

10/59-04D 26130 Frederick Road
Hyattstown Historic District

HISTORIC PRESERVATION COMMISSION STAFF REPORT

Address: 26130 Frederick Road, Hyattstown **Meeting Date:** 01/12/05
Subject Resource: Non-Contributing **Report Date:** 01/05/05
Hyattstown Historic District
Review: HAWP **Public Notice:** 12/29/04
Case Number : 10/59-04D CONTINUANCE **Tax Credit:** N/A
Applicant: Lawrence Reggeri **Staff:** Michele Naru
Proposal: Rear addition and second story expansion of a non-contributing building
Recommendation: Approval with conditions

RECOMMENDATION: Staff recommends that the Commission approve this HAWP application with the conditions that:

The architect will consult with the Department of Permitting Services regarding grading and retaining walls for the site. Before the Historic Area Work Permit is released, the applicant must return to the Commission with a plan that includes DPS's comments regarding the grading and retaining walls.

Staff on it potentially the Commission.

~~The balcony and French doors on the second floor of the building will be eliminated and replaced with two windows that match the other second floor windows.~~

HISTORY

Hyattstown, founded by Jesse Hyatt, was originally platted in 1798 and is significant as one of the largest cohesive collections of relatively unaltered 19th century buildings in Montgomery County. The town, a rural village, was created to service the needs of travelers and nearby farm facilities. It is located along a single, tree-shaded street and is a fine example of linear development along a major artery, opened about 1750, to connect the tobacco port of Georgetown with the colonial City of Frederick. With the establishment of Washington as the nation's capital, Frederick Road continued as an important artery linking the westward expanding frontier to its new capital city.

Hyattstown appears today much as it did in the 19th century. Interspersed among modest homes are many structures essential to 19th century village life including a school, churches, shops, offices and a hotel. The majority of the homes in Hyattstown were erected close together on quarter-acre lots and very close to the roadside. The houses, mostly built between 1800 and 1900, are visually important features of Hyattstown's streetscape. The historic district is comprised of approximately 38.6 acres and about 30 structures. The lots and alleys are situated just as they were back in the 18th and 19th centuries. Included in the district in addition to residential uses are churches, a restaurant, a barbershop, and the volunteer fire department.

SITE DESCRIPTION

The subject parcel of land is located at the northern most point of the historic district and contains an early 19th century dwelling house and a non-contributing, concrete block, 1960's ranch-style building. The adjacent parcel of land, which is also owned by the abovementioned owner, contains the early 19th century, Gothic Revival Methodist Episcopal Church – South.

BACKGROUND

The subject property and the adjacent church property are zoned R-200 residential. As such, the church building is allowed to operate as a church by right in this zone. However, the adjacent property, which contains the dwelling and the ancillary structure - the subject of this report, can currently only be utilized as residential dwellings (the non-conforming use status that the property held has expired).

Currently, the owner of the property is seeking a minor subdivision from the County to merge these parcels of land into one single property. When this is approved, all of the buildings on this property will be associated with the church and only be used for church related functions.

A HAWP application was reviewed and discussed by the Commission at its April 14, 2004. At this meeting the Commission and community members collectively expressed their concerns about the size of the proposed structure as it relates to Frederick Road and concerns relating to the use of the property, specifically parking related issues. The Commission encouraged the applicant to re-design his plans so that the width of the proposed building does not exceed the current width and to extend the new addition from the current building's rear elevation. They also encouraged the applicants to contact the County's Permitting Services Division to address the zoning questions raised. The applicants agreed to a continuance at this meeting so that they may solve the zoning questions and to develop revised plans. The applicant and the Commission continued this HAWP application in order for the applicant to re-design their addition and to address the zoning issues.

At the December 15, 2004 meeting (see transcript beginning on circle *15*), the Commission was provided with new drawings for the proposed addition and documentation from the Department of Permitting Services (DPS) communicating that the applicants have been working with them to address the zoning issues related to this proposed addition. The Commission collectively favored the revised drawings, which placed all the new mass to the rear of the building. However, they were concerned that the proposal did not include a handicapped ramp, a grading plan that complied with ADA and DPS standards, or detailed information on the landscaping plan specifying the tree locations, caliper and/or height and planting specifications. Therefore, the Commission and the applicant continued this application so this information could be obtained.

PROPOSAL:

The owner of the property has a signed lease from the "Holy Family Anglican Church", which will be utilizing these buildings for their church activities. The property owner is erecting the proposed addition to the ancillary building on the subject property for his lessee to be used for their church's Sunday school activities.

The applicant is proposing to:

1. Demolish the existing second story of the subject building.
2. Construct a second story on top of the existing building.
3. Construct a rear extension (37' long x 32' wide)
4. Clad the entire building with Hardi-board, simulated, board and batten siding or cedar paneling with batten strips.
5. Apply a cement plaster finish over the existing and new concrete block foundation.
6. Install a standing seam metal roof over the entire structure.
7. Install a gravel driveway around the perimeter of the proposed building.
8. Install two, asphalt parking spaces along the rear, south elevation of the new addition for handicapped use.
9. Install a handicapped ramp along the rear elevation of the proposed addition.

APPLICABLE GUIDELINES

When reviewing new construction within the Hyattstown Historic District several documents are to be utilized as guidelines to assist the Commission in developing their decision. These documents include the *Hyattstown/Clarksburg County Master Plan (Master Plan)* approved and adopted in June 1994, the *Vision of Hyattstown: A Long-Range Preservation Plan (Vision)* approved and adopted in August 1992, *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.

Hyattstown/Clarksburg County Master Plan – Land-Use plan

- Encourage a limited amount of new construction, as long as the new buildings are compatible to the historic ones in terms of size, scale, rhythm, percentage of lot coverage, relationship to the street and relationship to open space (p.82).

Vision of Hyattstown – Strategies for Maintaining Historic Character

- Preservation of significant patterns of development [and] encourage that any additional development within the Historic Residential Core be compatible with the characteristic pattern of development...residential uses fronting Frederick Road – front yard setbacks of 25 to 40 feet are typical of the pattern for the existing historic houses fronting the road. New buildings should be sited to fit within this rhythm of building spacing (p.54).

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.
- In the case of an application for work on a historic resource located within a historic district, the Commission shall be lenient in its judgment of plans for structures of little historical or design significance or for plans involving new construction, unless such plans would seriously impair the historic or architectural value surrounding historic resources or would impair the character of the historic district.

Secretary of the Interior's Standards for Rehabilitation

- New 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 or related 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.

STAFF DISCUSSION

Proposed additions and alterations to non-contributing resources within the Hyattstown Historic District are reviewed with a lenient level of design review. The Commission generally focuses on the project's massing, scale, and proportion as it relates to the adjacent historic properties and its potential impact to the historic character of the district, and the existing streetscape/ and or landscape.

Although this proposed project significantly increases the size of the existing building, staff feels that this building will be compatible with the existing environmental setting. The proposed new massing will be sited directly behind the existing historic structure and combined with the steep topography (the road is substantially sunken at this location), the new massing will barely be visible from the street and will have very minimal impact to the existing streetscape.

The existing height of the building is at its highest point is 26' from grade. The proposed height of the new dwelling is 27' high at the front elevation from grade. Staff does not feel that this small increase will negatively impact the streetscape.

The previous application included Hardi-plank vertical board siding as the material specification for the exterior cladding. At the previous meeting, the Commission and staff strongly expressed their opposition to the use of this product on this highly visible building. The applicants have revised their specifications to include the use of cedar, board and batten siding with wood details and surrounds. Staff supports this change to the specifications for the building.

In terms of the proposed site plan, staff is still very concerned that the applicant has not addressed all the needs of this site. In consultation with Development Review planning staff, it has been noted that the current grading plan will require several retaining walls on the property, which have not been shown on the current plan. Additionally, staff would like to see on this plan the proposed limits-of-disturbance lines, a plant schedule that indicates the location, species, size, and installation and maintenance specification for each tree to be installed. Each tree should be labeled on this plan with this specific information. The shade trees should be of a minimum 3" caliper and a minimum 6'-8' height for evergreen and ornamental trees. Secondly, staff is concerned with the proposed 485 grade line as it approaches the steps along the south elevation of the building. This line should be altered to wrap around the building, since the grade beyond the landing will be 33%, which is too steep of an incline for a walkway. It is staff's recommendation that the architect consult with the Department of Permitting Services regarding the grading and retaining wall issues addressed above. Before the Historic Area Work Permit is released for the site, the applicant must return to the Commission with a plan that includes DPS's comments regarding the grading and retaining wall issues.

Finally, staff is concerned with the proposed modification to the front elevation. The applicants modified the second floor fenestrations by including a French door with balcony. This detail is not consistent with the meetinghouse form and as such staff is recommending that the door be eliminated and replaced with two windows to match the others on the second floor.

The written support for this project from the Local Advisory Panel (LAP), The Friends of Hyattstown, is provided on circle 39.

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, 2 and 3:

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.

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.

and with the *Secretary of the Interior's Standards #9 & #10*:

New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

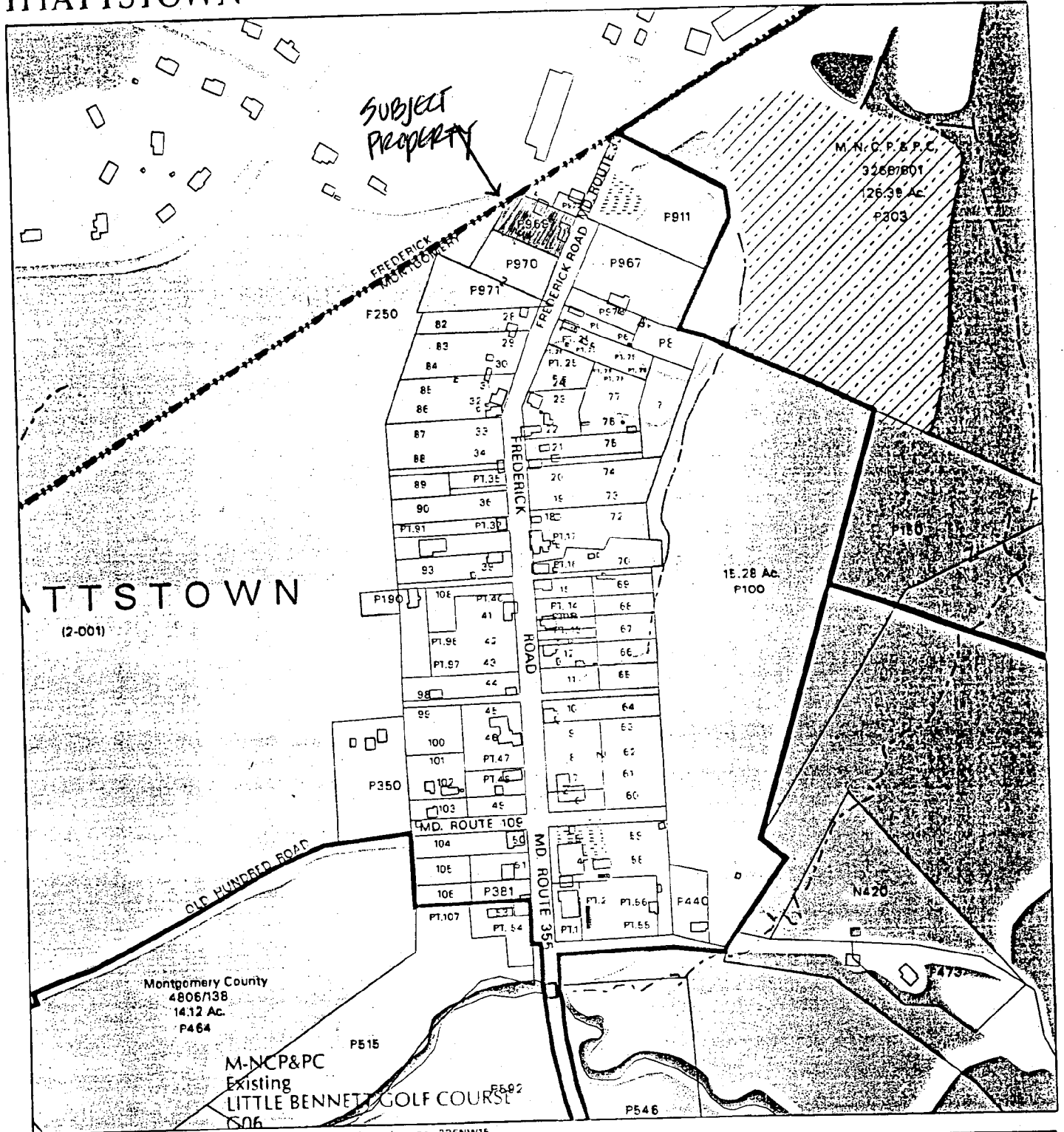
New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

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

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

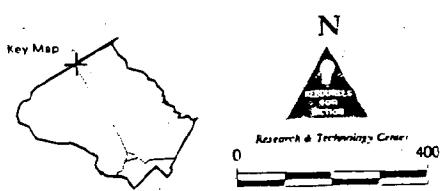
Owner's mailing address	Owner's Agent's mailing address
Lawrence Ruffin 26130 Frederick Road Clarkstown, MD 20871	
Adjacent and confronting Property Owners mailing addresses	
Mrs Haydee England 9501 Singleton Drive Bethesda, MD 20817	
Hyalis Lane Methodist Church 26121 Frederick Road Clarkstown, MD 20871	

HYATTSTOWN



Map compiled on March 18, 2004 at 4:20 PM | Site located on base sheet no - 236NW15

NOTICE
 The planimetric, property, and topographic information shown on this map is based on copyrighted Map Products from the Montgomery County Department of Park and Planning of the Maryland-National Capital Park and Planning Commission, and may not be copied or reproduced without written permission from M-NCP&PC.
 Property lines are compiled by adjusting the property lines to topography created from aerial photography and should not be interpreted as actual field surveys. Planimetric features were compiled from 1:14400 scale aerial photography using stereo photogrammetric methods.
 This map is created from a variety of data sources, and may not reflect the most current conditions in any one location and may not be completely accurate or up to date. All map features are approximately within five feet of their true location. This map may not be the same as a map of the same area plotted at an earlier time as the data is continuously updated. Use of this map, other than for general planning purposes is not recommended. - Copyright 1998

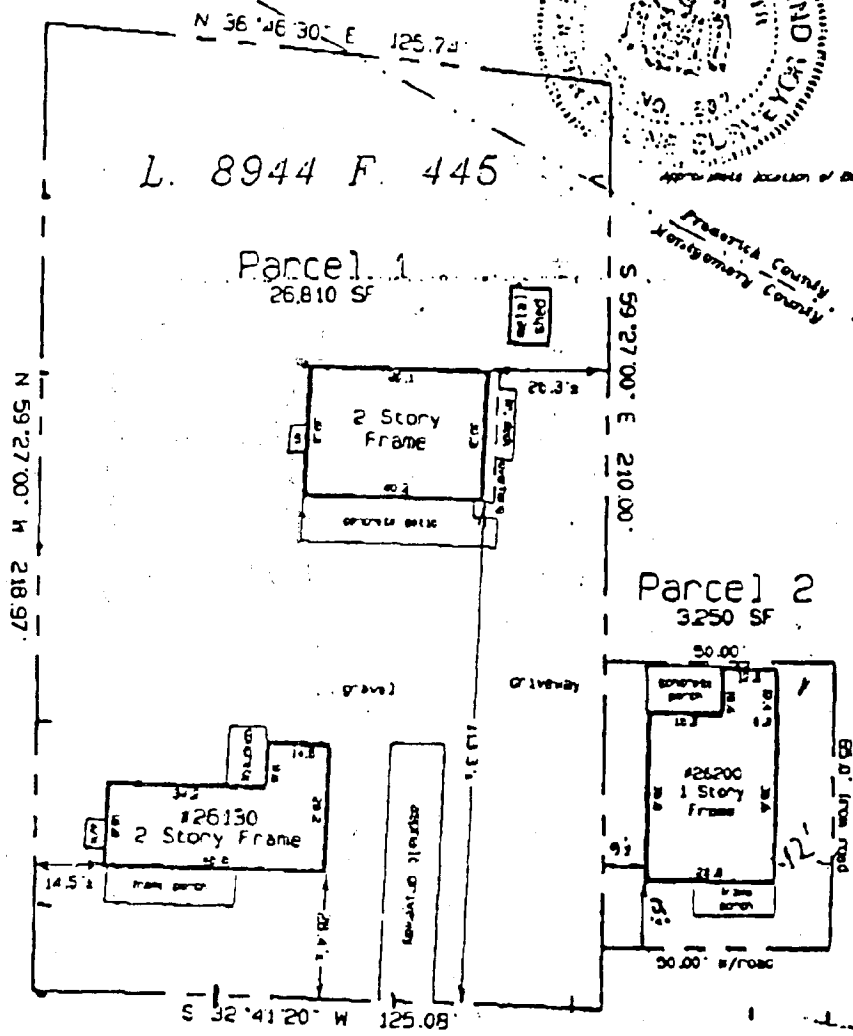
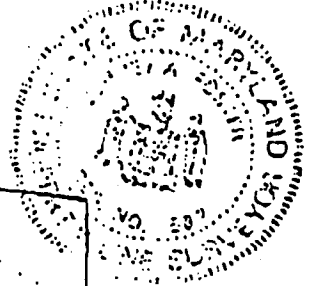
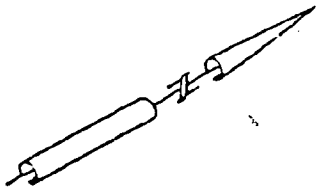


MONTGOMERY COUNTY DEPARTMENT OF PARK AND PLANNING
 THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
 1787 Georgia Avenue - Silver Spring, Maryland 20910-3760

EXHIBIT D

CONSUMER INFORMATION NOTES

1. This plan is a benefit to a consumer insofar as it is required by a lender or a title insurance company or its agent in connection with contemplated transfer, financing or re-financing.
2. This plan is not to be relied upon for the establishment or location of fences, garages, buildings, or other existing or future improvements.
3. This plan does not provide for the accurate identification of property boundary lines, but such identification may not be required for the transfer of title or securing financing or re-financing.
4. Building line and/or Flood Zone information is taken from available sources and is subject to interpretation of originator.



Notes :

1. Flood zone "C" per H.U.D. panel No. 00506.
2. Setback distances as shown to the principal structure from property lines are approximate. The level of accuracy for this drawing should be taken to be no greater than plus or minus 1.5 Feet on 3/4" YARDS, AND PLUS OR MINUS 5' OR GREATER OF FRONT YARDS.
3. A BOUNDARY SURVEY WOULD BE NEEDED FOR A MORE EXACT LOCATION OF IMPROVEMENT SETBACKS.

Location Drawing
 Liber 8944 Folio 445
 T.C. & M.H. Zanylo Property
 Montgomery County, Maryland

Frederick Avenue
 State of Maryland Route No. 355

SURVEYOR'S CERTIFICATE

"THE INFORMATION SHOWN HEREON HAS BEEN BASED UPON THE RESULTS OF A FIELD INSPECTION PURSUANT TO THE DEED OR PLAT OF RECORD. EXISTING STRUCTURES SHOWN HAVE BEEN FIELD LOCATED BASED UPON MEASUREMENTS FROM PROPERTY MARKERS FOUND OR FROM EVIDENCE OF LINES OF APPARENT OCCUPATION."

Jeffrey A. Foster

REFERENCES

PLAT BK.
 PLAT NO.
 LIBER *8944*
 FOLIO *445*



DATE OF LOCATIONS
 WALL CHECK:

SNIDER & ASSOCIATES
 SURVEYORS - ENGINEERS
 LAND PLANNING CONSULTANTS

2 Professional Drive, Suite 218
 Gaithersburg, Maryland 20878
 301/948-6100, Fax 301/948-124

SCALE: 1" = 40'
 DRAWN BY: F.E.K.

10

1 Village? Is there anyone here wishing to speak in opposition to case
2 E, at 10003 Grant Avenue in Silver Spring? Is there anyone here to
3 speak in opposition to case F, at 14 Grafton Street in Chevy Chase?

4 MR. FULLER: Madam Chair, I move that we approve case
5 35/13-04Z at 25 Oxford, case 31/07-04K at 10003 Grant, case 35/13-04I
6 at 14 Grafton Street, based on the staff reports.

7 MS. PROTHRO-WILLIAMS: Second.

8 MS. O'MALLEY: All in favor, please raise your right hand.
9 It's unanimous. If one of those was your case, you are welcome to go
10 home or stay and listen to the rest of the hearing if you would like.
11 You can speak to the staff tomorrow. Thank you for working so well
12 with the staff that we could expedite it.

13 The first case we'll hear tonight, then, is case A. Could
14 we have a staff report, please?

15 MS. NARU: Case A is the project at 26130 Frederick Road in
16 Hyattstown. The subject building is a noncontributing resource within
17 the Hyattstown historic district.

18 You may have remembered that the subject property and the
19 adjacent church property are existing. There are two separate parcels
20 of land, and currently the owner of the property is seeking a minor
21 subdivision from the county to merge these parcels of land into one
22 single property. When this is approved, all of the buildings on this
23 property will be associated with the church, and will only be used for
24 church-related functions.

25 The historic area work permit application, initial historic

1 area work permit application was reviewed and discussed by the
2 Commission at its April 14th, 2004, meeting, and the transcript of that
3 meeting is attached in your staff report.

4 At this meeting, the Commission and convening members
5 expressed their concerns about the size of the proposed structure as it
6 relates to Frederick Road. The concerns were related to the use of the
7 property, specifically parking-related issues, and the large proposed
8 size of the massing as it related to Frederick Road.

9 The Commission encouraged the applicant to redesign his
10 plan so that the width of the building did not exceed the current
11 width, and to extend the new addition from the current building's rear
12 elevation. You also encouraged the applicants to contact the county
13 permitting services division to address the zoning questions that were
14 raised. At that meeting, the applicants agreed to a continuance so
15 that they may resolve those zoning questions.

16 Since that meeting, applicants have been working with the
17 Department of Permitting Services to address those issues. The owner
18 of the property has signed a lease, has a signed lease from the Holy
19 Family Anglican Church, which will be utilizing these buildings for
20 church-related activities. And the property owner is erecting the
21 proposed addition to this ancillary building on the subject property
22 for the leasee.

23 As stated, the applicant is proposing to demolish the
24 existing second story of the subject building, and construct a second
25 story on top of the existing building with a rear extension measuring

1 approximately 37 by 32 wide. The proposed cladding is
2 either hearty board with simulated board and baton siding, or cedar
3 paneling with baton strips. They are also proposing a cement plaster
4 finish over the existing and new concrete foundation, and to install a
5 stainless steel metal for the entire structure.

6 The other part of the project is that they are proposing to
7 install a gravel driveway around the perimeter of the revised building,
8 and four asphalt parking spaces along the rear south elevation of the
9 new addition for handicap use.

10 I will note for the record that testimony from the Friends
11 of Historic Hyattstown were given to you at the worksession, as well as
12 a letter from a resident, Mr. Don Burgess, located at 27021 Frederick
13 Road. And they'd like to ask that you enter that into the record as
14 well.

15 Generally, staff feels that the proposed additions and
16 alterations to this noncontributing resource is very sympathetic to the
17 historic district. And we're mainly concerned with the proposed
18 topography. It is a very steep grade, and we'd really like to see some
19 more documentation of the proposed grading after the building is to be
20 erected, to ensure that there is not going to be any negative impact to
21 the existing environmental setting.

22 We also have, based upon verbal conversations with the
23 applicant, understand that there has been trees removed on the
24 property, a couple of years ago, and we're asking for an identification
25 plan outlining the tree removal. And today, my email, I did receive a

1 plan that you should have as part of your staff handouts at your
2 worksession, a plan outlining the proposed, the existing trees that
3 were removed, and then what's proposed, which was part of the staff
4 report, the reforestation plan.

5 Let's see. What the reforestation plan is, I mentioned in
6 the staff report, I had asked Park and Planning's environmental planner
7 to look at the reforestation plan and give us some guidance.
8 Certainly, staff doesn't feel we're experts in this field, so we wanted
9 to get some feedback from them on the plan.

10 And he had indicated that he'd like to see the plan have
11 more specific sizes, types of containers, and heights of the proposed
12 plantings. He'd also like to see a list indicating the numbers of each
13 planting to be proposed on the subject lot.

14 He'd also like to see the plan include some over-story
15 plantings, and to show a greater emphasis on native plantings along the
16 southern property boundary, which is adjacent to the existing forest.
17 And I certainly can have, you know, our arborists look at any proposed
18 plan that we did get submitted with those details as well.

19 I do have some pictures, if you'd like to refamiliarize
20 yourself with the site, and the applicant is here this evening, and
21 I'll be happy to entertain any questions you have.

22 MS. O'MALLEY: Do you have slides?

23 MS. NARU: Uh-huh. Would you like to see them?

24 MS. O'MALLEY: Could you?

25 MS. NARU: These are the slides that you saw at the initial

1 April 14th meeting. This is the view of the front elevation of the
2 existing building on the property, and the west elevation, which is the
3 side, current side elevation.

4 MS. O'MALLEY: Which side faces the street? Is it the west
5 side?

6 MS. NARU: You just saw the --

7 MS. O'MALLEY: The previous one? That's the street side?

8 MS. NARU: This is standing pretty much halfway between the
9 road and the driveway that leads up to the property. So this is
10 looking at the building from that direction. You're looking west,
11 currently. This is the east elevation. This is the west side
12 elevation. And the north side, you can see the gravel driveway that
13 currently approaches this area. And the south side elevation here.
14 You can also see some of the grading that has been done, as well, in a
15 view here.

16 And this is obviously the church over here in this
17 location, and this is the historic house, and that's also on the
18 current property, but is associated with this ancillary structure. And
19 down here is Frederick Road. This is a very good view from Frederick
20 Road, up to the house. To the right is the chapel and to the left is
21 the historic house.

22 Another view of the front elevation. Rear view. And you
23 can really see in this photo the steep grade here. Another good view
24 of the grade. These are pictures that were taken in 2002. I apologize
25 for the kind of blurry vision. They were slides. Trying to enlarge

1 slides is a little more challenging. And the pool. And this is an
2 aerial view of 2002.

3 And this is some topography that was provided, but there's
4 no demarcation of the topography that we would like to see as part of
5 the grading plan.

6 MS. O'MALLEY: Okay. Thank you. Are there questions for
7 staff? I don't see anything that actually shows how they are going to
8 be able to cut into that hill in the back and retain the hillside when
9 they do the addition on the back.

10 MS. NARU: That's why we're asking for a grading plan, to
11 show what existing topography is now, and what the proposed topography
12 is. It's a standard condition that the Commission asks for.

13 MS. O'MALLEY: All right. Would the applicant like to come
14 up?

15 MR. RUGGERI: Good evening.

16 MS. O'MALLEY: Good evening. State your name for the
17 record?

18 MR. RUGGERI: Larry Ruggeri.

19 MR. EDGERLEY: Good evening. I'm Dave Edgerley.

20 MR. FUNK: Good evening. I'm Dan Funk.

21 MS. O'MALLEY: Did you have some comments that you wanted
22 to make about the staff report, or my question about the --

23 MR. RUGGERI: Well, weren't not going into the hillside, if
24 you look at the -- I have something I can show you. The grading that's
25 done is done. There's not going to be any grading done.

1 This map which I, I mean, this photo that I sent over came
2 from Montgomery County Government. This photo was taken in 2000, just
3 when I, just a little bit after I purchased the church. And it shows
4 the topography of the land.

5 Now, you guys probably don't have, I don't know if you have
6 it or not, if she gave that to you, but this came from Scott Reilley's
7 office. He --

8 MS. NARU: He's the reason I provided you this from our
9 imagery here at Park and Planning. It's the 2002 photograph.

10 MR. RUGGERI: Yes, this is a 2000 photograph from Scott
11 Reilley's office, and he's the assistant chief of administration there
12 who provided me with this, and the, also the blue topo that you saw.

13 MS. WRIGHT: Do you want to pass that around?

14 MR. RUGGERI: Sure. I also brought, on the plot
15 illustrating what impact creating the forestation would have. There's
16 no trees coming out. There's no grading to be done. We're not going
17 into the hillside.

18 As you might recall, we came with a plan in April to make a
19 locomotive type of building, and with all your comments and
20 suggestions, we went ahead and redesigned it into the hillside, as it
21 mentions in the staff report here, the minutes.

22 All of you had recommended that we take the building and go
23 -- so we're making it, even more narrower. We're taking off three feet
24 on the right side, so it would be even less narrower. And then in the
25 back, it won't be 40 feet wide. It will be only like 32 feet wide. So

Tsh

11

1 it will be even smaller than the original design.

2 So we took all of your considerations into the design.
3 We're not going into the hillside at all. There's probably about
4 another 30 feet before you get to the hillside. So the hillside is not
5 affected at all there.

6 So that's, I don't, I don't have, the only thing I could
7 give to them was the photo I got from Chris Reilley and the other topo.
8 I don't have anything to show what it was like before.

9 MS. O'MALLEY: No, I was thinking of as you develop it with
10 the drive around.

11 MR. RUGGERI: Right, well, there's a plan was submitted
12 with the drawing, and all the plants that were going to be --

13 MS. O'MALLEY: So you don't need to do any additional
14 grading?

15 MR. RUGGERI: No grading at all. We just have to dig out a
16 foundation, pour footings, and build a building. We're going to take
17 off that -- it's going to be a foot and a half taller than what you see
18 there, about the same height as the light dome, and straight over. And
19 you have all the photos and everything is exactly the way you guys
20 asked for it to be. So from the road, you will not see anything but a
21 prettier building.

22 MS. O'MALLEY: Your design is much better this time.

23 MR. RUGGERI: Well, I had your help. Thank you.

24 MS. ALDERSON: It is a great improvement. Thank you. And
25 just one question. The one thing you will see from the road and I

22

Tsh

12

1 would believe, because of the incline, is the parking. And I see --

2 MR. RUGGERI: Right, but --

3 MS. ALDERSON: -- we're seeing the addition of trees around
4 the perimeter of the lot. I would think, certainly from the
5 perspective of pedestrians, screening of the parking is the thing that
6 would have the biggest effect.

7 MR. RUGGERI: Absolutely. Absolutely, and we plan on it,
8 and it's not on the plans, but we plan on screening the area to the
9 left of the building, all the way across. And I got a list of plan
10 materials from MNCP to provide screening, because I don't want anybody
11 to see the cars back there as well. So that's a good point. I just
12 didn't have that down.

13 MS. ALDERSON: Thank you.

14 MR. ROTENSTEIN: Can I make one observation about these
15 aerial photographs that we have. The contours indicated in the aeri-als
16 are taken from what appear to be the GIS base map layers. And they
17 don't actually reflect the contours as they exist now, after the
18 grading occurred. So I just wanted to point out that observation.

19 MS. PROTHRO-WILLIAMS: I have a couple questions. What's
20 the, what will the building capacity be for the hall once the addition
21 is completed?

22 MR. RUGGERI: I think it's spec-ed for 120 people. 100 to
23 120 people.

24 MS. PROTHRO-WILLIAMS: And not -- okay.

25 MR. RUGGERI: And 15, 15 square feet per person.

13

1 MS. PROTHRO-WILLIAMS: And how many parking spaces will be
2 available if you were to get this parking lot?

3 MR. RUGGERI: Well, on the lot, on the parking lot alone
4 there won't be that many parking spaces. But I've already, through
5 Susan Scala-Demby, have worked out all the parking arrangements with
6 the other vendors, the other land owners, commercial lots. One of the
7 zoning text says, as long as you are within 500 feet of a commercial
8 lot that's not being used during the hours of operation, you can use
9 that. And that satisfied Ms. Demby for parking.

10 MS. PROTHRO-WILLIAMS: Okay. So if you don't have 120
11 people at your meetings, how many people are you going to likely have,
12 like on an ordinary basis?

13 MR. RUGGERI: It's different. We have weddings now that
14 are six people, 40. Dan is from the Holy Family Anglican Church, and
15 his congregation sometimes has 15-20 people show up.

16 MS. PROTHRO-WILLIAMS: So, and how many, at best, how many
17 people can park, how many cars can park in your proposed parking
18 scheme?

19 MR. RUGGERI: In our lot, only about 17.

20 MS. PROTHRO-WILLIAMS: So I guess the point I'm making is
21 that you would always need more than 17 parking spaces for the use of
22 this building. So why, and so you've accommodated for that in another
23 place. So why not just limit the parking spaces to even fewer spaces,
24 because you're going to have to accommodate them elsewhere anyway?

25 MR. RUGGERI: Yes, that's no problem. We came up with four

1 for handicap. That was just the --

2 MR. FUNK: That's the only addition, right?

3 MR. RUGGERI: Right. That's the only addition to the
4 parking that we're doing, is adding those four parking spots for
5 handicap.

6 MS. PROTHRO-WILLIAMS: So that's the only difference is
7 that they're handicap accessible to the building?

8 MR. RUGGERI: Exactly. Right. That's the only, that's the
9 only paved area. I mean, the driveway is paved, but everything else is
10 gravel. It's a gravel lot.

11 MR. FULLER: Just a couple questions on your documentation.
12 Even on a residential permit, we'd be getting a grading plan. So I'm
13 not sure why it's so difficult to create a grading plan. The county
14 GIS shows that originally there was about a 10-foot fall across this
15 property. There is either a fairly big berm or hillside in the back
16 which is what appears when I go out and look at it. But you do
17 have grade on the property, so I mean, I think it would only be
18 appropriate for us to ask for the same thing we do from a residential
19 developer, or a residential lot, homeowner, to have a grading plan.
20 You mentioned handicapped access. Where is a handicapped person
21 getting in this building? You have stairs at all exist.

22 MR. RUGGERI: Right, well that's why they'll be able to
23 drive up around the back and --

24 MR. FULLER: But where do they go in?

25 MR. RUGGERI: Through the front doors.

1 MR. FULLER: Then you need a ramp that's not shown on the
2 plans.

3 MR. RUGGERI: No, the doors are on -- are you looking at
4 the correct view?

5 MR. FULLER: The meeting hall is on the second floor,
6 right?

7 MR. RUGGERI: Correct. And you enter it from the second
8 floor.

9 MS. WRIGHT: Circle 14.

10 MR. FULLER: There are steps up to the porch on the second
11 floor. There's no access that I can see that doesn't go up steps.

12 MS. WRIGHT: Circle 14.

13 MR. RUGGERI: Okay, well, I can draw a ramp for you in
14 there.

15 MR. FULLER: Well, what I'm saying is, you're going to be
16 required to do that --

17 MR. RUGGERI: Yeah.

18 MR. FULLER: -- when you get DPE, and so what we're looking
19 at is not your final site plan. So what I'm suggesting is your plans
20 really need to be brought up to pick up all the requirements. You're
21 showing two toilets. I mean, that's not going to affect us, but
22 ultimately, you're going to end up as you go to DPE, you're going to be
23 revising these plans to pick up the required toilets. You're going to
24 be required to pick up ADA clearances on doors.

25 There's a lot of nuances that just are not on these plans

1 right now. So what we're looking at is not what you're actually going
2 to be building.

3 MR. RUGGERI: Oh, it is actually. I was under the
4 impression from the last time we had our meeting, that you were
5 concerned with the design of the building. And I believe, one of you
6 said that zoning and parking and stuff was stuff that I was going to
7 have to handle afterwards.

8 MR. FULLER: But again, I think this design is
9 substantially better.

10 MR. RUGGERI: Okay.

11 MR. FULLER: I was one of the people who suggested
12 that reversing --

13 MR. RUGGERI: Right.

14 MR. FULLER: -- rotating the building and going 90 degrees
15 into the hillside made a lot of sense. But what I'm pointing out is
16 that the plan that you're presenting to us is supposed to be what
17 you're building. It appears that there's a number --

18 MR. RUGGERI: It is.

19 MR. FULLER: -- of practical considerations that are not
20 yet picked up on these drawings, so that you end up making plans. And
21 if those plans that are approved by DPE are not the same as what we're
22 looking at, you're going to be coming back in front of us.

23 MR. RUGGERI: Okay, and -- okay. We didn't put a handicap
24 ramp in. The bathrooms, when I, the architect, for some reason, didn't
25 make it tonight, but the bathrooms, he said by code that was all we

Tsh

17

1 were allowed to put in there was two bathrooms.

2 MR. FULLER: That will be his judgment and WSSC's, but
3 single male and female for 130 people is --

4 MR. RUGGERI: Well, it's 120, and that's just a guesstimate.
5 That's what it's based on, 15 square feet per person.

6 MR. FULLER: I understand, but it's what WSSC
7 will --

8 MR. RUGGERI: Well, if they let us put in a larger bathroom
9 --

10 MR. FULLER: That doesn't impact us.

11 MR. RUGGERI: Exactly, because that's on the inside. So it
12 would be great to have two stalls.

13 MR. FULLER: But there are things that are going to be on
14 the outside that will affect us. But anyhow, from my perspective,
15 there should be some improved documentation.

16 MR. RUGGERI: And what is the improved documentation? The
17 handicap ramp and --

18 MR. FULLER: A graded site plan.

19 MR. RUGGERI: Okay. A graded site plan of what is there
20 now?

21 MR. FULLER: What will be the conditions to make this
22 building access work. You want to show where the driveways for the
23 building are, where the parking is, show what the, how you get from the
24 parking lot into the building.

25 MS. WATKINS: One of our concerns, I know there are water

1 issues in Hyattstown. Ruth, one of our kind of premises is that we
2 know how the water is going to leave the site, and what's going to
3 happen. And we can't tell from these. You're adding paved area, which
4 is going to increase runoff. And we just kind of need to see where,
5 how the grading is going to work, that it doesn't affect any of your
6 adjacent neighbors.

7 MR. EDGERLEY: If I could interject, if, and again, I'm
8 Dave Edgerley. I work with the county. And it's an interesting role
9 for me. Normally, advocating at this table in front of the Planning
10 Board for businesses. And Larry started this project four years ago as
11 a business looking for a site for his photographic studio, found
12 religion, I think, with respect to the chapel and the church. And we
13 helped him with this, but also alerted him that there were a number of
14 issues.

15 He's an extraordinary photographer, and he's lovingly
16 restored the church, if you've had the opportunity to see it, with the
17 advice of the Maryland Historical Trust. I think if that is the only
18 issue, it would be ministerial, perhaps, to submit a site plan that
19 shows issues like addressing Jeff's question as to how a handicap ramp
20 would provide access to the building. Certainly all code requirements
21 will be covered, Jeff, by permitting services when he goes through with
22 a review by WSSC, loading, parking, and so forth.

23 If I understand this project, though, succinctly, he's
24 really not proposing to do any grading other than the temporary
25 disruption while the foundation is dug for the addition. And so that

1 may be an oversight on Mr. Ruggeri's part, but if that becomes the only
2 issue, I would certainly encourage the Commission to consider support
3 with the submittal of that as reviewed at a later date.

4 MR. FULLER: Well, the closest he has to a grading plan is
5 his sheet L-1, and if we were to believe it, we're showing a five-foot
6 contour occurring with in a distance of about 20 feet, which is about a
7 20 percent slope. You can't park on greater than 5 percent. So I
8 mean, whatever is here, if this is accurately representing what is
9 being built, then it doesn't work. If this isn't what is being built,
10 then the plan ought to be revised to reflect it, because you're saying
11 there's no grading. This shows 20 percent slope, which doesn't work.

12 MR. EDGERLEY: Right.

13 MR. FULLER: So somehow --

14 MR. RUGGERI: Can you show me where that is?

15 MS. NARU: Circle 17.

16 MR. FULLER: Circle 17, just to the -- where your parking
17 spaces are, you go from a contour of 85 to 90 in a distance
18 approximately the same as the length of a parking space.

19 MR. EDGERLEY: So the parking is over here?

20 MR. RUGGERI: Uh-huh. Well, there's four spots right here.
21 Is this what you're talking about, the handicapped spots?

22 MS. NARU: Yes.

23 MR. FULLER: Uh-huh.

24 MR. RUGGERI: Okay, so what don't you see there?

25 MR. FULLER: There's a contour 85 that runs through the

1 middle of the parking lot, and there's a contour of 90 that runs
2 through the left corner. The space in between those is about 20 feet.
3 Five feet in 20 is roughly a 20 percent slope.

4 MR. RUGGERI: Okay, so you're saying if --

5 MR. FULLER: I'm not saying it can't be done. What I'm
6 saying is that what this plan reflects doesn't work.

7 MR. BRESLIN: Actually, it can't be done, because then it
8 wouldn't meet handicap requirements for a parking lot. So there are
9 things, looking at this, there are things that just don't work, and it
10 looks like this has not been brought up to a level that they need to
11 build it.

12 And looking at this, my judgment is at the end of the day,
13 to do what you want to do, you're going to wind up with some retaining
14 walls. You're going to wind up with some swales. You might wind up
15 with some drainage issues. And it's very hard for us to approve
16 something not seeing those details which are, on one hand, but they
17 really impact, they really have a visual impact on the site.

18 So you're asking us to approve something that's really
19 incomplete.

20 MR. EDGERLEY: I would offer one suggestion on that. The
21 visual impact of the site, the area behind the building where the
22 handicapped parking is being installed is, I don't know how many feet
23 in the air above the grade of 355, but it's, you saw the topo, and it's
24 very -- it's way up on the hill.

25 I think Mr. Ruggeri feels that the site is graded. I know

1 there's a question as to whether some grading was done, and some dead
2 tree removal. The area substantially disturbed by business. The
3 building, as you know, is vinyl clad. It was a nonconforming use for
4 many years, and likely would be probably in the foundation by now along
5 with the church if, again, he hadn't interceded.

6 But if these are issues, we can look at these issues, but
7 if they are issues that we can validate, again, we'd like to get a feel
8 from the Commission that that's the only issue. There may be others,
9 because the meeting is short.

10 MR. FULLER: Speaking for myself, I think the design is
11 advanced significantly as it relates to the overall building. I
12 appreciate the rotating of the building and the reduction of it's
13 overall mass. I am not so concerned that staff may be has written in
14 their report about needing to go back and document what the condition
15 was prior to grading. I'm much more interested in being able to
16 document what it is that you are proposing to build.

17 So from my perspective, I would recommend to staff as a
18 continuance so that we don't deny it. But as I said, from a general
19 layout standpoint, I am just worried about the revised design to the
20 facility. I suggest other people talk.

21 MR. RUGGERI: Okay.

22 MS. ALDERSON:

23 MS. WATKINS: I would agree. I just think that the grading
24 needs to be -- I mean, any large project that we do, we require a
25 grading plan, because it really can affect the whole project. So I

1 think that we're just asking that you provide us with that, and I think
2 there --

3 MR. RUGGERI: Okay.

4 MS. WATKINS: And the ramp may seem like a small detail,
5 but to, I think it's you have four risers, it takes a ramp of
6 substantial length to go that distance. So it really does need to kind
7 of be thought out, and that can be done on the grading plan also.

8 MR. RUGGERI: Okay.

9 MS. O'MALLEY: And I think as our Commissioner at the end
10 mentioned earlier about the tree plan, when you bring in your grading
11 plan, if you will be more specific, you have this, the number of trees
12 on the one that you sent in. I guess I can't, the print is very small,
13 and I can't tell whether these are trees back here or what the caliper
14 is or what type of trees they are. And we talked about some planting
15 as far as the front, so that the parking wouldn't be seen from the
16 street.

17 MR. FULLER: Is there any difference in the proposed
18 landscape plan from the exhibit that was provided previously to the one
19 that was provided just today, except for the addition of what was
20 assumed to be there previously? Do you know if they revised it? We
21 just received this one here.

22 MR. RUGGERI: Right, right. No, I believe it to be the
23 same.

24 MR. FULLER: This is the same?

25 MR. RUGGERI: Yes, yes. Yes.

1 MS. ALDERSON: I think specifically, thinking of what the
2 visual affect will be, right now we have some choices. Trees will be
3 provided where we require it. You can take it the next step, to
4 specificity. And all of these things make tremendous differences in
5 scale, between like a little mountain laurel. I have one and it's this
6 high, and in 20 years it will be great. And then the trees, for the
7 screening function, which personally, that's a priority for me as far
8 as the visual impact on the rest of the district.

9 What would be desirable is to have a mix in scale, if it's
10 a deciduous tree, fill it with plantings that provide green during
11 winter. Because that would tremendously help the screening. And
12 mountain laurel is good for that, and that will stay, and the glossy
13 green leaves that will stay there in the winter when the trees lose
14 theirs, I think will be beneficial.

15 MR. PROTHRO-WILLIAMS: Yes, I just have one comment. I
16 agree. I think that stylistically, in terms of massing, the new
17 revised plan works well. So I don't have any problems with that. But
18 I would just like to
19 re-emphasize the recommendation by staff to use cedar and board and
20 baton, instead of the hardy plank.

21 I think this particular site is very prominent.
22 It's incredibly historic. You've done a great job with the church.
23 We've just got to keep that level of quality in the materials. And I
24 just think it will really do a lot and it will just enhance the whole
25 ensemble.

1 MR. RUGGERI: The reason why hardy plank was suggested it
2 because of it's fire proof worthiness, it's soundproof qualifies, and
3 maintenance. It lasts 50 years without painting it. You know, I've
4 done the church and two and a half years later, now we have to repaint
5 the church again. So it is just, I really wanted to use cedar, but I
6 thought we'd propose hardy plank.

7 In other jurisdictions, they have allowed, in historic,
8 hardy plank to be used, because it looks exactly like wood. I didn't
9 have time to bring in a sample to show you, but I can show you next
10 time.

11 MS. PROTHRO-WILLIAMS: No, I think we're all pretty
12 familiar with hardy plank. I don't know, I just personally think, I
13 don't know what other commissioners think, but I just think this is an
14 incredibly historic site, and the materials are extremely important,
15 and cedar would be an asset.

16 MR. RUGGERI: It was just --

17 MS. PROTHRO-WILLIAMS: But it's not --

18 MR. RUGGERI: -- once it is painted, it looks like hardy
19 plank, and the batons, we were going to use cedar batons.

20 MS. PROTHRO-WILLIAMS: What about sort of a whitewash as
21 opposed to painting the cedar? And then it doesn't peel.

22 MR. RUGGERI: Well, a stained.

23 MS. PROTHRO-WILLIAMS: A stain, right.

24 MR. RUGGERI: I've looked into that also. And if that's
25 what you decide, then that's what we'll do. We'll use some kind of

1 stain. It's just not as durable as hardy plank. But that's not a
2 problem.

3 MS. PROTHRO-WILLIAMS: You'll be using cedar, though. If
4 you're using cedar, cedar doesn't need --

5 MS. NARU: Yeah, I mean, cedar lasts an incredibly long
6 time. If it's not painted, then it doesn't have the maintenance
7 problem that your church has, I guess.

8 MR. RUGGERI: Right, right, but I don't think it would look
9 good left natural.

10 MS. NARU: Well, I mean, it would have the stain on it.

11 MS. ALDERSON: Yes, I've seen -- the stain can last a very
12 long time and give you, give you the color with very low maintenance,
13 because it doesn't peel.

14 MR. RUGGERI: Okay, that's great. Yeah, I just found out
15 today that you can stain it. So that wasn't a big issue, the hardy
16 plank.

17 MS. PROTHRO-WILLIAMS: And it can be stained white.

18 MR. RUGGERI: Yeah, that's what we'll probably do.

19 MS. ALDERSON: And in other respects, just to add, in other
20 respects, the cedar is more durable. Hardy plank may not require
21 annual painting, but it really is hard to paint wood, and what it can
22 bear, what it can support, and also it's repairability, when things
23 happen, you can always fix wood.

24 MR. RUGGERI: Okay.

25 MS. O'MALLEY: Can I ask one question about your design? I

1 agree with all the comments about the new design. The only question I
2 have is on the, on circle 13, it shows the front side elevation?

3 MR. RUGGERI: Okay.

4 MS. O'MALLEY: And I'm just wondering whether you can do
5 anything with that elevation? Your side elevations are much more
6 interesting. I don't know if you need something around the door, the
7 doors? It just looks kind of warehousey compared, your side elevations
8 are really nice, the way they're done. It's just something to look at
9 and see whether your architect has any ideas.

10 MR. RUGGERI: Okay. Do you have any ideas?

11 MS. O'MALLEY: Well, my --

12 MR. EDGERLEY: Jeff does.

13 MS. O'MALLEY: I'm not an architect. I would like to see
14 something around the door, I guess, or some kind of awning. Other
15 architects have a comment?

16 MS. ALDERSON: I notice the one obvious thing that's
17 missing that makes it look more industrial and could make it, a change
18 that would make it look more like a church is in simply having a
19 surround, a framing around the door opening, as basic vernacular
20 embellishment. That would make a great difference.

21 MR. RUGGERI: Okay.

22 MS. ALDERSON; The other thing would be, the windows, you
23 have given them, you've given them sills and window heads, and to give
24 the lentil and the base to the door would put it in harmony with the
25 other openings, by having a simple embellishment. That would, I think

Tsh

27

1 that would help a great deal.

2 MR. RUGGERI: Okay.

3 MR. FULLER: I'd like to make a motion that we continue the
4 application 10/59-04D with a specific comment that in general we're
5 supportive of the revised design of the facility, but we want to see
6 more specificity in the site plan, and some minor building details.

7 MS. WATKINS: I'll second it.

8 MR. RUGGERI: Thank you.

9 MS. O'MALLEY: And does that include specifics as to tree
10 type and caliper?

11 MR. FULLER: Yes.

12 MS. ALDERSON; Can we just add, for the screening to, for
13 confining deciduous trees and evergreen shrubs for year round screening
14 --

15 MR. RUGGERI: Okay.

16 MS. ALDERSON: -- of the parking area.

17 MS. O'MALLEY: All right. So we have a motion. All in
18 favor, please raise your right hand? It's unanimous. We hope you can
19 come back with --

20 MR. RUGGERI: Yeah, I hope to see you next month.

21 MS. O'MALLEY: You're going in the right direction for
22 sure.

23 MR. RUGGERI: Okay.

24 MS. O'MALLEY: Thank you.

25 MR. RUGGERI: Thank you.

Naru, Michele

From: Linda Tetens [linda.tetens@erols.com]
Sent: Tuesday, December 14, 2004 10:42 AM
To: Naru, Michele
Subject: Letter from Friends re: Ruggeri plans
Importance: High

Friends of Historic Hyattstown
December 14, 2004

Michele Naru
Historic Preservation Planner
8787 Georgia Ave.
Silver Spring, MD 20910

Dear Michele:

The Friends of Historic Hyattstown held a meeting on November 30, 2004 to review and discuss the building plans proposed for the property located at 26200 Frederick Road Hyattstown, MD. Mr. Ruggeri attended the meeting.

After reviewing and discussing the plans, the Friends of Historic Hyattstown voted, with no opposition, in favor of the proposed plans.

Please feel free to contact me if you have any questions.

Sincerely,

Linda Tetens
President

12/15/2004

31

15 December 2004

To: Montgomery County Historic Preservation Commission
From: Donald R. Burgess, Jr.
Subject: HPC Case No. 10/59-04D (Hyattstown Historic District). Lawrence Ruggeri for major addition at 26130 Frederick Road, Hyattstown

I appreciate the opportunity to comment on the proposed addition "Historic Chapel Meeting Hall" to the garage-like structure located at 26130 Frederick Road.

Mr. Ruggeri (Larry) has done a wonderful job restoring the old Hyattstown Methodist Church (South) building – in contrast to prior owners who neglected the property at best and at times mistreated it. His use of the church as a studio, wedding chapel, and place of worship are all fitting uses and enhance the Hyattstown Historic District. The garage-like structure that he wishes to improve is currently somewhat of an eyesore and the proposed changes will be welcome.

The prior submission by Mr. Ruggeri had a rather stark, blockish building that would have overwhelmed the small church and the historic house (Gardner House) on the property. The current submission is a significant improvement, particularly with its massing – breaking up the building into sections.

There is only one significant issue that I would like to see addressed. Although the new submission has a structure that is significantly less blockish in form, it still is very rectilinear and plain. This form is accentuated by the long rows of identical windows. I believe some simple changes could make a significant change to the appearance of the building – providing some relief to the blockish form. I might suggest grouping the windows differently to break up the uniformity – not unlike breaking up the massing of the structure itself, had a big impact. Or mix in different sized windows. Or providing overhangs over some of the windows, or maybe over the ground level door. There are many possibilities. I believe that the façade needs some relief, and that doing so would have a substantial (positive) impact on the appearance of the structure.

Thanks for your time. I will not be attending the meeting.

Sincerely,

Donald R. Burgess, Jr.
26021 Frederick Road
Clarksburg, MD 20871

26200 Frederick Road Aerial Photo 2004



plans.sh
l shp
dinarie

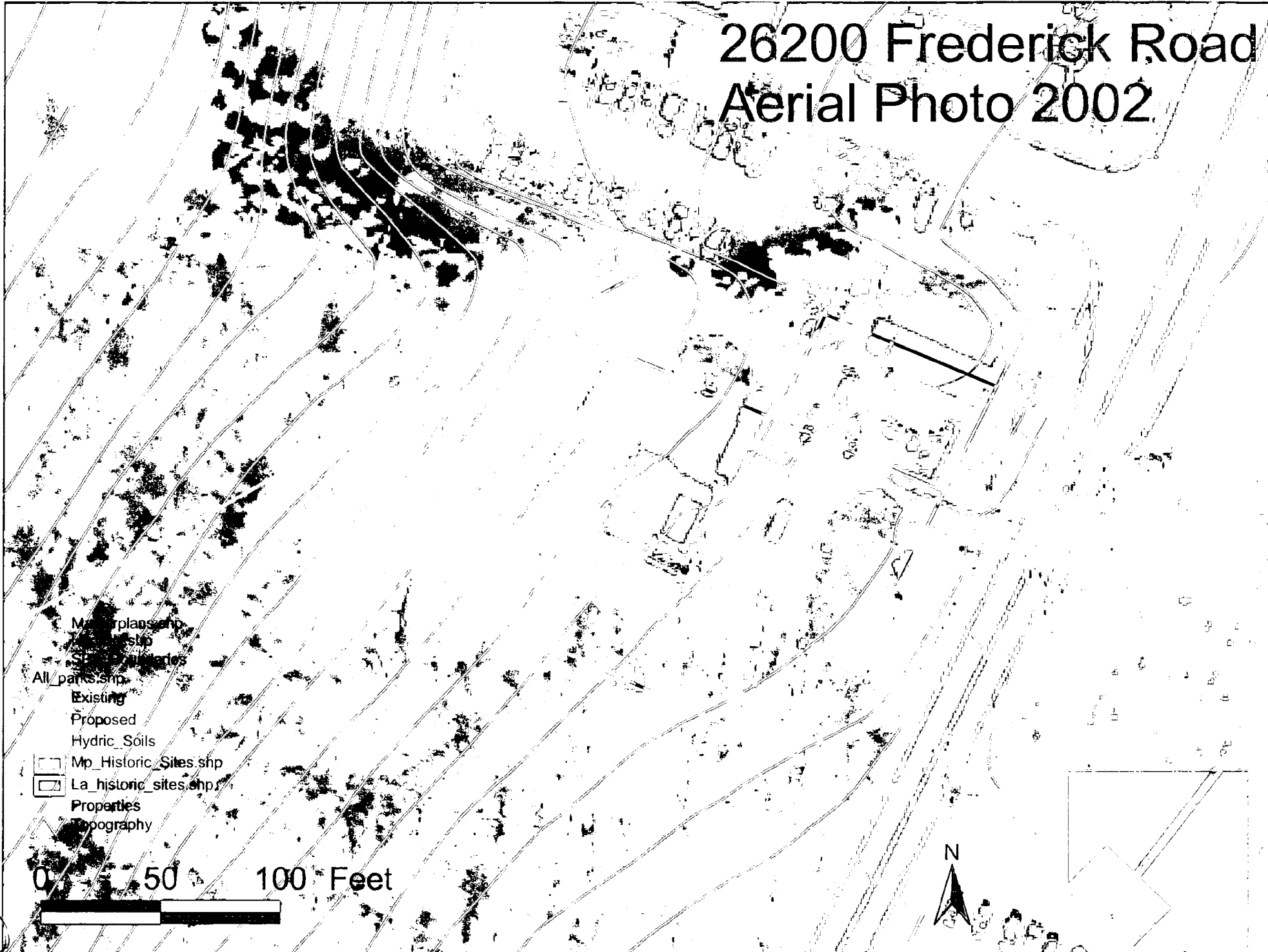
My... S...
Map... historic...
... historic...
... historic...
... historic...
... historic...
... historic...

100 Feet



47

26200 Frederick Road Aerial Photo 2002

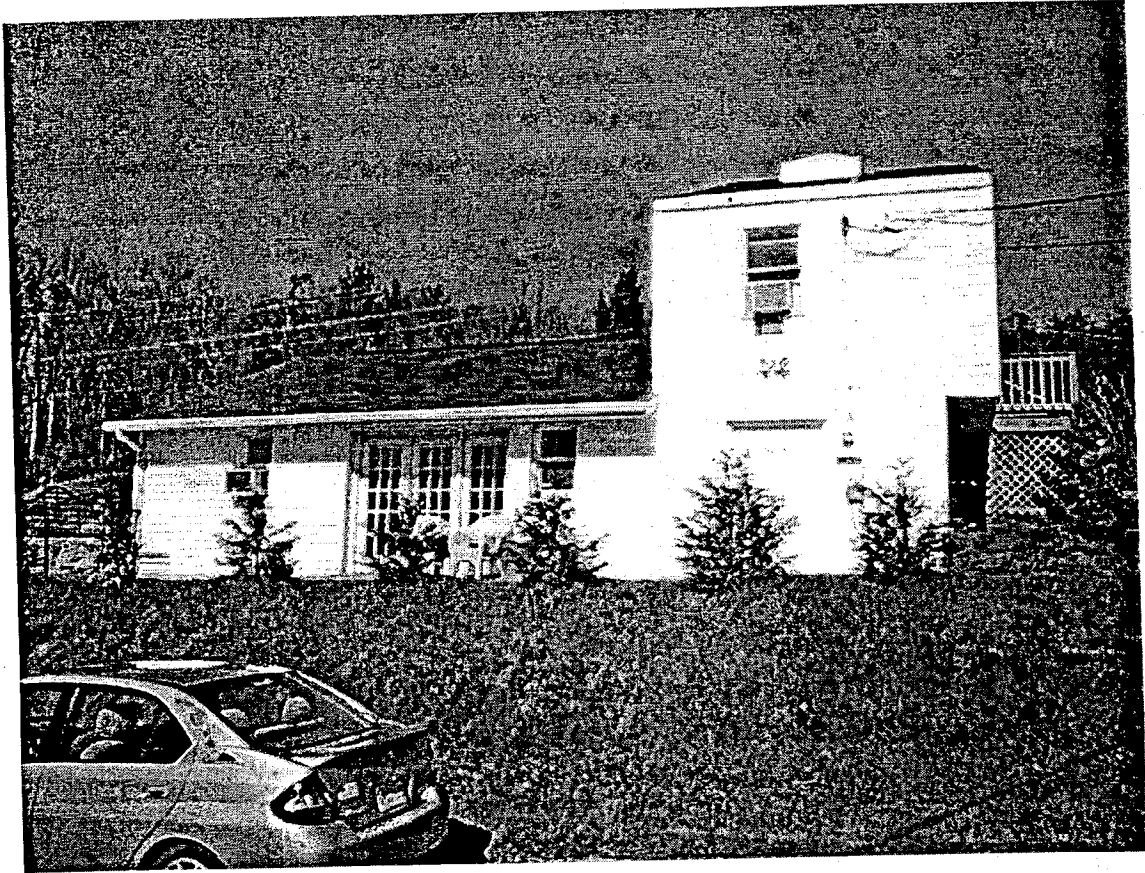


- Mn_plans.shp
- Sb_plans.shp
- Sb_plans_utilities
- All_parks.shp
- Existing
- Proposed
- Hydic_Soils
- Mp_Historic_Sites.shp
- La_historic_sites.shp
- Properties
- Topography

0 50 100 Feet

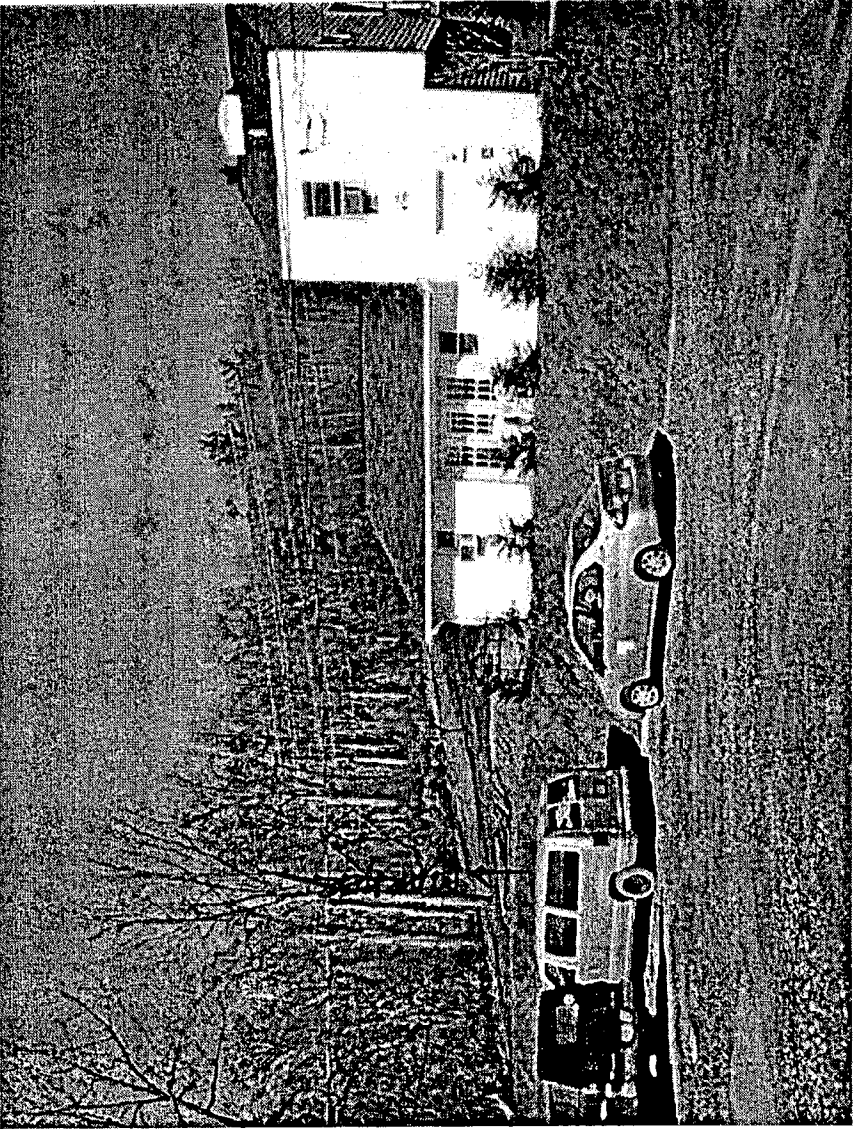


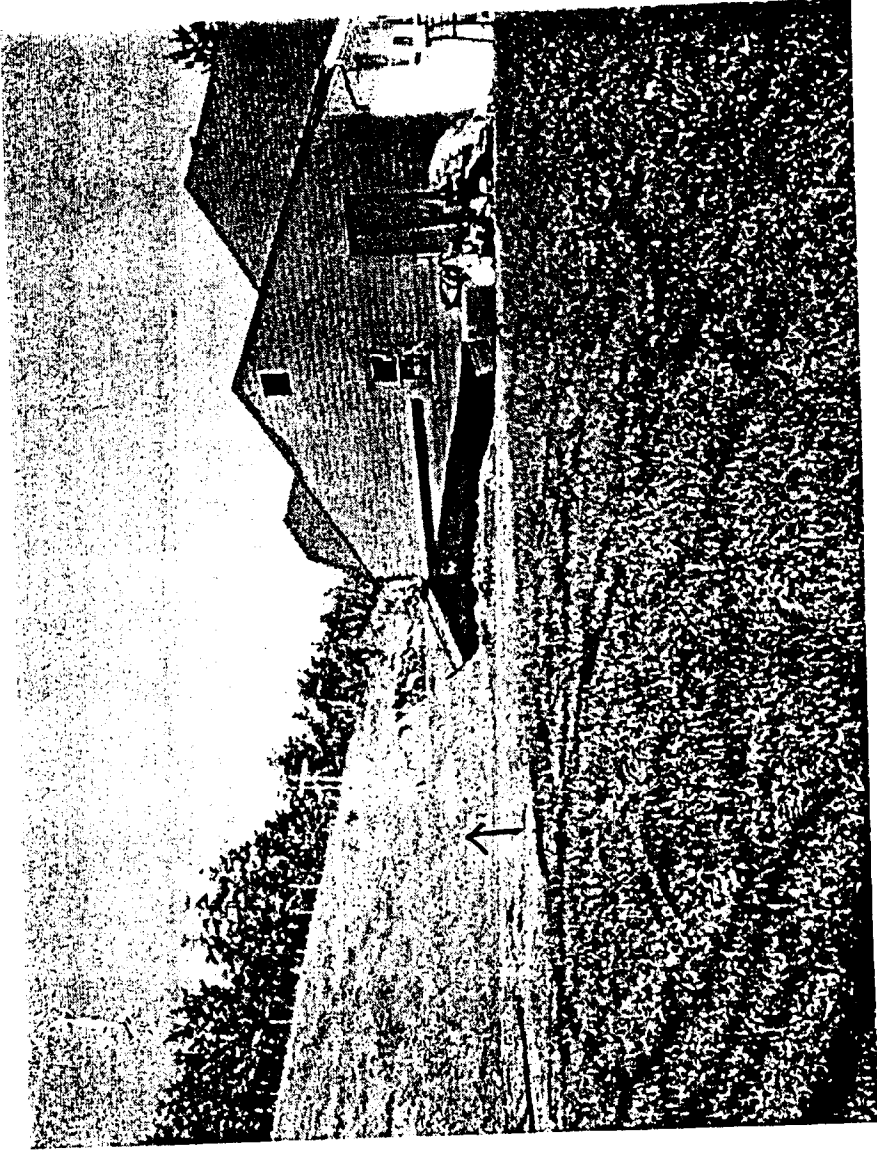
117



408

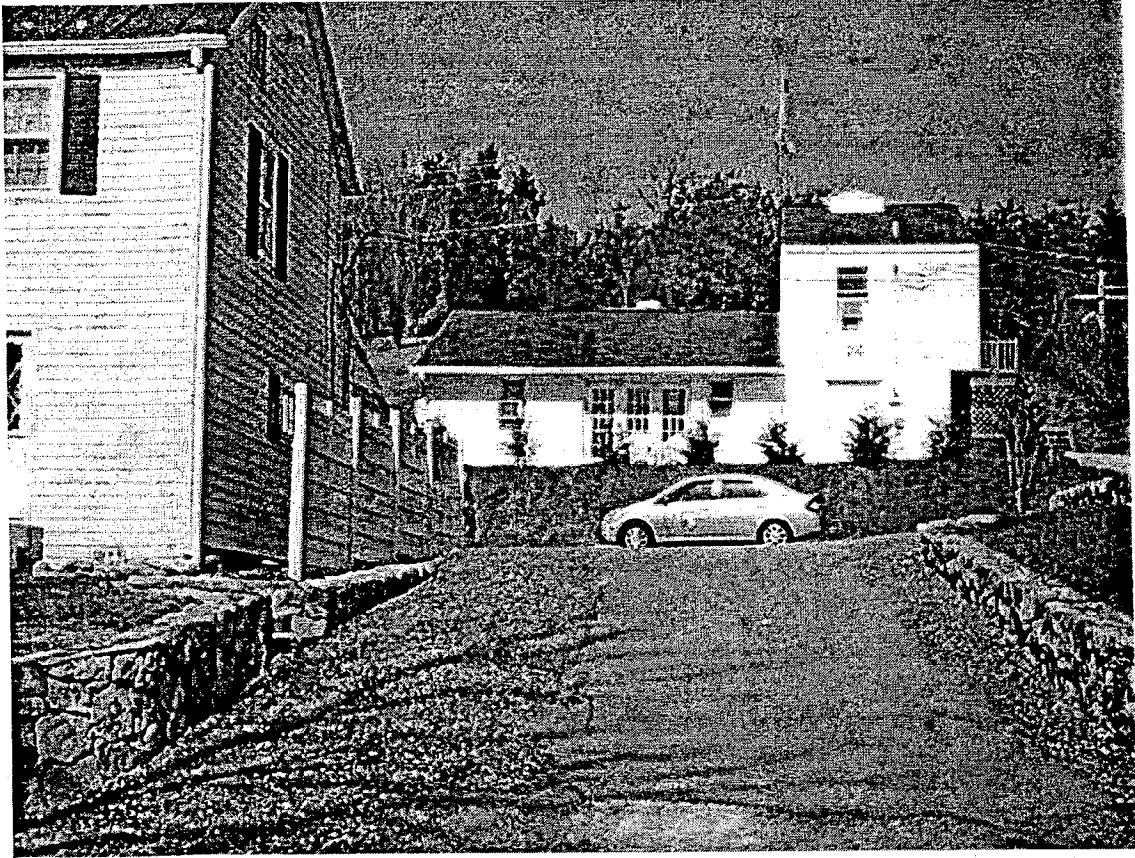
44





14

~~15~~



VIEW FROM BASE OF DRIVENWAY

46

98



VIEW FROM STREET

47
47



HISTORIC PRESERVATION COMMISSION

Douglas M. Duncan
County Executive

Julia O'Malley
Chairperson

September 8, 2005

MEMORANDUM

TO: Lawrence Ruggeri

FROM: Gwen Wright, Historic Preservation Supervisor

SUBJECT: Revision to HAWP Case No. 10/59-04D for 26130 Frederick Road

We have received your written request (originally dated August 15, 2005 and further revised by email on September 6, 2005) to revise your approved Historic Area Work Permit for the property 26130 Frederick Road.

Your current request is to "use real wood horizontally on the building, much like the church and the other historic buildings in Hyattstown. I will leave all of the other trim material that has been approved the same." The horizontal wood siding would be used in the place of the wood board and batten siding, which was a part of your original application and which was approved by the HPC.

I have polled the HPC on your request and they have delegated to me the authority to review and approve your current proposed revision. Based on this, I approve your proposed revision to your Historic Area Work Permit. **This letter serves as your approval to use wood horizontal siding.** Please consider placing a vertical wooden board where the gable ends on the left side elevation, so as to break up the expanse of the 67.5 foot long wall.

If you have questions on this matter, feel free to call me at (301)563-3413.



The Historic Chapel at
Milton Ridge

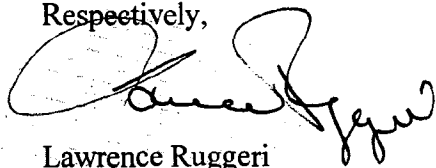
August 15, 2005

Dear Members of the Historical Society Commission,

We respectfully request an exemption from using 4 x 10 cedar-ply and request to use Hardee Plank board siding and cedar batons on the project located at 26200 Frederick Road, Hyattstown, Maryland. We have already received the historic work order permit. We have searched extensively within the United States for 4 x 10 cedar-ply and have not been successful in that search. In order to obtain the desired design, look and feel we are asking for an exception to use cedar plank select Hardee board cedar plank select vertical siding accompanied with original wood batons. This material is similar to the two new houses, and garage currently being built three houses south of us. The only difference is that our siding will be vertical instead of horizontal. Also the first of these new houses are 30 feet from the road and we are at least 100 feet from the road.

Thank you. We appreciate your consideration in granting us the exemption necessary to obtain the desired look.

Respectively,



Lawrence Ruggeri



Date: February 3, 2005

MEMORANDUM

TO: Robert Hubbard, Director

FROM: Michele Oaks, Senior Planner
Historic Preservation Section

SUBJECT: Historic Area Work Permit # 366353, for alterations and addition to an ancillary building at 26130 Frederick Road, Clarksburg; Hyattstown Historic District

The Montgomery County Historic Preservation Commission (HPC) has reviewed the attached application and drawings for a Historic Area Work Permit (HAWP). This application was **APPROVED with condition.**

The architect will consult with the Department of Permitting Services regarding grading and retaining walls for the site. Before the Historic Area Work Permit is released, the applicant must return to the staff and potentially the Commission with a plan that includes DPS's comments regarding the grading and retaining walls. **

**If it is determined by staff that the level of detail of the above items is insufficient, the case will return to the Commission for their review and approval.

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

Applicant: Lawrence Reggeri

Address: 26130 Frederick Road in the Hyattstown 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 arrange for a field inspection by calling the Montgomery County DPS Field Services Office at 240-777-6210 or online at <http://permits.emontgomery.org> prior to commencement of work and not more than two weeks following completion of work



RETURN TO: DEPARTMENT OF PERMITTING SERVICES
155 ROCKVILLE PIKE, 2nd FLOOR, ROCKVILLE, MD 20850
340/777-6370

DPS - #8

Remit #

L

HISTORIC PRESERVATION COMMISSION
301/563-3400

366353

APPLICATION FOR HISTORIC AREA WORK PERMIT

Contact Person: Lawrence Ruggeri
Daytime Phone No.: 301-607-4999

Tax Account No.: 00023980

Name of Property Owner: Lawrence Ruggeri Daytime Phone No.: 301-607-4999

Address: 26130 Frederick Road Clarksburg Md 20871
Street Number City State Zip Code

Contractor: Petro Design Build Phone No.: 301-249-9000

Contractor Registration No.: MHIC-05-4818-4819-267051

Agent for Owner: _____ Daytime Phone No.: _____

LOCATION OF BUILDING/PREMISE

House Number: 26130 Street: Frederick Road

Town/City: Clarksburg Nearest Cross Street: RT109

Lot: _____ Block: _____ Subdivision: _____

Liber: _____ Folio: _____ Parcel: _____

PART ONE: TYPE OF PERMIT ACTION AND USE

- 1A. CHECK ALL APPLICABLE:
- | | | | | | | | | |
|---|--|--|--|------------------------------------|---|--|-------------------------------|-------------------------------|
| <input checked="" type="checkbox"/> Construct | <input checked="" type="checkbox"/> Extend | <input checked="" type="checkbox"/> Alter/Renovate | <input checked="" type="checkbox"/> HVAC | <input type="checkbox"/> Slab | <input checked="" type="checkbox"/> Room Addition | <input type="checkbox"/> Porch | <input type="checkbox"/> Deck | <input type="checkbox"/> Shed |
| <input type="checkbox"/> Move | <input type="checkbox"/> Install | <input type="checkbox"/> Wreck/Raze | <input type="checkbox"/> Solar | <input type="checkbox"/> Fireplace | <input type="checkbox"/> Woodburning Stove | <input type="checkbox"/> Single Family | | |
| <input type="checkbox"/> Revision | <input type="checkbox"/> Repair | <input type="checkbox"/> Revocable | <input type="checkbox"/> Fence/Wall (complete Section 4) | | <input type="checkbox"/> Other: _____ | | | |

1B. Construction cost estimate: \$ 80,000.00

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.

Lawrence Ruggeri
Signature of owner or authorized agent _____ Date _____

Approved: X W/CONDITION For Chairman, Historic Preservation Commission
Disapproved: _____ Signature: Julia O'Malley Date: 2/2/05
Application/Permit No.: 366353 Date Filed: _____ 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:

CMU Block building, clad in vinyl siding
No trees present
No historical significance

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

Renovate pre 1960 CMU Block building into a
structure more suitable and compatible with
this beautiful historic district.

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.

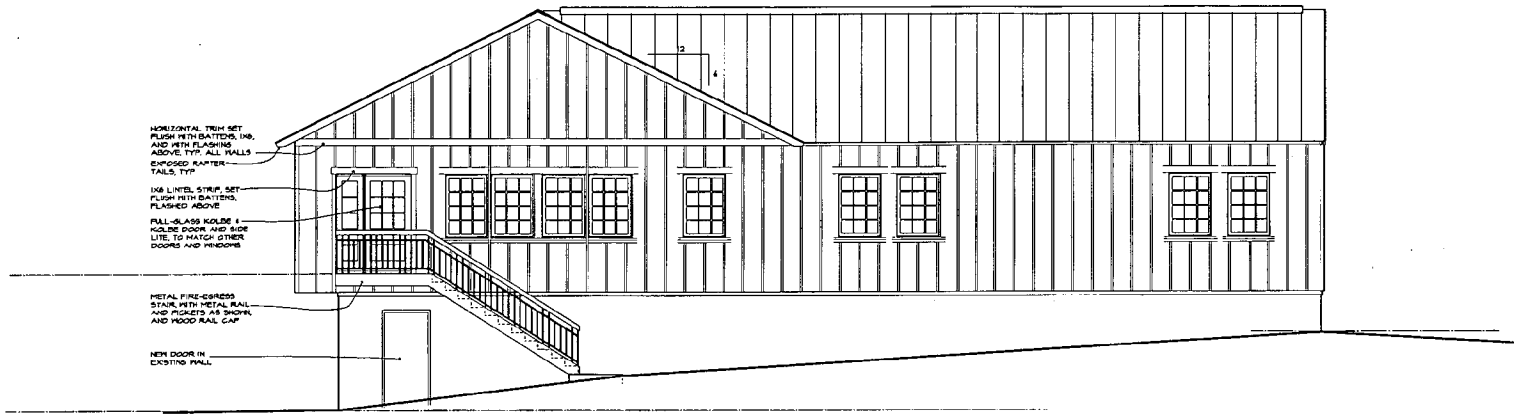
6. TREE SURVEY

If you are proposing construction adjacent to or within the crown 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.

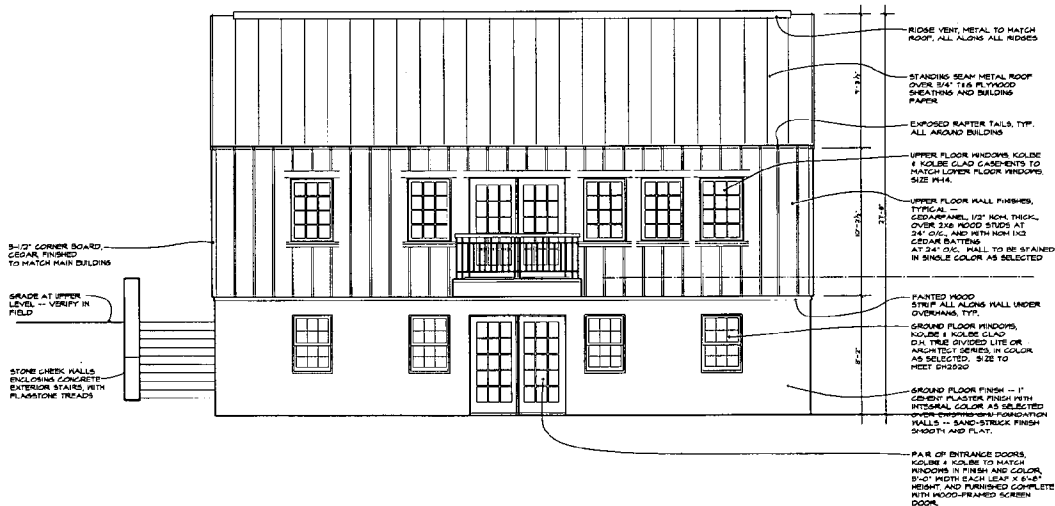
7. ADDRESSES OF ADJACENT AND CONFRONTING PROPERTY OWNERS

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.



B
LEFT SIDE ELEVATION
A2.1



A
FRONT SIDE ELEVATION
A2.1

ABRAHAM / PETRO
ARCHITECTS & DESIGNERS

50 ROCKY HILL
1801 OLD CENTRAL AVENUE
MITCHELLVILLE, MARYLAND 20852
301.241.4400 • FAX 301.241.4400

Historic Chapel
Meeting Hall

9891 26200 Fredrick Road • Clarksburg, Maryland 20871

ELEVATIONS
A AND B

Date: 24 NOV 04
Scale: 1/4" = 1'-0"

KENT RICHARD ABRAHAM
ARCHITECT
NO. LIC. 1111 - 119 5264

A2-1

12



D LEFT SIDE ELEVATION
A2.1



C REAR ELEVATION
A2.1

ABRAHAM / PETRO
ARCHITECTS & DESIGNERS

P.O. BOX 599
14400 WILHELM AVENUE
MILLSVILLE, MARYLAND 21767
(301) 271-1401 - FAX (301) 271-8900

Historic Chapel
Meeting Hall

9891 26200 Fredrick Road ° Clarksburg, Maryland 20871

ELEVATIONS
C AND D

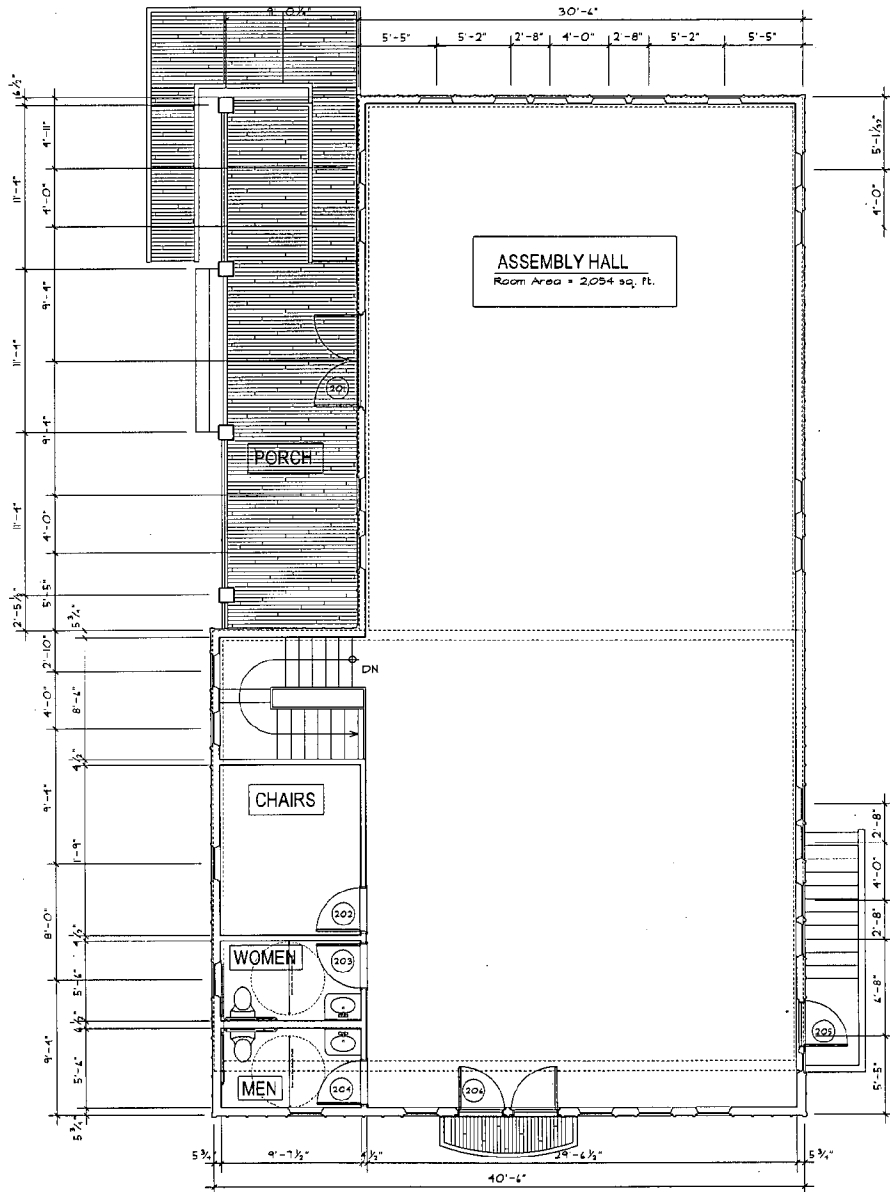
Date: 24 NOV 04
Scale: 1/4" = 1'-0"

KENT RICHARD ABRAHAM
MS.BC.01 - 04.0004

A2-2

12

71



ABRAHAM / PETRO
ARCHITECTS & DESIGNERS
 P.O. BOX 155
 1835 CENTRAL AVENUE
 NECHESVILLE, MARYLAND 20711
 (301) 234-4411 - FAX (301) 244-3022

Historic Chapel Meeting Hall
 9891 26200 Fredrick Road ° Clarksburg, Maryland 20871

UPPER LEVEL FLOOR PLAN
 Date: 24 NOV 04
 Scale: 1/4" = 1'-0"

A1-2

KENT RICHARD ABRANAM
 10 LUK FID - 108 5066

- RE-FORESTATION AREA:
PLANT WITH MIX OF TREES AND
NATIVE PLANTS. PLANTS TO BE SELECTED
FROM THE FOLLOWING LIST:
- Red Chokeberry (*Aronia arbutifolia*)
 - Summer Sweet (*Clethra alnifolia*) "Hummingbird" or "Rosea"
 - Silkberry Holly (*Ilex glabra*) "Shamrock"
 - Winterberry (*Ilex verticillata*) "Red Sprite"
 - Virginia Sweetpire (*Itea virginica*)
 - Mountain Laurel (*Kalmia latifolia*)
 - Great Rhododendron (*Rhododendron maximum*)
 - Swamp Azalea (*Rhododendron viscosum*)
 - Blueberry (*Vaccinium corymbosum*)
 - Arrowwood Viburnum (*Viburnum dentatum*)
 - Nitchhazel (*Hamamelis virginiana*)
- Where trees are desired or required,
select from the following list of native species:
- Fringe Tree (*Chionanthus virginicus*)
 - Eastern Redbud (*Cercis canadensis*)
 - Laurel Magnolia (*Magnolia virginiana*)
 - Downy Serviceberry (*Amelanchier canadensis*)
- suggest not using
- not native to this area
consider spirebush

REMOVE EXISTING SMALL TREES

NEW SCREENING TREES:
GREEN GIANT ARBOR VITAE
UNDER EXISTING TREES ALONG
EDGE OF ROAD AND PARKING

Specify sizes, types of containers, and heights of plantings

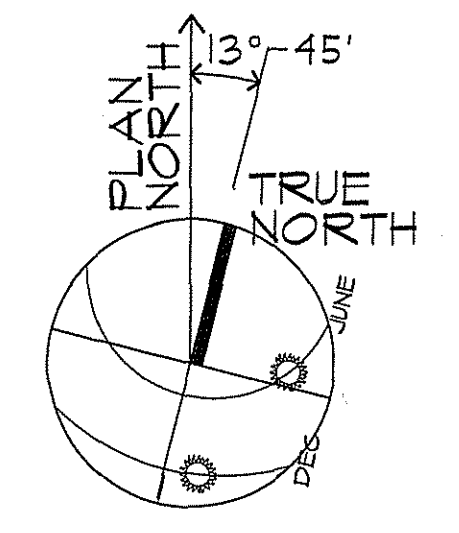
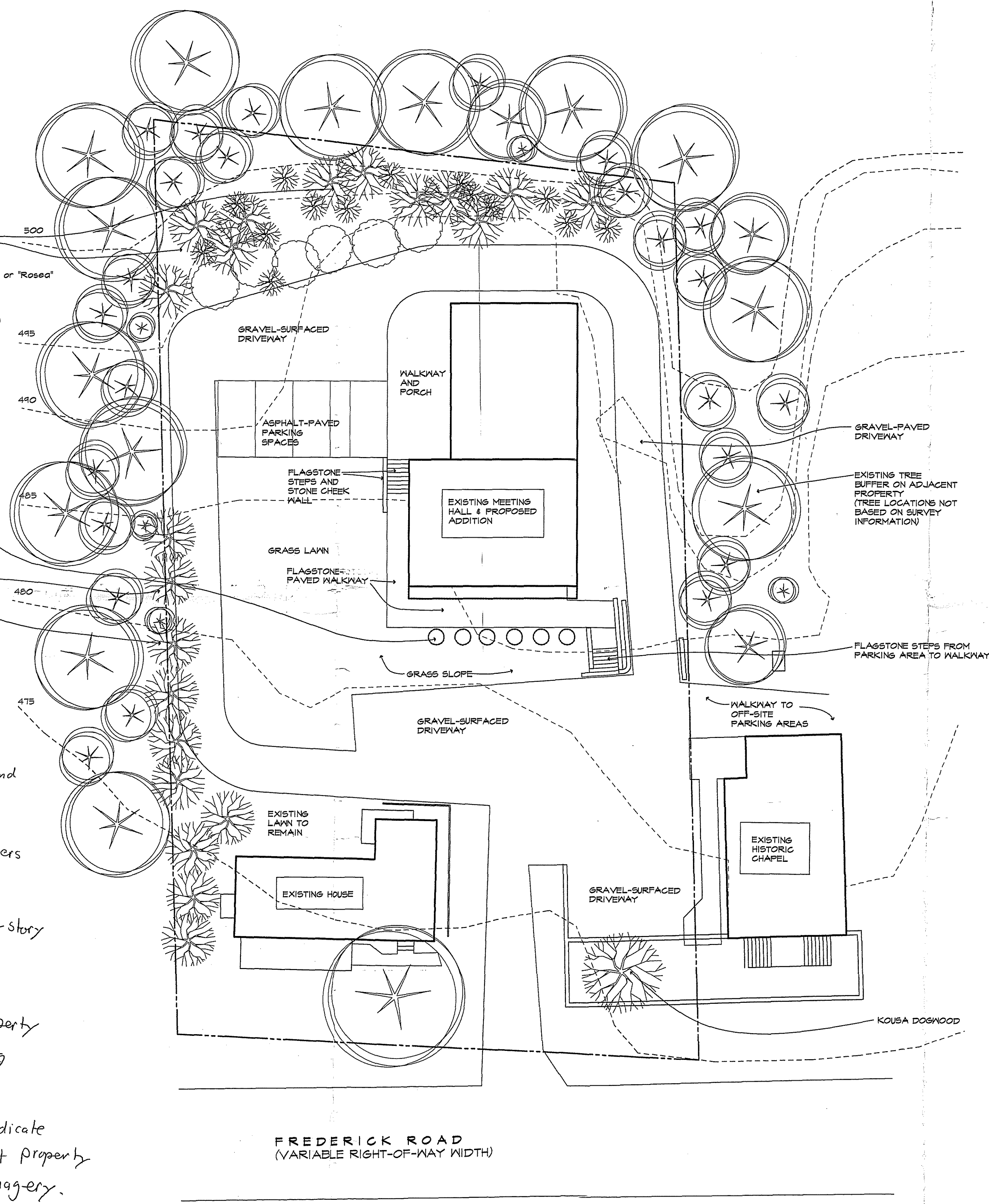
Use a table list to indicate numbers for each planting

Plan should include some over-story plantings and show a greater emphasis on native plantings along the ~~west~~ southern property boundary (adjacent existing forest)

Note: Aerial imagery does not indicate extensive clearing on subject property as compared with 2002 imagery.

Dom Quattrocchi

adj 4mill. sq ft Forest complex
237NW15



KENT RICHARD ABRAHAM
ARCHITECT
MD LIC 6101 - EXP 6/28/04

ABRAHAM / PETRO
ARCHITECTS & DESIGNERS

P.O. BOX 1888
18401 OLD CENTRAL AVENUE
MITCHELLVILLE, MARYLAND 20717
(301) 234-4401 - FAX (301) 249-9002

Historic Chapel
Meeting Hall

9891 26200 Fredrick Road ° Clarksburg, Maryland 20871

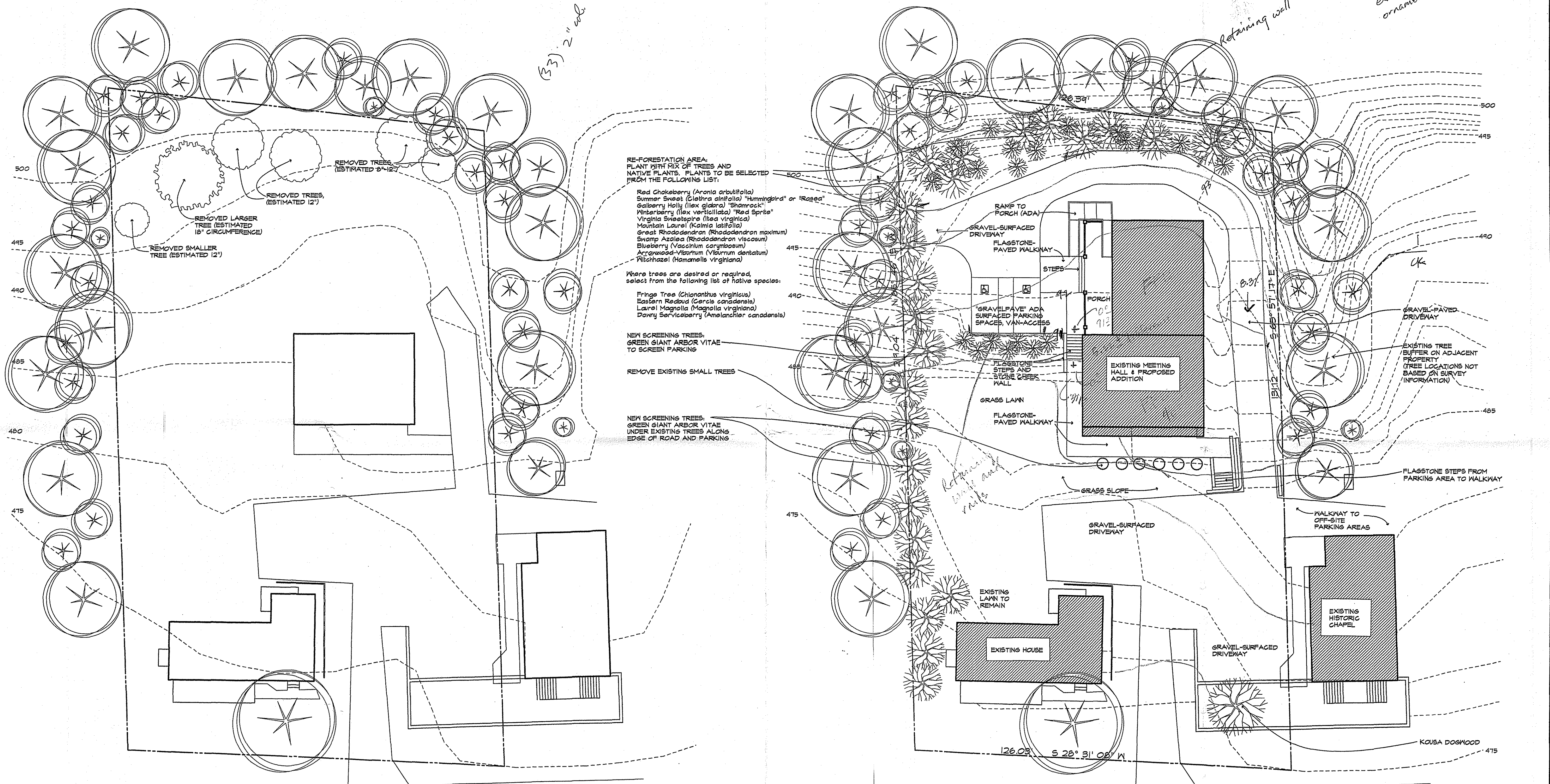
LANDSCAPE
PLAN & NOTES

Date: 24 NOV '04
Scale: 1/16" = 1'-0"

L-1

Copyright 2004, Kent Richard Abraham and Petro Design Group, Inc. Design and drawings are protected by copyright. All rights reserved. No part of this document may be reproduced without the express written consent of Petro Design Group, Inc. and Kent Richard Abraham, Architect.

Shade min. 2 1/2" cal.
 evergreen / ornamental > min. 6-8' hgt



RE-FORESTATION AREA
 PLANT WITH MIX OF TREES AND
 NATIVE PLANTS. PLANTS TO BE SELECTED
 FROM THE FOLLOWING LIST:

Red Chokeberry (*Aronia arbutifolia*)
 Summer Sweet (*Clethra alnifolia*) "Hummingbird" or "Rosea"
 Galberry Holly (*Ilex glabra*) "Shamrock"
 Wintersberry (*Ilex verticillata*) "Red Sprite"
 Virginia Sweetgum (*Albizia virginica*)
 Mountain Laurel (*Kalmia latifolia*)
 Great Rhododendron (*Rhododendron maximum*)
 Swamp Azalea (*Rhododendron viscosum*)
 Blueberry (*Vaccinium corymbosum*)
 Arrowwood-Viburnum (*Viburnum dentatum*)
 Witchhazel (*Hamamelis virginiana*)

Where trees are desired or required,
 select from the following list of native species:

Fringe Tree (*Chionanthus virginicus*)
 Eastern Redbud (*Cercis canadensis*)
 Laurel Magnolia (*Magnolia virginiana*)
 Downy Serviceberry (*Amelanchier canadensis*)

NEW SCREENING TREES:
 GREEN GIANT ARBOR VITAE
 TO SCREEN PARKING

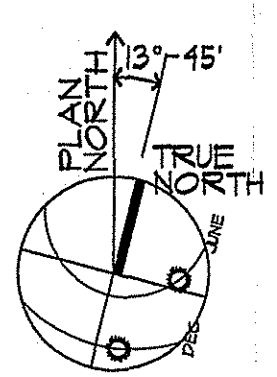
REMOVE EXISTING SMALL TREES

NEW SCREENING TREES:
 GREEN GIANT ARBOR VITAE
 UNDER EXISTING TREES ALONG
 EDGE OF ROAD AND PARKING

- SHOW EX. GRADES ON PROP. SITE PLAN
- SHOW LIMITS OF DISTURBANCE
- 2% CROSS SLOPE FOR ADA
- SHOW LOCATIONS OF RETAINING WALLS
- PROVIDE FFE ELEV. ON EX. AND PROP. BLDGS
- PROVIDE LANDSCAPE PLAN
 WITH PLANT SCHEDULE, PLANT DETAILS, KEY
 WITH SYMBOLS, MAINTENANCE SPECIFICATIONS

RECONSTRUCTED PLAN BEFORE RE-GRADING ON
 LAST PERMIT

NOTE: THIS INFORMATION IS BASED ON PHOTOGRAPHS
 AND RECOLLECTIONS OF THE OWNER, NOT ON
 SURVEY INFORMATION, WHICH IS NOT AVAILABLE



ABRAHAM / PETRO
ARCHITECTS & DESIGNERS

P.O. BOX 1688
 16401 OLD CENTRAL AVENUE
 BELLEVILLE, MARYLAND 20747
 (301) 284-2001 - FAX (301) 245-9002

Historic Chapel
Meeting Hall

9891 26200 Fredrick Road ° Clarksburg, Maryland 20871

LANDSCAPE
 PLAN & NOTES

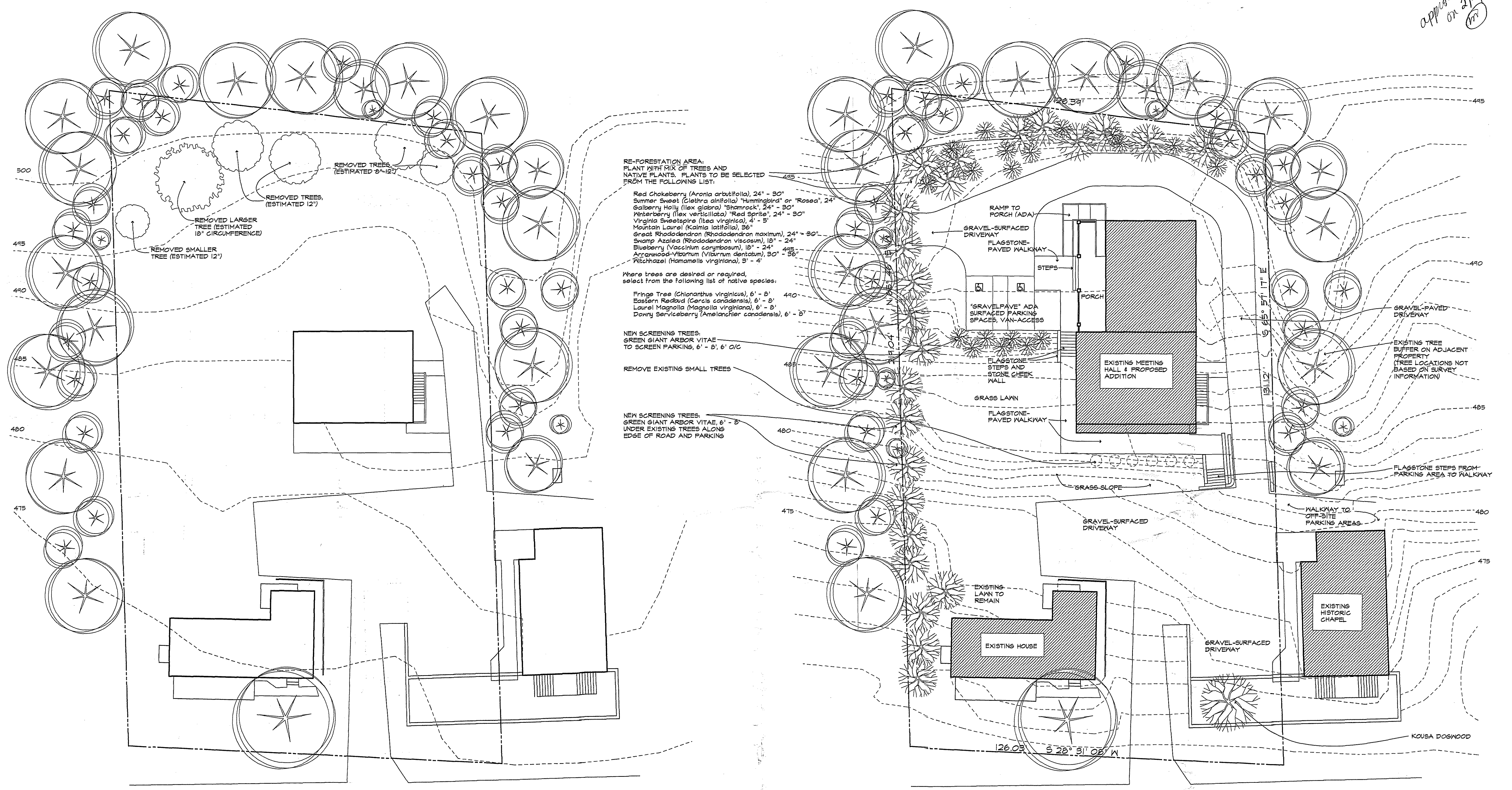
Date: 24 NOV '04
 Scale: 1/16" = 1'-0"

ARCHITECTURAL REGISTRATION BOARD
 STATE OF MARYLAND
 KENT RICHARD ABRAHAM
 ARCHITECT
 MD LIC# 6101 - EXP 9/28/04

L-1

5847
 5.22

Approved on 2/13/05
KRA



RE-FORESTATION AREA.
PLANT WITH MIX OF TREES AND
NATIVE PLANTS. PLANTS TO BE SELECTED
FROM THE FOLLOWING LIST:

- Red Chokeberry (*Aronia arbutifolia*), 24" - 30"
 - Summer Sweet (*Clethra alnifolia*) "Hummingbird" or "Rosea", 24"
 - Galberry Holly (*Ilex glabra*) "Shamrock", 24" - 30"
 - Ninersberry (*Ilex verticillata*) "Red Sprite", 24" - 30"
 - Virginia Sweetspine (*Itea virginica*), 4' - 5'
 - Mountain Laurel (*Kalmia latifolia*), 36"
 - Great Rhododendron (*Rhododendron maximum*), 24" - 30"
 - Swamp Azalea (*Rhododendron viscosum*), 18" - 24"
 - Blueberry (*Vaccinium corymbosum*), 18" - 24"
 - Arrowwood-Viburnum (*Viburnum dentatum*), 30" - 36"
 - Nitcheazel (*Hamamelis virginiana*), 3" - 4"
- Where trees are desired or required,
select from the following list of native species:
- Fringe Tree (*Chionanthus virginicus*), 6' - 8'
 - Eastern Redbud (*Cercis canadensis*), 6' - 8'
 - Laurel Magnolia (*Magnolia virginiana*), 6' - 8'
 - Downy Serviceberry (*Amelanchier canadensis*), 6' - 8'

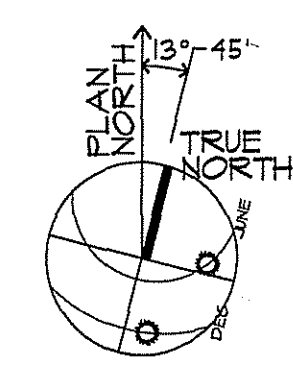
NEW SCREENING TREES:
GREEN GIANT ARBOR VITAE
TO SCREEN PARKING, 6' - 8', 6' O/C

REMOVE EXISTING SMALL TREES

NEW SCREENING TREES:
GREEN GIANT ARBOR VITAE, 6' - 8'
UNDER EXISTING TREES ALONG
EDGE OF ROAD AND PARKING

FREDERICK ROAD
(VARIABLE RIGHT-OF-WAY WIDTH)

RECONSTRUCTED PLAN BEFORE RE-GRADING ON
LAST PERMIT
NOTE: THIS INFORMATION IS BASED ON PHOTOGRAPHS
AND RECOLLECTIONS OF THE OWNER, NOT ON
SURVEY INFORMATION, WHICH IS NOT AVAILABLE



ABRAHAM / PETRO
ARCHITECTS & DESIGNERS

P.O. BOX 1888
1881 OLD CENTRAL AVENUE
MIDDELVILLE, MARYLAND 20717
(301) 234-2401 - FAX (301) 248-9002

Historic Chapel
Meeting Hall

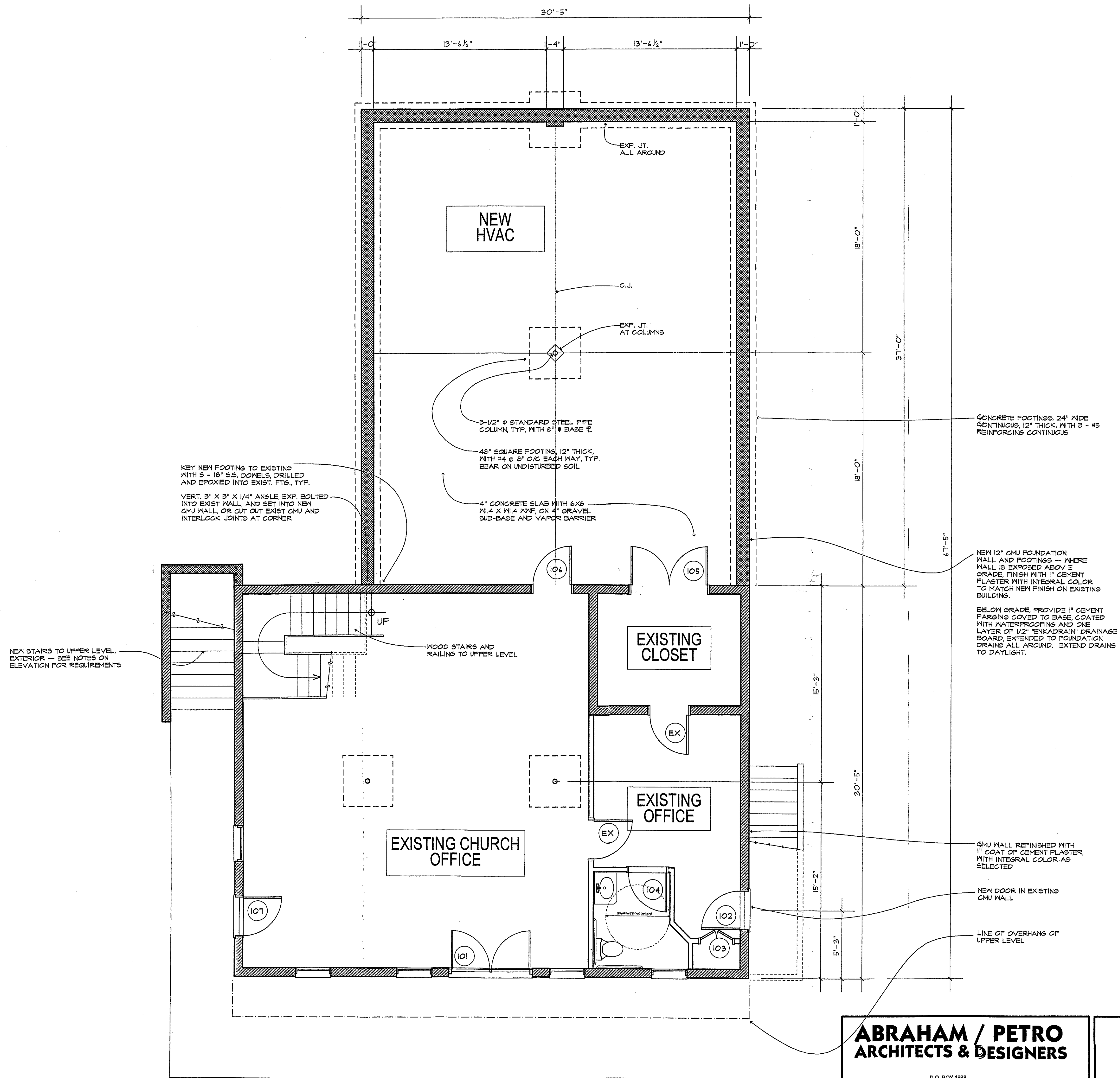
9891 26200 Fredrick Road ° Clarksburg, Maryland 20871

LANDSCAPE PLAN & NOTES
Date: 24 NOV '04
Scale: 1/16" = 1'-0"

KENT RICHARD ABRAHAM
ARCHITECT
MD LIC# 9101 - EXP 5/28/04

L-1

Copyright 2004, Kent Richard Abraham and
Petro Design, Inc. All rights reserved. No part of
this publication may be reproduced, stored in a
retrieval system, or transmitted in any form or
by any means, electronic, mechanical, photocopying,
recording, or by any information storage and
retrieval system, without the prior written permission
of the publisher.



KEY NEW FOOTING TO EXISTING WITH 3 - 12" S.S. DOWELS, DRILLED AND EPOXIED INTO EXIST. FTG. TYP.

VERT. 3" X 3" X 1/4" ANGLE, EXP. BOLTED INTO EXIST. WALL, AND SET INTO NEW CMU WALL, OR CUT OUT EXIST. CMU AND INTERLOCK JOINTS AT CORNER

3-1/2" Ø STANDARD STEEL PIPE COLUMN, TYP. WITH 6" Ø BASE PL.

48" SQUARE FOOTING, 12" THICK, WITH #4 Ø 2' C/C EACH WAY, TYP. BEAR ON UNDISTURBED SOIL.

4" CONCRETE SLAB WITH 6X6 W/4 X W/4 W/F, ON 4" GRAVEL SUB-BASE AND VAPOR BARRIER

CONCRETE FOOTINGS, 24" WIDE CONTINUOUS, 12" THICK, WITH 3 - #5 REINFORCING CONTINUOUS

NEW 12" CMU FOUNDATION WALL AND FOOTINGS -- WHERE WALL IS EXPOSED ABOVE GRADE, FINISH WITH 1" CEMENT PLASTER WITH INTEGRAL COLOR TO MATCH NEW FINISH ON EXISTING BUILDING.

BELOW GRADE, PROVIDE 1" CEMENT FARGING COVERED TO BASE, COATED WITH WATERPROOFING AND ONE LAYER OF 1/2" "ENKADRAIN" DRAINAGE BOARD, EXTENDED TO FOUNDATION DRAINS ALL AROUND. EXTEND DRAINS TO DAYLIGHT.

CMU WALL REFINISHED WITH 1" COAT OF CEMENT PLASTER, WITH INTEGRAL COLOR AS SELECTED

NEW DOOR IN EXISTING CMU WALL

LINE OF OVERHANGS OF UPPER LEVEL

NEW STAIRS TO UPPER LEVEL, EXTERIOR -- SEE NOTES ON ELEVATION FOR REQUIREMENTS

WOOD STAIRS AND RAILINGS TO UPPER LEVEL

ABRAHAM / PETRO
ARCHITECTS & DESIGNERS
 P.O. BOX 1888
 16401 OLD CENTRAL AVENUE
 NOTRE DAME, MARYLAND 20717
 (301) 234-4401 - FAX (301) 248-9002

Historic Chapel Meeting Hall
 9891 26200 Fredrick Road ° Clarksburg, Maryland 20871

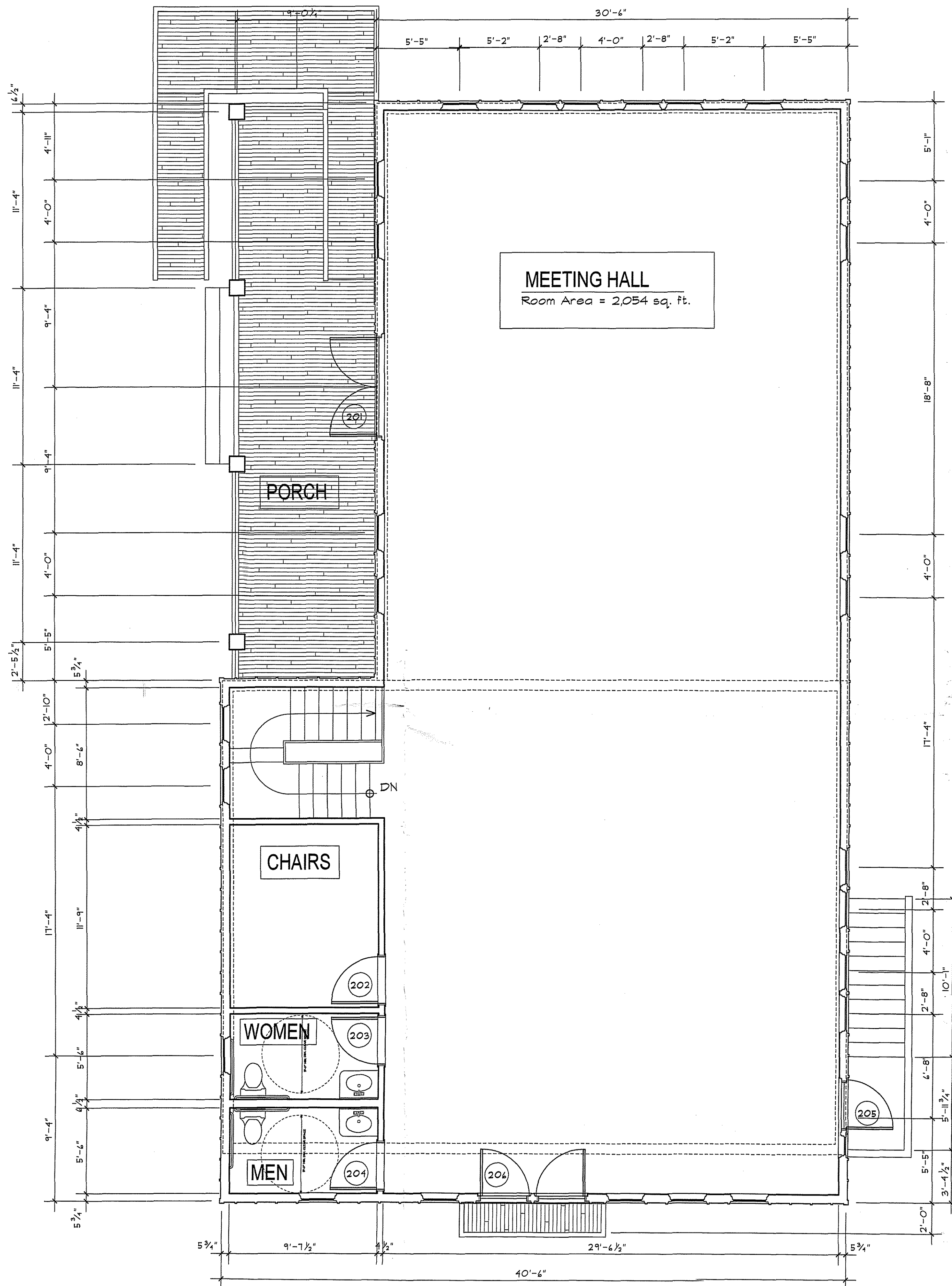
LOWER LEVEL FLOOR PLAN

Date:	24 NOV 04
Scale:	1/4" = 1'-0"

KENT RICHARD ABRAHAM
 ARCHITECT
 MD LIC# 8191 - EXP 9/28/04

A1-1

Copyright 2004, Kent Richard Abraham and Peter DeWitt, Inc. All rights reserved. No part of this drawing may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the express written consent of Kent Richard Abraham, Architect.



ABRAHAM / PETRO
ARCHITECTS & DESIGNERS

P.O. BOX 1688
 16401 OLD CENTRAL AVENUE
 MITCHELLVILLE, MARYLAND 20717
 (301) 234-4401 - FAX (301) 246-9002

Historic Chapel
Meeting Hall

9891 26200 Fredrick Road ° Clarksburg, Maryland 20871

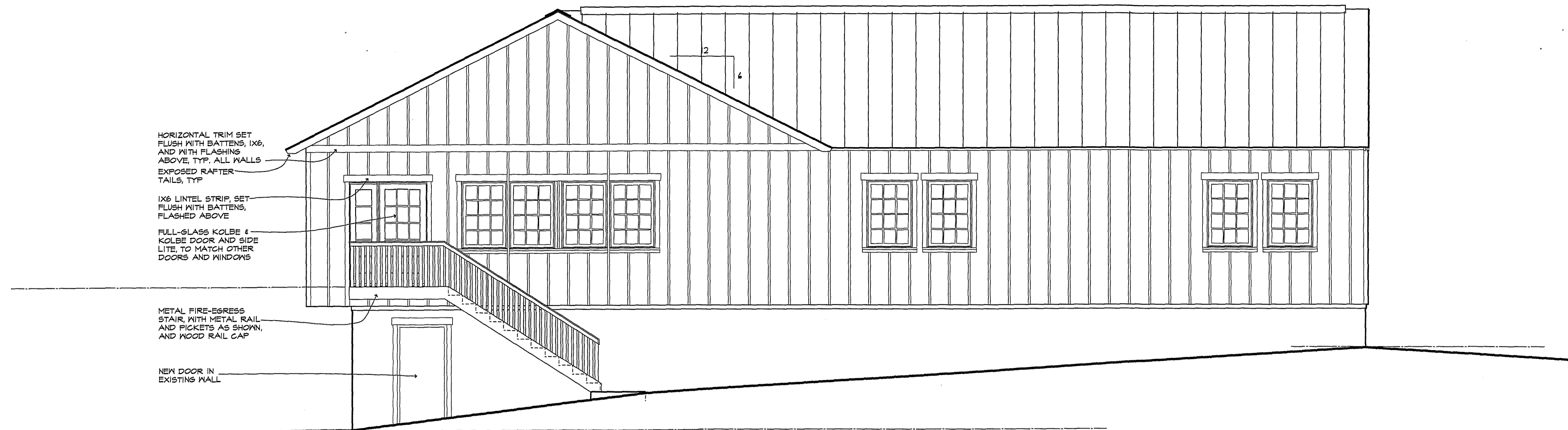
UPPER LEVEL
 FLOOR PLAN

Date: 24 NOV 04
 Scale: 1/4" = 1'-0"

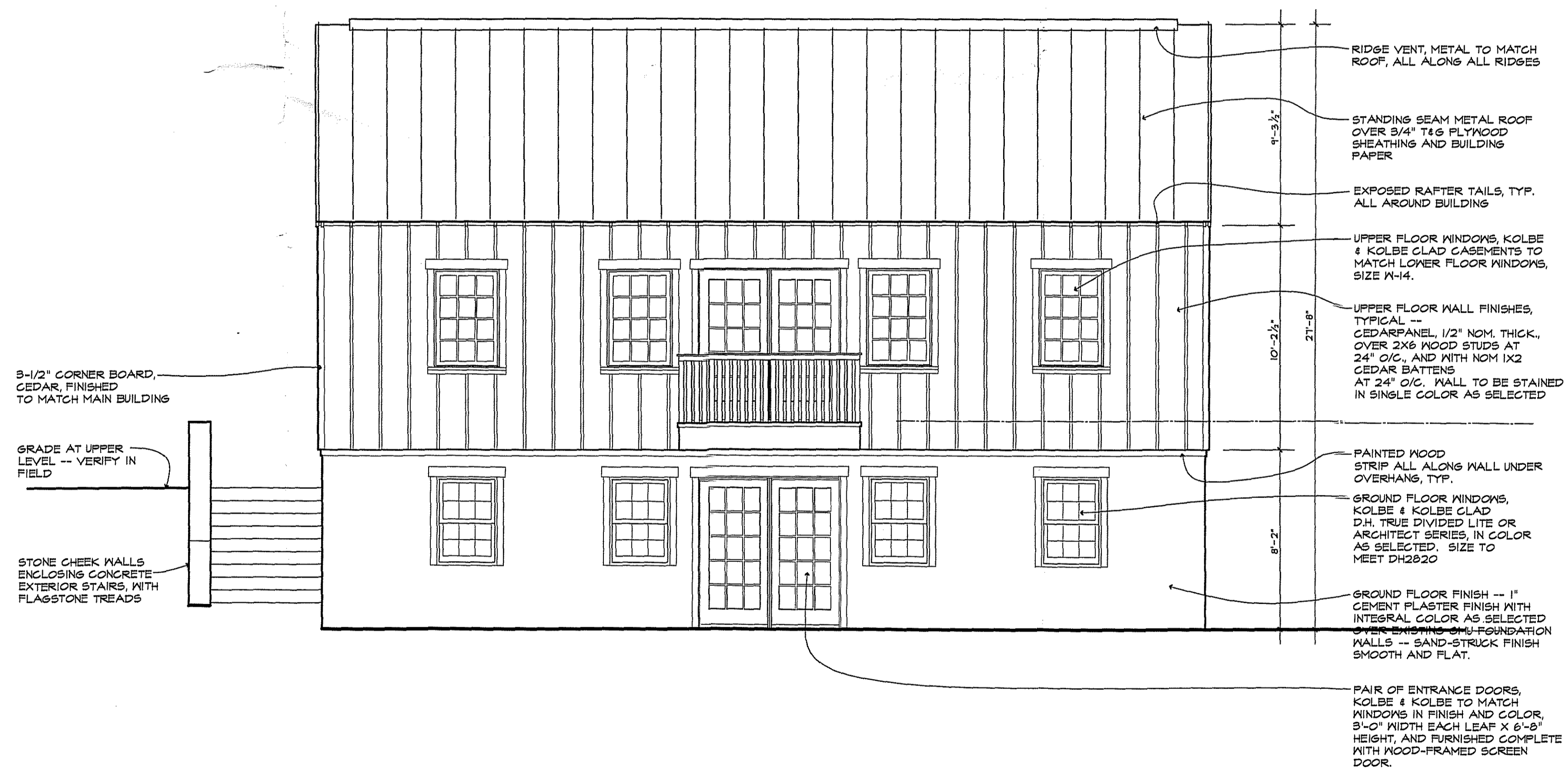
A1-2

Copyright 2004, Kent Richard Abraham and
 Peter Petro. All rights reserved. This drawing is the property
 of the architect and is not to be reproduced, stored in a retrieval
 system, or transmitted in any form or by any means, electronic,
 mechanical, photocopying, recording, or by any information
 technology, without the express written consent of Kent Richard Abraham, Architect.

KENT RICHARD ABRAHAM
 ARCHITECT
 MD LIC# 6101 - EXP 5/26/04



B RIGHT SIDE ELEVATION
A2.1



A FRONT SIDE ELEVATION
A2.1

ABRAHAM / PETRO
ARCHITECTS & DESIGNERS

P.O. BOX 1658
16501 OLD CENTRAL AVENUE
MITCHELLVILLE, MARYLAND 20717
(301) 234-4401 - FAX (301) 249-9002

Historic Chapel
Meeting Hall

9891 26200 Fredrick Road ° Clarksburg, Maryland 20871

ELEVATIONS
A AND B

Date: 24 NOV 04
Scale: 1/4" = 1'-0"

A2-1

KENT RICHARD ABRAHAM
ARCHITECT
MD LIC# 6101 - EXP 9/28/04

Copyright © 2004, Kent Richard Abraham and
Petro Design, Inc. All rights reserved. No part of this
document may be reproduced, stored in a retrieval
system, or transmitted, in any form or by any means,
electronic, mechanical, photocopying, recording,
and/or by any information storage and retrieval
system, without the prior written consent of Petro Design, Inc.
and Kent Richard Abraham, Architects.



D LEFT SIDE ELEVATION
A2.1



C REAR ELEVATION
A2.1

KENT RICHARD ABRAHAM
ARCHITECT
MD LIC# 8101 - EXP 8/28/04

ABRAHAM / PETRO
ARCHITECTS & DESIGNERS

P.O. BOX 1888
18401 OLD CENTRAL AVENUE
MITCHELLVILLE, MARYLAND 20717
(301) 234-4401 • FAX (301) 249-9002

Historic Chapel
Meeting Hall
9891 26200 Fredrick Road ° Clarksburg, Maryland 20871

ELEVATIONS
C AND D
Date: 24 NOV 04
Scale: 1/4" = 1'-0"

A2-2

Copyright 2004, Kent Richard Abraham and
Petro Design Group, Inc. Design and drawings are produced by
an independent contractor and may not be made, copied or reproduced
without the express written consent of Kent Richard Abraham, Inc.
and Petro Design Group, Inc.

The Historic Chapel at
Milton Ridge

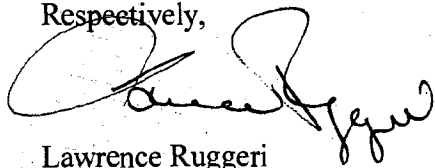
August 15, 2005

Dear Members of the Historical Society Commission,

We respectfully request an exemption from using 4 x 10 cedar-ply and request to use Hardee Plank board siding and cedar batons on the project located at 26200 Frederick Road, Hyattstown, Maryland. We have already received the historic work order permit. We have searched extensively within the United States for 4 x 10 cedar-ply and have not been successful in that search. In order to obtain the desired design, look and feel we are asking for an exception to use cedar plank select Hardee board cedar plank select vertical siding accompanied with original wood batons. This material is similar to the two new houses, and garage currently being built three houses south of us. The only difference is that our siding will be vertical instead of horizontal. Also the first of these new houses are 30 feet from the road and we are at least 100 feet from the road.

Thank you. We appreciate your consideration in granting us the exemption necessary to obtain the desired look.

Respectively,



Lawrence Ruggeri

ABRAHAM / PETRO

ARCHITECTS AND DESIGNERS

TRANSMITTAL SHEET

TO:

Michele Oaks
Senior Planner
Historic Preservation Office
Montgomery County
Department of Park and
Planning
1109 Spring Street, Suite 801
Silver Spring, MD 20910

FROM:

Kent R Abraham, Architect

RE:

Historic Chapel
Larry Ruggieri

DATE:

2/4/2005

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Per your request, here is another set of the Drawings.

P.O. BOX 1668
16401 OLD CENTRAL AVENUE
MITCHELLVILLE, MARYLAND 20717

301 249-4401 (OFFICE) 301 996-6981 (CELL) 301 249-9002 (FAX)
KENT@KABRAHAM.COM

The International Newspaper

The Washington Diplomat

December 2002

SUBSCRIPTIONS ADVERTISING STAFF RESOURCES

- HOME
- AMBASSADORS
- APPOINTMENTS
- WORLD HOLIDAYS
- PAST ISSUES
- ABOUT
- ADVERTISERS
- CLASSIFIEDS
- FEEDBACK

Washington Diplomat
 PO Box 1345
 Wheaton, MD 20915
 Tel: 301.933.3552
 Fax: 301.949.0065

Man With a Mission Local Photographer Restores 19th-Century Church in Labor of Love

by Serena Lei

Larry Ruggeri has been photographing foreign ambassadors to the United States for eight years, totaling nearly 100 covers for The Washington Diplomat alone. His thriving business, Ruggeri Photography, includes clients that range from AT&T to the FBI, covering magazine editorials to high-tech advertisements. Recently, he purchased and restored a condemned 19th-century church in Hyattstown, Md., now available for weddings and often used as a studio.

Ruggeri takes all of his work in stride. A self-taught photographer, Ruggeri is the rare, unpretentious mix of businessman and artist, grounded in his firm devotion to family and God.

"I have an Asian girl." This is one of the first things Ruggeri said while we were driving to his restored church. I am momentarily surprised, since Ruggeri is Italian. He explains that his four-year-old Korean daughter, Kaela, is adopted.

"Everything I do is for my family," he said. A pink, heart-shaped note sits on his dashboard—a reminder from Ruggeri's wife, Tracy, which she tucked into his lunch bag. "She's my angel," he said, "the most unselfish person I've ever met." Tracy devotes her time to caring for Kaela and their 11-year-old daughter, Brittany.

Ruggeri's father died when he was 8. "The same year Kennedy died," he noted, a historical marker he has probably repeated more than once. His mother, widowed without life insurance, began working as a grocery store cashier, managing to support Ruggeri and his two older sisters with help from the church.

The girls slept with their mother in a one-bedroom apartment in New Jersey, while Ruggeri slept in a closet big enough for a small bed. "It was totally cool for me," he said. "It was like a fort, and I had my own room." In a few years, the family moved in with Ruggeri's grandparents until his mother saved up enough money for a house.

"I had a lot of father figures," Ruggeri said. A minister gave Ruggeri his first camera. Another brought him to a Maryland community college and gave him the direction he needed to find his career. It is a religious narrative that he does not romanticize but rather respects. "I was a truck driver," Ruggeri said. "I knew I was supposed to do something else with my life, but I had no idea ... [The minister] brought me right to the television studios, and I just freaked out."

There is still a hint of the hippie Ruggeri claims to have been at 17.

After college, Ruggeri started his own photography business, turning a chance opportunity with a \$10-per-picture client into a million-dollar account over four years. Ruggeri picked up several other big clients along the way, updating his business with Web technology and digital photography to stay current. He has

Advertisement

Advertisement

three Web sites (www.ruggeriphoto.com, www.digitalphoto.com and www.circlevision.com), not including one for the church, to market his services to different target groups. Circlevision technology enables Web viewers to literally pan across a room, exploring sites in virtual three-dimension form. Portions of Ruggeri's portfolio are available on his other two Web sites.

When photographing a chief executive officer or ambassador, Ruggeri finds that they inevitably wish to be pictured in their office, holding a phone. Instead, Ruggeri looks for a more interesting location, starting with a preconceived plan.

When photographing Ted Leonsis, vice chairman at America Online, Ruggeri took one shot and knew he was finished. The picture is a close-up of Leonsis's face, filling the frame with arched eyebrows and a wicked, in-your-face smile, like a manic cartoon character.

One of Ruggeri's favorite stories is his photo shoot with Robert Johnson, chairman and chief executive officer of Black Entertainment Television (BET). "His photos are usually staid, poised, very formal," Ruggeri said. To reform this look, Ruggeri's editors wanted a picture of Johnson cupping his hands to his mouth and shouting "Wow!"

At first, Johnson refused, citing that he had an image to maintain. "I know you'll do this, because you were like me once, and you would do anything to get the shot or make the deal to be where you are today," Ruggeri said, trying to convince Johnson. "I said, 'Let's go back to when you were 6 years old and Luigi just took your bicycle. You're running after him—can you picture this? And yell, 'Hey, Luigi!'" Johnson acquiesced, shouting "Hey, Luigi!" to the great surprise of his own public relations team. "When I left," Ruggeri continued, "he shook my hand and said 'Luigi, it was fun.'"

Ruggeri has an eye for capturing the personality in a portrait, but he has succeeded because of his business sense, a strength he credits to his mother. "You have to put more attention into the business end of photography than you do the art," he noted.

Ruggeri is concerned that on-line clip art, a fast and inexpensive way to purchase pre-existing photos, is rendering the trade irrelevant. "It is hard for photographers to make a living selling original photography," Ruggeri said. "If you are really into [photography], have a back-up plan."

At this stage, Ruggeri does not need a back-up plan, but his future may not be in photography. Four years ago, when Ruggeri was baptized, religion took on a new meaning for him. "I just kind of got it, and when you get it, you get on fire ... and your whole life changes," he said.

Last year, Ruggeri was searching for a new studio with high ceilings. He prayed that God would help him, and the next day his real estate agent called and asked if a church would work. "I think there's a bigger picture ... and that He has been speaking to me since I was baptized."

Although Ruggeri does not have the training to be a minister, he has not ruled it out of his life. "I think it would be great to be a minister, just because of the influence on my life of ministers."

Ruggeri has offered the chapel to church groups as a meeting space. He is also renting the chapel out for weddings and christenings. In the future, he hopes a congregation will make his church their home, allowing him to counsel young couples about marriage.

The church that Ruggeri bought was built in 1875 and first served as the United

Methodist Church South. Since 1952, it had been used as an antique store, a gun shop, a swimming pool store, and storage for a cabinet maker. When Ruggeri purchased it, the church was considered condemned, and the bank would not risk a mortgage. Ruggeri was forced to pay the \$40,000 upfront, and has since poured hundreds of thousands of dollars into the restoration.

Ruggeri said the church restoration was helped along by "little miracles," such as sudden financial windfalls or unexpected help. He ditched early plans to turn the space into a high-tech studio, costing him his first architect. Ruggeri then met David Cahoon, who not only owns St. Joseph's Carpentry Shop, but is also affiliated with Ecclesiastic Woodwork, which specializes in church restorations. God need not always work in subtle ways.

Early interior photos of the church are unrecognizable from the restored chapel. Ruggeri had to completely rebuild the roof, remake the windows that had been boarded up, restore the original sashes and glass, and replace the flooring. He named the property "Milton Ridge" after his friend and contractor, Steve Milton. "The Historic Chapel at Milton Ridge" is now a simple and beautiful one-room chapel with an exposed ceiling, hardwood floors and a mezzanine loft.

On Aug. 22, the church was formally opened. Maryland state and Montgomery County executives and members of the Historic Preservation Commission attended the ceremony and commended Ruggeri's accomplishment. Although proud of the recognition, Ruggeri puts it in perspective: "I've had so many struggles in my life to overcome, this is nothing."

Serena Lei is a contributing writer to The Washington Diplomat.

THE UNIVERSITY OF TEXAS
MD ANDERSON
CANCER CENTER



Making Cancer History®

FA

HISTORIC PRESERVATION COMMISSION STAFF REPORT

Address: 26130 Frederick Road, Hyattstown Meeting Date: 12/15/04
 Subject Resource: Non-Contributing Hyattstown Historic District Report Date: 12/08/04
 Review: HAWP Public Notice: 12/01/04
 Case Number: 10/59-04D CONTINUANCE Tax Credit: N/A
 Applicant: Lawrence Reggeri Staff: Michele Naru

Proposal: Rear addition and second story expansion of a non-contributing building

Recommendation: Continue *what are you proposing to build -*

*Site Plan
Tree Plan -
decisions - screening
for planting
lot screening*

RECOMMENDATION

Staff recommends that the Commission continue this application in order for the applicant to provide them with the following:

retaining walls / swales / water issues

A grading plan will be submitted to the Commission for review and comment. *site plan - parking lot - grading - water run off*

A tree removal identification plan will be submitted to the Commission for review and comment.

Suggested conditions of approval for the HAWP application when it returns to the HPC with the provided documents are:

The reforestation plan will be reviewed by the environmental planners at M-NCPPC to provide feedback to the Commission.

The siding will be cedar, board and batten. Hardi-plank is not approved. *- stained white*

HISTORY

Hyattstown, founded by Jesse Hyatt, was originally platted in 1798 and is significant as one of the largest cohesive collections of relatively unaltered 19th century buildings in Montgomery County. The town, a rural village, was created to service the needs of travelers and nearby farm facilities. It is located along a single, tree-shaded street and is a fine example of linear development along a major artery, opened about 1750, to connect the tobacco port of Georgetown with the colonial City of Frederick. With the establishment of Washington as the nation's capital, Frederick Road continued as an important artery linking the westward expanding frontier to its new capital city.

Hyattstown appears today much as it did in the 19th century. Interspersed among modest homes are many structures essential to 19th century village life including a school, churches, shops, offices and a hotel. The majority of the homes in Hyattstown were erected close together on quarter-acre lots and very close to the roadside. The houses, mostly built between 1800 and 1900, are visually important features of Hyattstown's streetscape. The historic district is comprised of approximately 38.6 acres and about 30 structures. The lots and alleys are situated just as they were back in the 18th

(framing around door)

** Screening for parking*

Capacity 100 people

and 19th centuries. Included in the district in addition to residential uses are churches, a restaurant, a barbershop, and the volunteer fire department.

SITE DESCRIPTION

The subject parcel of land is located at the northern most point of the historic district and contains an early 19th century dwelling house and a non-contributing, concrete block, 1960's ranch-style building. The adjacent parcel of land, which is also owned by the abovementioned owner, contains the early 19th century, Gothic Revival Methodist Episcopal Church – South.

BACKGROUND

The subject property and the adjacent church property are zoned R-200 residential. As such, the church building is allowed to operate as a church by right in this zone. However, the adjacent property, which contains the dwelling and the ancillary structure - the subject of this report, can currently only be utilized as residential dwellings (the non-conforming use status that the property held has expired).

Currently, the owner of the property is seeking a minor subdivision from the County to merge these parcels of land into one single property. When this is approved, all of the buildings on this property will be associated with the church and only be used for church related functions.

A HAWP application was reviewed and discussed by the Commission at its April 14, 2004 meeting (see transcript beginning on 42). At this meeting the Commission and community members collectively expressed their concerns about the size of the proposed structure as it relates to Frederick Road and concerns relating to the use of the property, specifically parking related issues. The Commission encouraged the applicant to re-design his plans so that the width of the proposed building does not exceed the current width and to extend the new addition from the current building's rear elevation. They also encouraged the applicants to contact the County's Permitting Services Division to address the zoning questions raised. The applicants agreed to a continuance at this meeting so that they may solve the zoning questions and to develop revised plans.

Since the abovementioned meeting, the applicants have been working with the Department of Permitting Services to address the zoning issues related to this proposed addition. The owner of the property has a signed lease from the "Holy Family Anglican Church", which will be utilizing these buildings for their church activities. The property owner is erecting the proposed addition to the ancillary building on the subject property for his lessee to be used for their church's Sunday school activities (see associated lease and correspondence beginning on circles 18).

PROPOSAL:

The applicant is proposing to:

1. Demolish the existing second story of the subject building.
2. Construct a second story on top of the existing building.
3. Construct a rear extension (37' long x 32' wide)
4. Clad the entire building with Hardi-board, simulated, board and batten siding or cedar paneling with batten strips.
5. Apply a cement plaster finish over the existing and new concrete block foundation.
6. Install a standing seam metal roof over the entire structure.

7. Install a gravel driveway around the perimeter of the revised building.
8. Install four, asphalt parking spaces along the rear, south elevation of the new addition for handicapped use.

APPLICABLE GUIDELINES

When reviewing new construction within the Hyattstown Historic District several documents are to be utilized as guidelines to assist the Commission in developing their decision. These documents include the *Hyattstown/Clarksburg County Master Plan (Master Plan)* approved and adopted in June 1994, the *Vision of Hyattstown: A Long-Range Preservation Plan (Vision)* approved and adopted in August 1992, *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.

Hyattstown/Clarksburg County Master Plan – Land-Use plan

- Encourage a limited amount of new construction, as long as the new buildings are compatible to the historic ones in terms of size, scale, rhythm, percentage of lot coverage, relationship to the street and relationship to open space (p.82).

Vision of Hyattstown – Strategies for Maintaining Historic Character

- Preservation of significant patterns of development [and] encourage that any additional development within the Historic Residential Core be compatible with the characteristic pattern of development...residential uses fronting Frederick Road – front yard setbacks of 25 to 40 feet are typical of the pattern for the existing historic houses fronting the road. New buildings should be sited to fit within this rhythm of building spacing (p.54).

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.
- In the case of an application for work on a historic resource located within a historic district, the Commission shall be lenient in its judgment of plans for structures of little historical or design significance or for plans involving new construction, unless such plans would seriously impair the historic or architectural value surrounding historic resources or would impair the character of the historic district.

Secretary of the Interior's Standards for Rehabilitation

- New 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 or related 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.

STAFF DISCUSSION

Proposed additions and alterations to non-contributing resources within the Hyattstown Historic District are reviewed with a lenient level of design review. The Commission generally focuses on the project's massing, scale, and proportion as it relates to the adjacent historic properties and its potential impact to the historic character of the district, and the existing streetscape/ and or landscape.

Although this proposed project significantly increases the size of the existing building, staff feels that this building will be compatible with the existing environmental setting. The proposed new massing will be sited directly behind the existing historic structure and combined with the steep topography (the road is substantially sunken at this location), the new massing will barely be visible from the street and will have very minimal impact to the existing streetscape.

The existing height of the building is at its highest point is 26' from grade. The proposed height of the new dwelling is 27'8" front grade. Staff does not feel that this small increase will negatively impact the streetscape.

The proposed cladding material for the building is vertical Hardi-plank siding with Hardi-plank "battens" or cedar, board and batten siding. Staff is very strongly supportive of the use of natural materials on new construction within our historic districts, and as such recommends that the Commission approve the use of the cedar siding only on this project.

It is staff's opinion that the subject building, with staff proposed alterations, will be compatible with the adjacent historic resources in terms of massing, scale and proportion and will not negatively impact the character of the historic district, which is consistent with the *Secretary of Interior's Standards for Rehabilitation* and the *Vision of Hyattstown*.

The verbal support for this project from the Local Advisory Panel (LAP), The Friends of Hyattstown, has been provided to staff.

Additionally, the owner, without an approved HAWP, but with an approved grading plan issued through the Department of Permitting Services (DPS), removed trees and leveled the land behind the subject ancillary building, about a year ago, to begin preparations for this project. The attached landscaping plan (circle 17) is being provided by the owner to demonstrate his plan to reforest the subject lot. Staff will be submitting this plan to M-NCPPC's environmental planners for comments, as we were in receipt of this plan only on the day the staff report was due.

Also, as expressed to the owner on several occasions, staff is requiring that they provide the Commission with a grading plan and tree removal plan showing the conditions prior to the work being undertaken and the current conditions. Although DPS issued a permit for this work, it still requires an approval from the HPC. A HAWP for this new addition cannot be acted upon by the Commission until the retroactive grading and tree removal issues have been addressed. Therefore, staff is recommending that the Commission continue this HAWP application until these documents are provided.

STAFF RECOMMENDATION

Staff recommends that the Commission *continue* this HAWP application until the above stated documents are provided.



RETURN TO: DEPARTMENT OF PERMITTING SERVICES
255 ROCKVILLE PIKE, 2nd FLOOR, ROCKVILLE, MD 20850
301/777-6370

DPS - #8

Remit #

366353

HISTORIC PRESERVATION COMMISSION
301/563-3400

APPLICATION FOR HISTORIC AREA WORK PERMIT

Contact Person: Lawrence Ruggeri
Daytime Phone No.: 301-607-4999

Tax Account No.: 00023980

Name of Property Owner: Lawrence Ruggeri Daytime Phone No.: 301-607-4999

Address: 26130 Frederick Road Clarksburg Md 20871
Street Number City State Zip Code

Contractor: Petro Design Build Phone No.: 301-249-9000

Contractor Registration No.: MHIC-05-4818-4819-264651

Agent for Owner: _____ Daytime Phone No.: _____

LOCATION OF BUILDING/PREMISE

House Number: 26130 Street: Frederick Road

Town/City: Clarksburg Nearest Cross Street: Rt109

Lot: _____ Block: _____ Subdivision: _____

Liber: _____ Folio: _____ Parcel: _____

PART ONE: TYPE OF PERMIT ACTION AND USE

- 1A. CHECK ALL APPLICABLE:
- | | | | | | | | | |
|---|--|--|--|------------------------------------|---|--|-------------------------------|-------------------------------|
| <input checked="" type="checkbox"/> Construct | <input checked="" type="checkbox"/> Extend | <input checked="" type="checkbox"/> Alter/Renovate | <input checked="" type="checkbox"/> A/C | <input type="checkbox"/> Slab | <input checked="" type="checkbox"/> Room Addition | <input type="checkbox"/> Porch | <input type="checkbox"/> Deck | <input type="checkbox"/> Shed |
| <input type="checkbox"/> Move | <input type="checkbox"/> Install | <input type="checkbox"/> Wreck/Raze | <input type="checkbox"/> Solar | <input type="checkbox"/> Fireplace | <input type="checkbox"/> Woodburning Stove | <input type="checkbox"/> Single Family | | |
| <input type="checkbox"/> Revision | <input type="checkbox"/> Repair | <input type="checkbox"/> Revocable | <input type="checkbox"/> Fence/Wall (complete Section 4) | | <input type="checkbox"/> Other: _____ | | | |

1B. Construction cost estimate: \$ 80,000.00

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.

Lawrence Ruggeri
Signature of owner or authorized agent _____ Date _____

Approved: _____ For Chairperson, Historic Preservation Commission

Disapproved: _____ Signature: _____ Date: _____

Application/Permit No.: _____ Date Filed: _____ Date Issued: _____

**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:

CMU Block building, clad in vinyl siding
No trees present
No historical significance

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

Renovate pre 1960 CMU Block building into a
structure more suitable and compatible with
this beautiful historic district.

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.

6. TREE SURVEY

If you are proposing construction adjacent to or within the crown 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

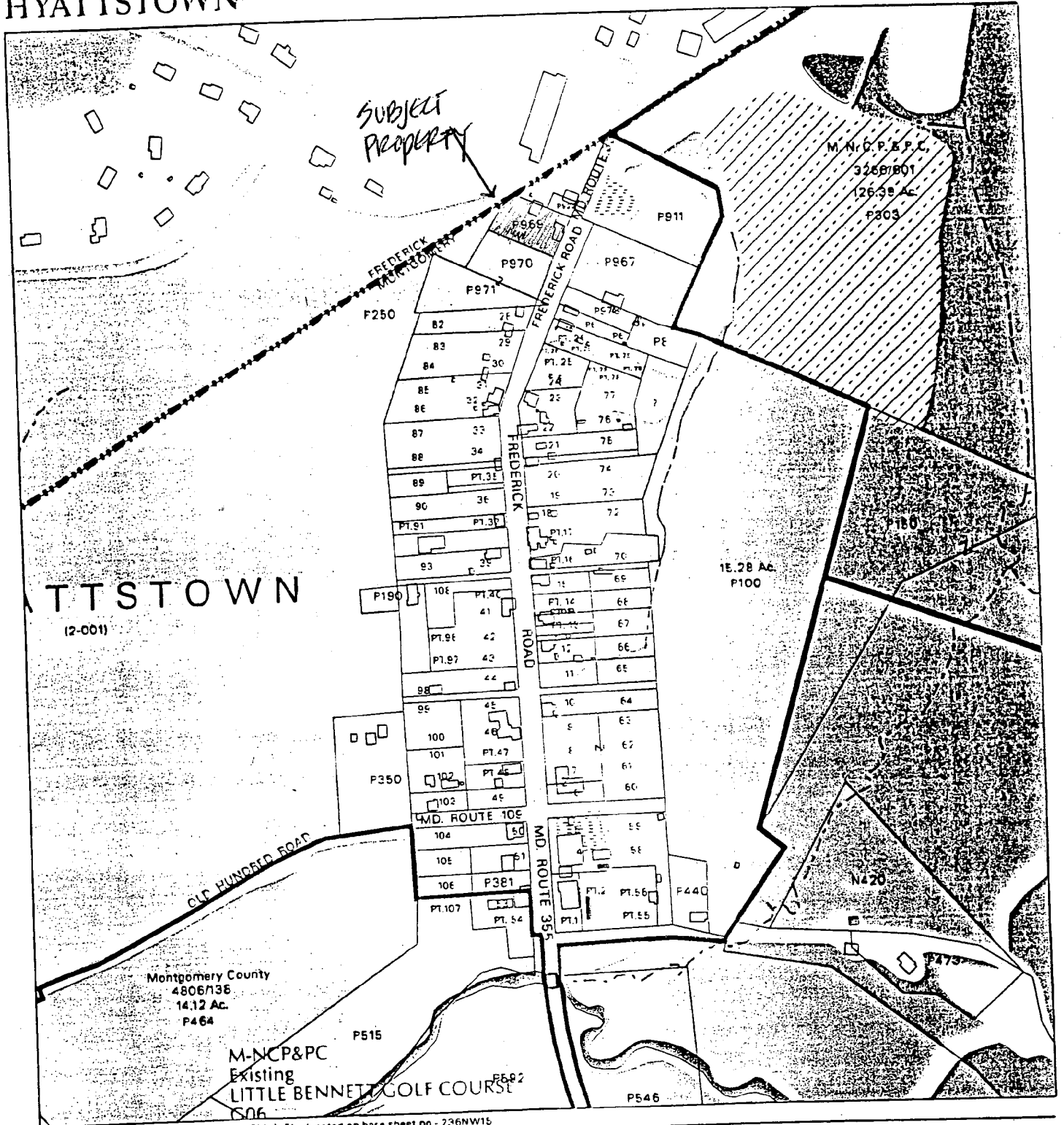
For ALL projects, provide an accurate list of adjacent and confronting property owners (not tenants), including names, addresses, and zip codes. This list should include the owners of all lots or parcels which adjoin the parcel in question, as well as the owner(s) of lot(s) or parcel(s) which lie directly 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.

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

Owner's mailing address	Owner's Agent's mailing address
LAWRENCE RUGGERI 26130 Frederick Road Clarksville, MD 20821	
Adjacent and confronting Property Owners mailing addresses	
Mrs Haydee England 9501 Singlow Drive Bethesda, MD 20817	
Hyalis Lane Methodist Church 26121 Frederick Road Clarksville, MD 20821	

HYATTSTOWN

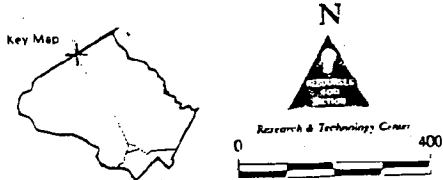


Map compiled on March 18, 2004 at 4:20 PM | Site located on base sheet no. - 236NW15

NOTICE

The planimetric, property, and topographic information shown on this map is based on copyrighted Map Products from the Montgomery County Department of Park and Planning of the Maryland-National Capital Park and Planning Commission, and may not be copied or reproduced without written permission from M-NCPPC.

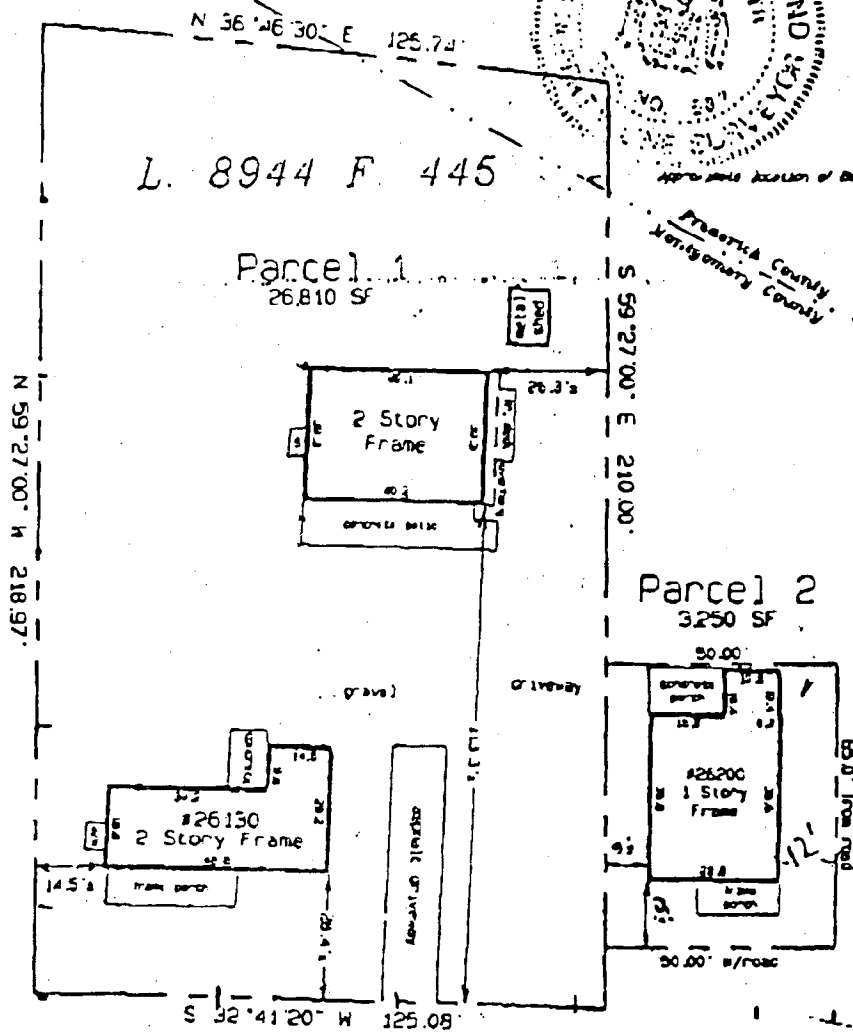
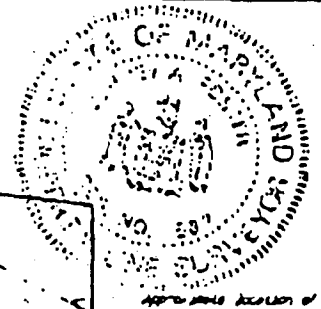
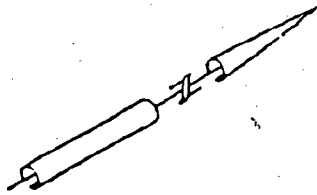
Property lines are compiled by adjusting the property lines to topography created from aerial photography and should not be interpreted as actual field surveys. Planimetric features were compiled from 1:14400 scale aerial photography using stereo photogrammetric methods. This map is created from a variety of data sources, and may not reflect the most current conditions in any one location and may not be completely accurate or up to date. All map features are approximately within five feet of their true location. This map may not be the same as a map of the same area plotted at an earlier time as the data is continuously updated. Use of this map, other than for general planning purposes is not recommended. - Copyright 1998



MONTGOMERY COUNTY DEPARTMENT OF PARK AND PLANNING
 THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
 3787 Georgia Avenue - Silver Spring, Maryland 20910-3700

CONSUMER INFORMATION NOTES

1. This plan is a benefit to a consumer insofar as it is required by a lender or a title insurance company or its agent in connection with contemplated transfer, financing or re-financing.
2. This plan is not to be relied upon for the establishment or location of fences, garages, buildings, or other existing or future improvements.
3. This plan does not provide for the accurate identification of property boundary lines, but such identification may not be required for the transfer of title or securing financing or re-financing.
4. Building line and/or Flood Zone information is taken from available sources and is subject to interpretation of originator.




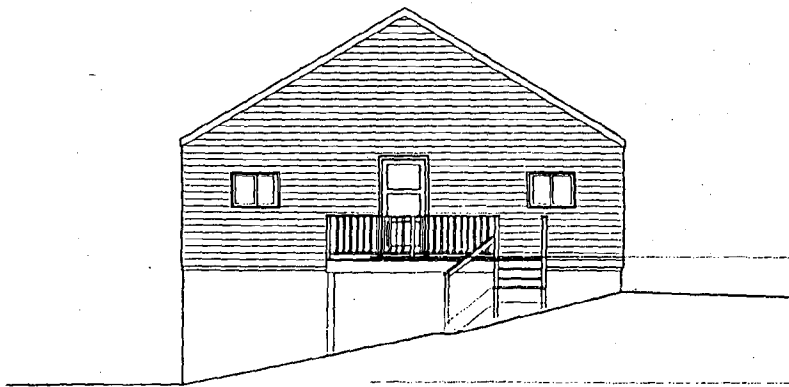
Notes:

1. Flood zone "C" per H.U.D. panel No. 00506.
2. Setback distances as shown to the principal structure from property lines are approximate. The level of accuracy for this drawing should be taken to be no greater than plus or minus 1.5 feet on side yards, and plus or minus 5' or greater on front yards.
3. A BOUNDARY SURVEY WOULD BE NEEDED FOR A MORE EXACT LOCATION OF IMPROVEMENT SETBACKS.

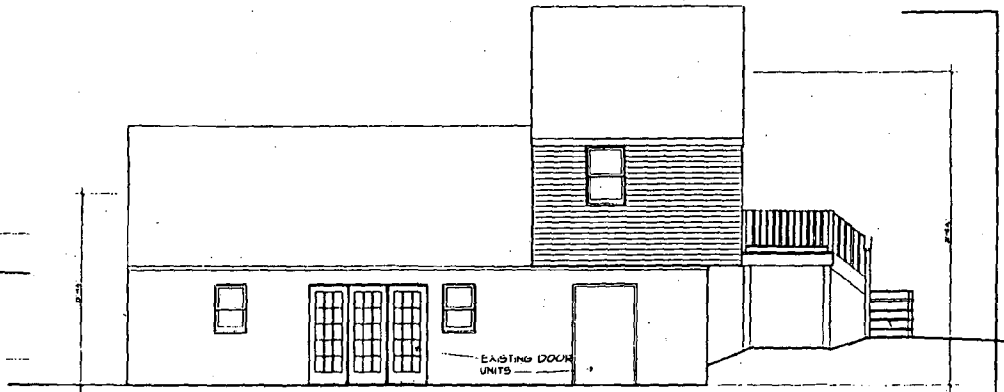
Location Drawing
 Liber 8944 Folio 445
T.C. & M.H. Zanylo Property
 Montgomery County, Maryland

Frederick Avenue
 State of Maryland Route No. 355

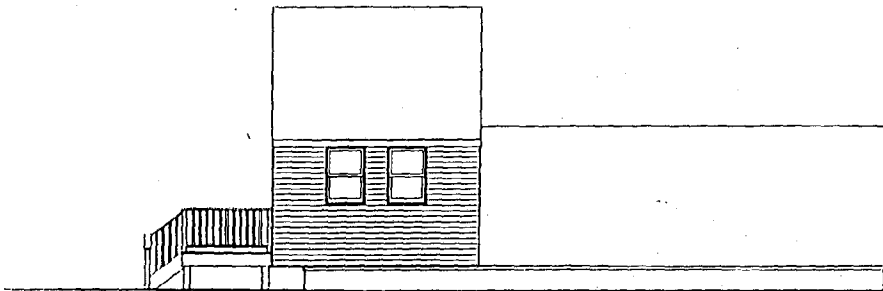
<p>SURVEYOR'S CERTIFICATE</p> <p>THE INFORMATION SHOWN HEREON HAS BEEN BASED UPON THE RESULTS OF A FIELD INSPECTION PURSUANT TO THE DEED OR PLAT OF RECORD. EXISTING STRUCTURES SHOWN HAVE BEEN FIELD LOCATED BASED UPON MEASUREMENTS FROM PROPERTY MARKERS FOUND OR FROM EVIDENCE OF LINES OF APPARENT OCCUPATION.</p> <p><i>William A. Foster</i></p>	<p>REFERENCES</p> <p>PLAT BK.</p> <p>PLAT NO.</p> <p>LIBER 8944</p>	<p></p> <p>DATE OF LOCATIONS</p> <p>WALL CHECK:</p>	<p>SNIDER & ASSOCIATES SURVEYORS - ENGINEERS LAND PLANNING CONSULTANT*</p> <p>2 Professional Drive, Suite 218 Gaithersburg, Maryland 20878 301/548-8100, Fax 301/548-1211</p> <p>SCALE: 1" = 40'</p> <p>DRAWN BY: F.E.K.</p>
--	--	---	---



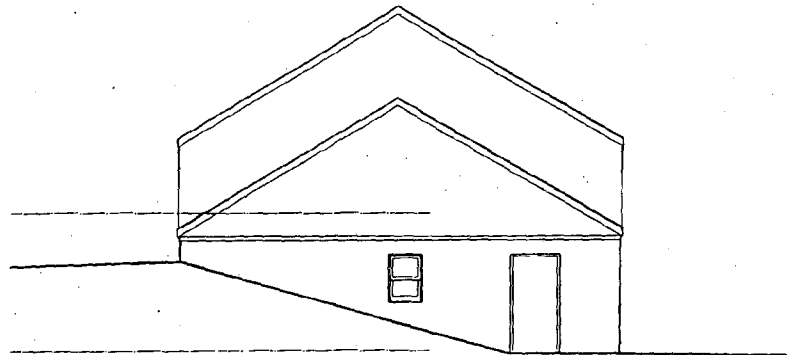
D EXISTING RIGHT SIDE ELEVATION
EX-1 1/8" = 1'-0"



A EXISTING FRONT ELEVATION
EX-1 1/8" = 1'-0"



C EXISTING REAR ELEVATION
EX-1 1/8" = 1'-0"



B EXISTING LEFT SIDE ELEVATION
EX-1 1/8" = 1'-0"

KENT REYNOLDS ARCHITECT
ARCHITECTS
4000 W. 11th Street
Baltimore, MD 21204



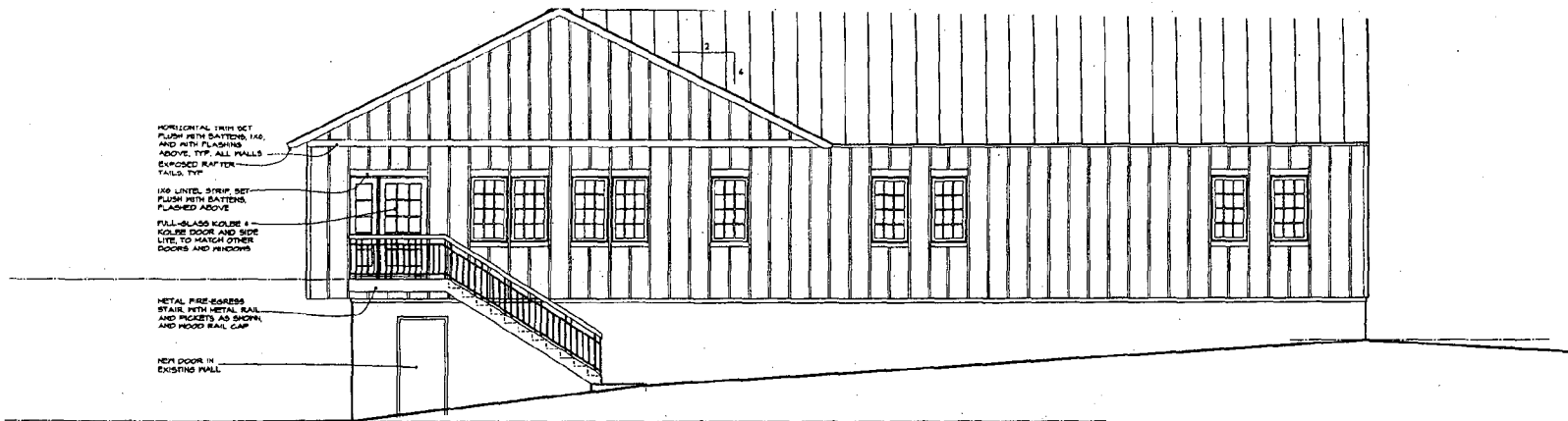
Historic Chapel Meeting Hall
9891 26200 Fredrick Road * Clarksburg, Maryland 20871

EXISTING ELEVATIONS
DATE: 25 MAR 2004
SCALE: 1/8" = 1'-0"

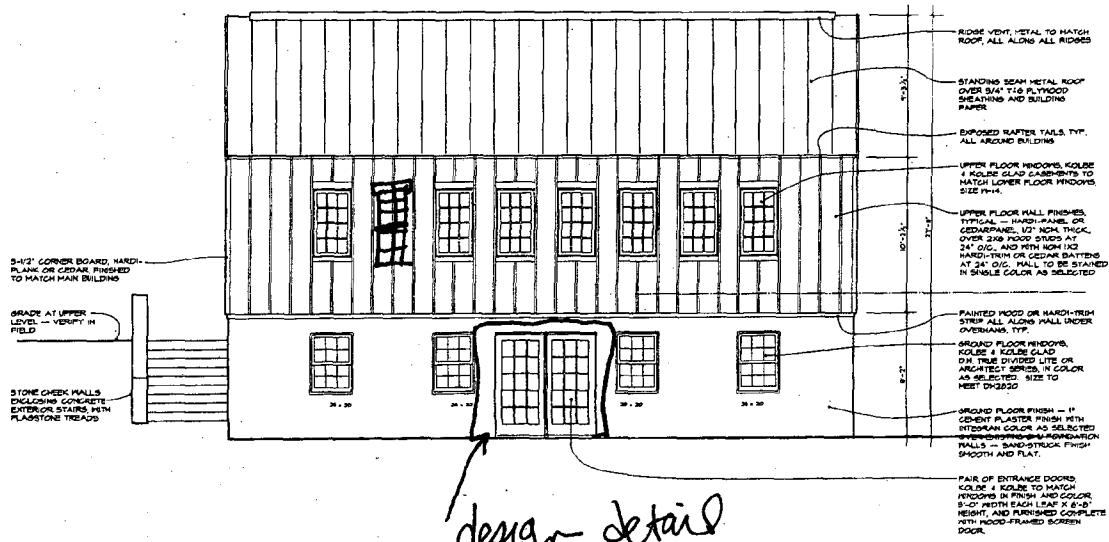
EX-1

A-200

(11)



B LEFT SIDE ELEVATION
A2.1



A FRONT SIDE ELEVATION
A2.1

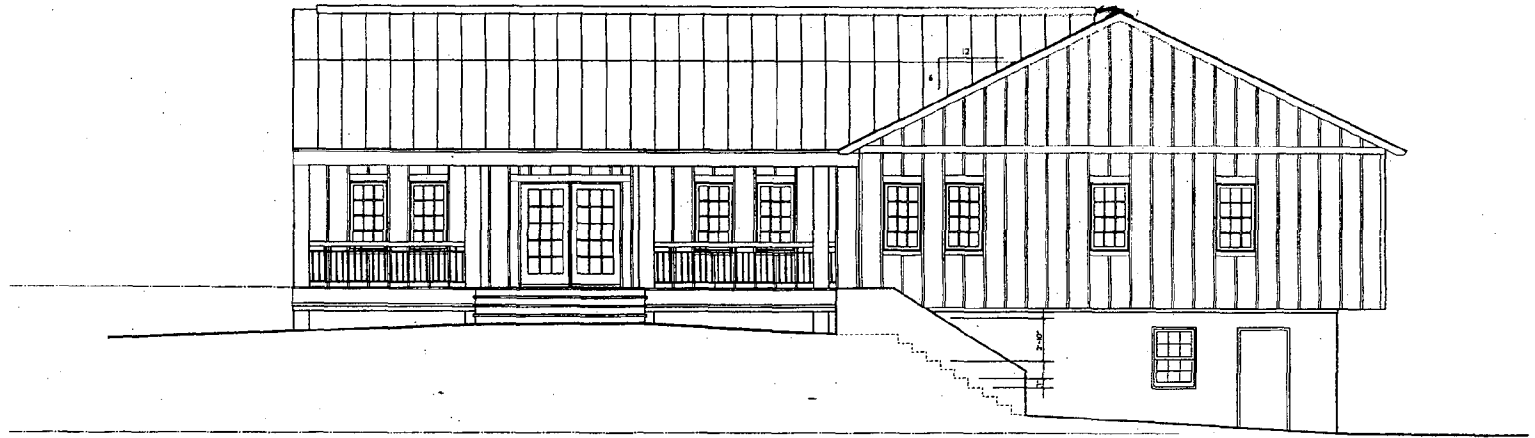
design detail

ABRAHAM / PETRO
ARCHITECTS & DESIGNERS

Historic Chapel Meeting Hall
9891 26200 Fredrick Road • Clarksburg, Maryland 20871

ELEVATIONS A AND B
Date: 24 NOV 04
Scale: 1/4" = 1'-0"

13



D LEFT SIDE ELEVATION
A2:1



C REAR ELEVATION
A2:1

ABRAHAM / PETRO
ARCHITECTS & DESIGNERS

P.O. BOX 1386
1000 WEST WASHINGTON AVENUE
SUITES 101 & 102
BETHESDA, MD 20814-1386

Historic Chapel
Meeting Hall

9891 26200 Fredrick Road • Clarksburg, Maryland 20871

ELEVATIONS
2/10/04

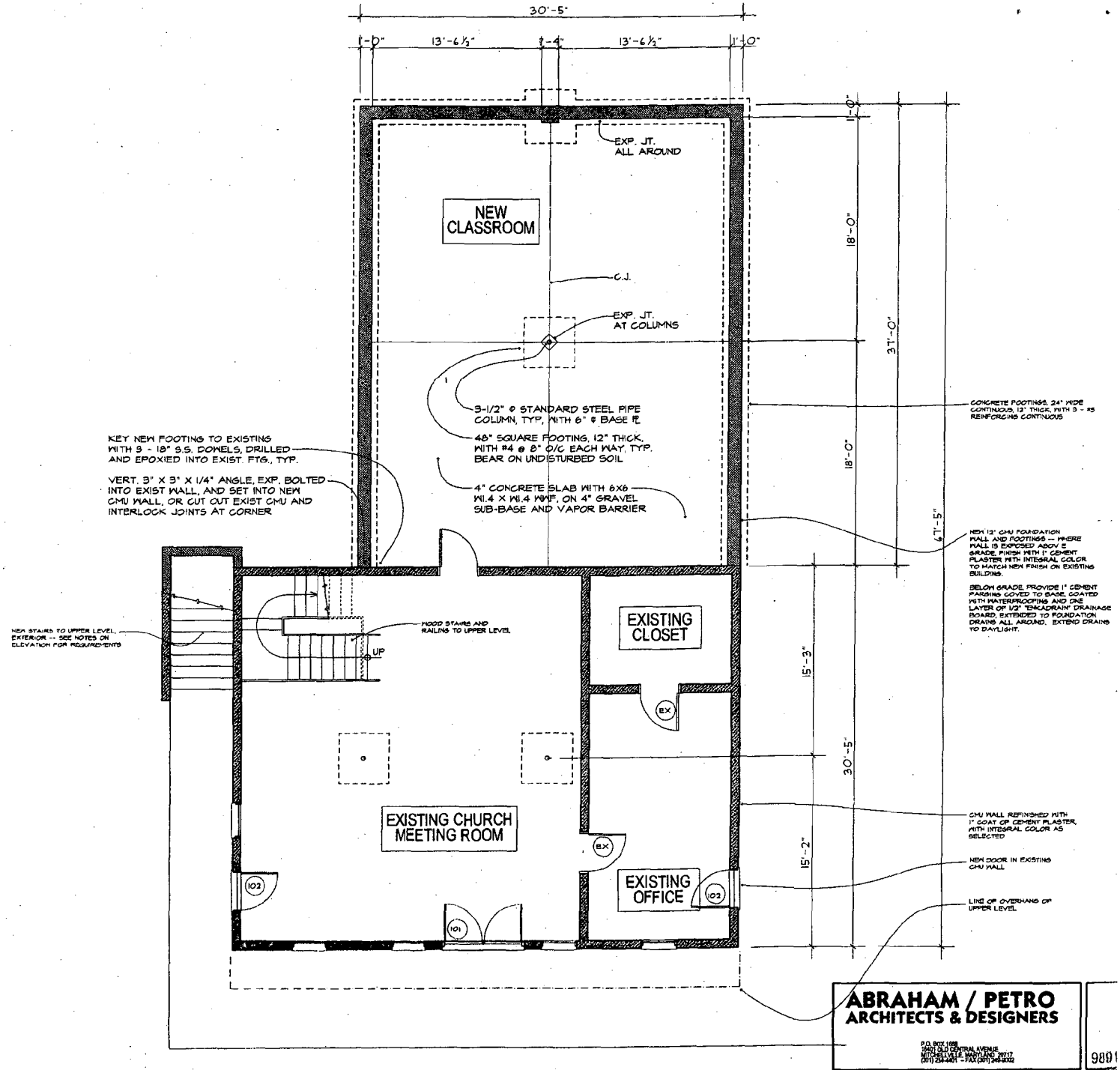
Date: 24 NOV 04
Scale: 1/4" = 1'-0"

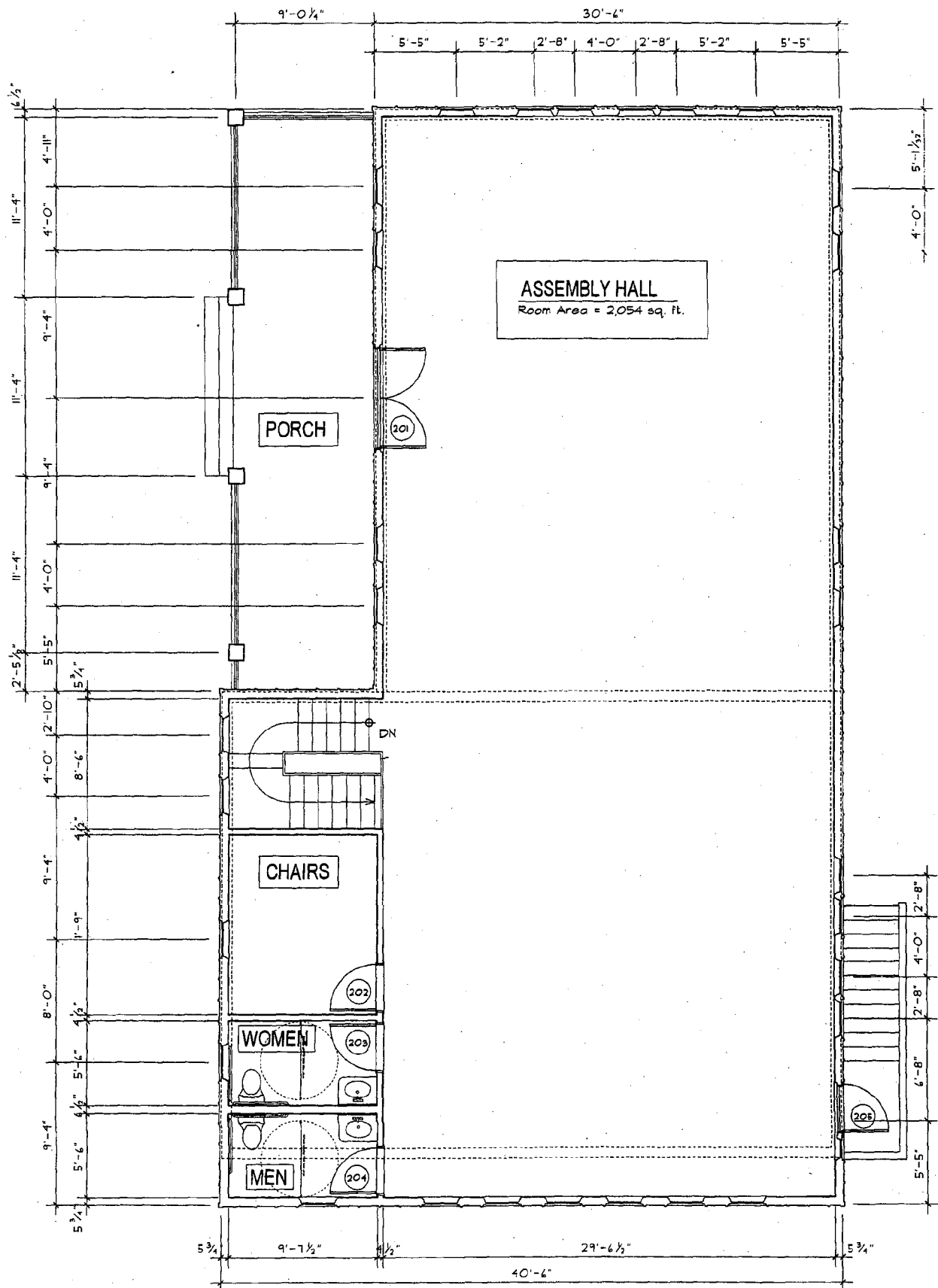
K. Petro

77

FIRST FLOOR

(15)





2ND FLOOR

16

RE-FORESTATION AREA.
PLANT WITH MIX OF TREES AND
NATIVE PLANTS. PLANTS TO BE SELECTED
FROM THE FOLLOWING LIST.

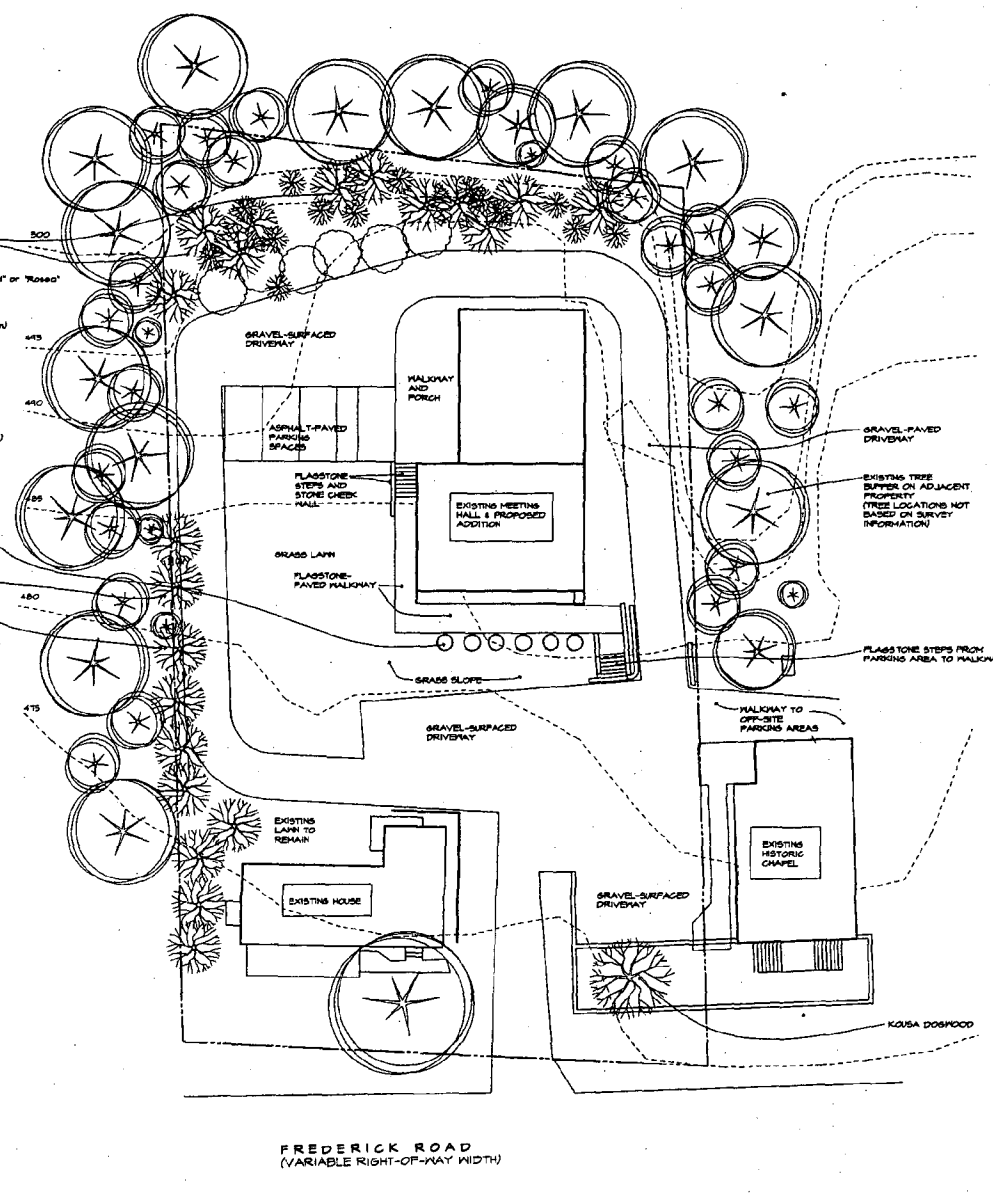
Red Chokeberry (*Aronia arbutifolia*)
Summer Sweet (*Celtis occidentalis*) "Ammigarda" or "Rosco"
Cobbler Holly (like general "Shorewood")
Highberry (like verticillata) "Red Sprite"
Virginia Sweetspire (*Itea virginica*)
Heathland Laurel (*Kalmia latifolia*)
Dwarf Rhododendron (*Rhododendron maximum*)
Swamp Azalea (*Rhododendron viscosum*)
Blueberry (*Vaccinium corymbosum*)
Arrowwood (*Viburnum acerifolium*)
Hickory (*Hicoria virginiana*)

Where trees are desired or required,
select from the following list of native species.

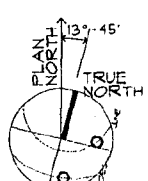
Fringe Tree (*Chionochloa virginica*)
Eastern Redbud (*Cercis canadensis*)
Lance Magnolia (*Magnolia virginiana*)
Downy Serviceberry (*Amelanchier canadensis*)

REMOVE EXISTING SMALL TREES

NON SCREENING TREES,
GREEN GIANT AND/OR VITAE
UNDER EXISTING TREES ALONG
EDGE OF ROAD AND PARKING



FREDERICK ROAD
(VARIABLE RIGHT-OF-WAY WIDTH)



KENT RICHARD ABRAHAM
L.S. No. 001 122 0000

REFORESTATION PLAN

**ABRAHAM / PETRO
ARCHITECTS & DESIGNERS**

200 BOYD STREET
CLARKSBURG, MARYLAND 20871
TEL: 301-262-0000

**Historic Chapel
Meeting Hall**

9891 26200 Fredrick Road • Clarksburg, Maryland 20871

LANDSCAPE
PLAN & NOTES

DATE: 24 NOV. 04
SCALE: 1/8" = 1'-0"

L-1

11

The Historic Chapel at
Milton Ridge

July 7, 2004

Edward Calloway
Department of Permitting Services
255 Rockville Pike, 2nd Floor
Rockville, Maryland 20850-4166

Dear Mr. Calloway,

Thank you for your time and attention that you've given to me regarding the remodeling of the middle building on the property into a 'Meeting Hall' for the chapel.

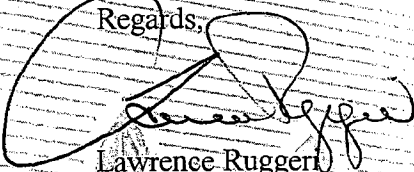
As per our conversations regarding the requirements needed in order to have the proper permitting, please find enclosed a copy of the chapel lease for The Holy Family Anglican Church. This lease should fully meet your requirements. The Holy Family Anglican Church has been worshipping in the chapel for over four weeks.

To move forward on this project, I need to have a written statement from you or your department confirming that I am permitted to renovate the middle building on the property for ministry needs. Once I have this approval letter, I can then submit my application for the historic work area permit.

I can be reached at 240-372-4440 if you have any questions or concerns. I do hope that we will be able to move forward.

Thanks again for your assistance and I hope that you have a great summer.

Regards,


Lawrence Ruggeri
240.372.4440

July 28, 2004

Mr. Lawrence Ruggeri
26200 Frederick Road
Clarksburg, Maryland 20871

Dear Mr. Ruggeri:

At your request, I have reviewed your letter to Mr. Edward Calloway regarding the use of the property at 26200 Frederick Road.

This property has been the subject of many nonconforming uses, all of which were retail in nature. At the time you purchased the property in _____ you began using the property apparently as a wedding chapel. We requested and you sent to us an application for a nonconforming use (continuation) and you were allowed to operate a photography studio at this location. However, the use of the property has been called to question numerous times since our approval of the continuation of the nonconforming use as a photography studio. You later renovated the church on the property.

A wedding chapel is neither a defined use in the zoning ordinance nor is it a permitted use in the R-200 zone. In order to perform weddings on the property, there must be a use permitted in the zone that will allow wedding. That use is as a church which is a permitted use in the zone. In order to be a church, there must be a congregation, hence our insistence that there can be no weddings without a congregation.

You have provided to Mr. Calloway a copy of a lease with Holy Family Anglican Church, P.O. Box 581, Gaithersburg MD 20877. The lease is a month to month lease but

October 3, 2004

Mr. Lawrence Ruggeri
26200 Frederick Road
Clarksburg, Maryland 20871

Dear Mr. Ruggeri:

This letter is in response to your request for a review of the property at 26200 Frederick Road in Clarksburg for a church and related uses.

I have reviewed your letter to Mr. Calloway as well as other information that was provided to me, including a transcript of your testimony at the Historic Commission Hearing, a Letter from the Holy Family Anglican Church and other research information.

The Church is currently located on Parcel 922. The house you wish to convert into a building to support the church is on Parcel 969. A Church, memorial garden, convent, monastery, and/or other place of worship is permitted in the zone. However, uses such as a meeting hall, counseling offices or Sunday school classrooms are not permitted unless they are on the land where the church is already located. In order for you to renovate the house for use by the church, you would have to combine both properties into one property through the subdivision process through Maryland-National Capital Park and Planning Commission.

Thank you for being patient during our research and review. If you have any questions, please contact Mr. Calloway at 240-777-6253.

Sincerely,

Susan Scala-Demby
Zoning Manager



DEPARTMENT OF PERMITTING SERVICES

Douglas M. Duncan
County Executive

Robert C. Hubbard
Director

October 15, 2004

Lawrence Ruggieri
The Historic Chapel at Milton Ridge
26200 Frederick Road
Clarksburg, Maryland 20871

Dear Mr. Ruggieri:

I received your letter requesting confirmation about the activities that can occur if you go forward with the subdivision of the two lots you own, combining them into one for the purpose of having a Church operate from the chapel and utilize the building you plan to renovate for the purposes of church activities.

As you know, you have two requirements you need to meet. One is the requirement for a minor subdivision. The second requirement is that the building can only be renovated for the purpose of conducting activities by the Church leasing and operating out of the chapel.

Once both of those requirements are met, you can submit an application to renovate the building.

Sincerely,

Susan Scala-Demby
Permitting Services Manager

(240) 777-6255



Naru, Michele

From: Wright, Gwen
Sent: Wednesday, December 01, 2004 12:55 PM
To: Naru, Michele
Subject: FW: Clarification of Additional Uses on Ruggeri property

FYI...

Gwen Wright
Historic Preservation Supervisor
Montgomery County Department of Park and Planning
8787 Georgia Avenue
Silver Spring, MD 20910
(301) 563-3400
gwen.wright@mncppe-mc.org

-----Original Message-----

From: Scala-Demby, Susan [mailto:Susan.Scala-Demby@montgomerycountymd.gov]
Sent: Wednesday, December 01, 2004 10:05 AM
To: lawrenceruggeri@yahoo.com; Martin, Anne C. - ACM; Dalrymple, C Robert - CRD; Edgerley, David; Wright, Gwen; michelle.naru@mncppe-mc.org
Cc: Calloway, Edward (Jay); Hubbard, Robert; Spicer, Malcolm
Subject: Clarification of Additional Uses on Ruggeri property

I have clarified the use of Mr. Ruggeri's property with the County Attorney, Mac Spicer. The use that has been approved and is permitted is the religious use of the property by the Holy Family Anglican Church. Use of the premises at 26130 or 26200 Frederick Road which will be combined into one property is limited to use by this religious organization. Additional use of the premises by another religious organization must be arranged through Holy Family Anglican Church since this is the permitted use. Use of the ancillary building by outside groups is not permitted except as outlined above. Mr. Ruggeri can make any addendums to his lease with Holy Family Anglican Church for remuneration for the additional usage of the premises.

I hope this answers the questions from yesterday.

The Department of Permitting Services is pleased to have had the opportunity to serve your needs.

Please feel free to contact me should you have any additional questions. To learn more about our department and the services we provide, please visit our web address at

<http://permittingservices.montgomerycountymd.gov/>

If I can be of further assistance, please contact me again.

Susan Scala-Demby

Permitting Services Manager

Department of Permitting Services

240-777-6255

susan.scala-demby@montgomerycountymd.gov

Naru, Michele

From: Naru, Michele
Sent: Friday, December 03, 2004 3:12 PM
To: 'larry@digitalphoto.com'
Subject: Plans for HAWP
Importance: High

Hi Larry,

I am still not in receipt of the landscape, grading, and tree removal plans for your HAWP to be heard on the 15th. My staff report is due on Monday by close of business. Please advise me of when I will be receiving these.

Thanks.

Michele

Michele Naru, Senior Planner
Historic Preservation Office
Montgomery County Department of Park and Planning
1109 Spring Street, Suite 801
Silver Spring, MD 20910
(301) 563-3400 (phone)
(301) 563-3412 (fax)
michele.naru@mncppc.org
www.mncppc.org

The Historic Chapel at
Milton Ridge

Commercial Lease Agreement

THIS LEASE dated this 1st day of June, 2004

BETWEEN:

Lawrence Ruggeri and Tracy Ruggeri
 Address: 4549 Fairfield Ave. Bethesda, Md, 20814
 Telephone: 3016074717 Fax: 3018748434
 (collectively and individually the "Landlord")

OF THE FIRST PART

- AND -

Holy Family Anglican Church
 Address: P.O. Box 581 Gaithersburg, MD 20877
 (the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Basic Terms

1. The following basic terms are hereby approved by the parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:
 - a. Landlord: Lawrence Ruggeri and Tracy Ruggeri
 - b. Address of Landlord: 4549 Fairfield Ave. Bethesda, Md, 20814
 - c. Tenant: Holy Family Anglican Church
 - d. Address of Tenant: P.O. Box 581 Gaithersburg, MD 20877
 - e. Term of Lease: Monthly periodic tenancy
 - f. Commencement Date of Lease: July 1st, 2004
 - g. Base Rent: \$331.25 per month
 - h. Permitted Use of Premises: Worship, bible study, fellowship, outreach community functions
 - i. Advance rent: None
 - j. Security/Damage Deposit: \$331.25

Definitions

2. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;

25

The Historic Chapel at

Milton Ridge

- b. "Building" means the Lands together with all buildings, improvements, equipment, fixtures, property and facilities from time to time thereon, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
- c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
 - ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants thereof or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Lands" means the land legally described as:
 - Liber 8944
 - Folio 445.
- e. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the centre line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- f. "Premises" means the building at 26130,26200 Frederick Road, Clarksburg, Md, 20871 which is located approximately as shown in red on Schedule 'A' attached to and incorporated in the Lease;

Leased Premises

- 3. The Landlord agrees to rent to the Tenant the Premises for only the permitted use (the "Permitted Use") of a Worship, bible study, fellowship, outreach community functions. The Premises are more particularly described as follows:

Chapel building, parking areas, plaza, tennant apt for storage, grounds to access all described areas.

Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.

- 4. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the

26

The Historic Chapel at
Milton Ridge

building containing the Premises. Upon thirty (30) days notice, the Landlord may revoke any consent previously given pursuant to this clause.

5. Subject to the provisions of this Lease, the Tenant is entitled to the exclusive use of the following parking (the "Parking") on or about the Premises: Shopping center, and other designated areas. Only properly insured motor vehicles may be parked in the Tenant's space.
6. The Landlord has supplied and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear excepted, the fixtures and leasehold improvements noted in the attached list.
7. The Landlord reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the Building from time to time. In the exercise of those rights, the Landlord undertakes to use reasonable efforts to minimize any interference with the visibility of the Premises and to use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained.
8. The Landlord reserves the right for itself and for all persons authorized by it, to erect, use and maintain wiring, mains, pipes and conduits and other means of distributing services in and through the Premises, and at all reasonable times to enter upon the Premises for the purpose of installation, maintenance or repair, and such entry will not be an interference with the Tenant's possession under this Lease.
9. The Landlord reserves the right, when necessary by reason of accident or in order to make repairs, alterations or improvements relating to the Premises or to other portions of the Building to cause temporary obstruction to the Common Areas and Facilities as reasonably necessary and to interrupt or suspend the supply of electricity, water and other services to the Premises until the repairs, alterations or improvements have been completed. There will be no abatement in rent because of such obstruction, interruption or suspension provided that the repairs, alterations or improvements are made expeditiously as is reasonably possible.
10. Subject to this Lease, the Tenant and its employees, customers and invitees will have the non-exclusive right to use for their proper and intended purposes, during business hours in common with all others entitled thereto those parts of the Common Areas and Facilities from time to time permitted by the Landlord. The Common Areas and Facilities and the Building will at all times be subject to the exclusive control and management of the Landlord. The Landlord will operate and maintain the Common Areas and Facilities and the Building in such manner as the Landlord determines from time to time.
11. The Tenant agrees that the areas and boundaries described in Schedule "A" are:
 - a. subject to alteration by acquisition or conveyance of lands for any purpose including the dedication, expropriation or conveyance of lands for municipal lands; and
 - b. may, upon the sole discretion of the Landlord, be relocated to another area within the Building which area would, where possible, be of similar size and character to the original Premises.

The Landlord agrees to reimburse the Tenant for any reasonable moving expenses incurred in

The Historic Chapel at
Milton Ridge

any such relocation. The Tenant covenants that at the request of the Landlord, it will enter into such further assurances, releases, amending agreements, or other documents as may be required by the Landlord to give effect to such alteration, variation, diminution, enlargement, supplementation or relocation.

Term

12. The term of the Lease is a periodic tenancy commencing at 12:00 noon on July 1st, 2004 and continuing on a month-to-month basis until the Landlord or the Tenant terminates the tenancy.
13. Upon 90 notice, the Landlord may terminate the tenancy under this Lease without cause or reason.
14. Upon 90 notice, the Tenant may terminate the tenancy under this Lease without cause or reason.
15. Notwithstanding that the term of this Lease commences on July 1st, 2004, the Tenant is entitled to possession of the Premises at 12:00 noon on June 20, 2004.

Rent

16. Subject to the provisions of this Lease, the Tenant will pay a base rent (the "Base Rent") of \$331.25 per month for the Premises, which includes a monthly charge for the Parking (collectively the "Base Rent").
17. The Tenant will pay the Base Rent on or before the first Sunday of each and every month of the term of this Lease to the Landlord at 26200 Frederick Road Clarksburg, Md, 20871, or at such other place as the Landlord may later designate.
18. The Landlord may increase the Base Rent for the Premises upon providing to the Tenant 90 days notice.
19. In the event that this Lease commences, expires or is terminated before the end of the period for which any item of Additional Rent or Base Rent would otherwise be payable or other than at the commencement or end of a calendar month, the amount thereof payable by the Tenant will be apportioned and adjusted pro rata on the basis of a thirty (30) day month in order to calculate the amount payable for such irregular period.

Use and Occupation

20. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
21. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do

The Historic Chapel at
Milton Ridge

anything on or in the Premises in contravention of any of them.

Security Deposit

22. On execution of this Lease, The Tenant will pay the Landlord a security deposit equal to the amount of \$331.25 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.
23. The Tenant may not use the Security Deposit as payment for the Rent.
24. Within 60 days after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: P.O. Box 581 Gaithersburg, MD 20877, or at such other place as the Tenant may advise.

Quiet Enjoyment

25. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Default

26. If the Tenant is in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part thereof, and such default continues following any specific due date on which the Tenant is to make such payment, or in the absence of such specific due date, for the 30 days following written notice by the Landlord requiring the Tenant to pay the same then, at the option of the Landlord, this Lease may be terminated upon 30 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process whatever forthwith reenter the Premises or any part thereof and in the name of the whole repossess and enjoy the same as of its former state anything contained herein or in any statute or law to the contrary notwithstanding.
27. Unless otherwise provided for in this Lease, if the Tenant does not observe, perform and keep each and every of the non-monetary covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and persists in such default, after 10 days following written notice from the Landlord requiring that the Tenant remedy, correct or comply or, in the case of such default which would reasonably require more than 10 days to rectify, unless the Tenant will commence rectification within the said 10 days notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such defaults then, at the option of the Landlord, this Lease may be terminated upon 10 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process whatever forthwith reenter the Premises or any part thereof and in the name of the whole repossess and enjoy the same as of its former state anything contained herein or in any statute or law to the contrary notwithstanding.

28. If and whenever:

The Historic Chapel at Milton Ridge

- a. the Tenant's leasehold interest hereunder, or any goods, chattels or equipment of the Tenant located in the Premises will be taken or seized in execution or attachment, or if any writ of execution will issue against the Tenant or the Tenant will become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtor or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver will be appointed for the affairs, business, property or revenues of the Tenant; or
- b. the Tenant fails to commence, diligently pursue and complete the Tenant's work to be performed pursuant to any agreement to lease pertaining to the Premises or vacate or abandon the Premises, or fail or cease to operate or otherwise cease to conduct business from the Premises, or use or permit or suffer the use of the Premises for any purpose other than as permitted herein, or make a bulk sale of its goods and assets which has not been consented to by the Landlord, or move or commence, attempt or threaten to move its goods, chattels and equipment out of the Premises other than in the routine course of its business; or

then, and in each such case, at the option of the Landlord, this Lease may be terminated without notice and the term will then immediately become forfeited and void, and the Landlord may without notice or any form of legal process whatever forthwith reenter the Premises or any part thereof and in the name of the whole repossess and enjoy the same as of its former state anything contained herein or in any statute or law to the contrary notwithstanding.

29. In the event that the Landlord has terminated the Lease pursuant to this section, on the expiration of the time fixed in the notice, if any, this Lease and the right, title, and interest of the Tenant under this Lease will terminate in the same manner and with the same force and effect, except as to the Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the Lease.

Distress

30. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part thereof, the Landlord may, without notice or any form of legal process whatsoever, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment therefrom or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Inspections

- 31. The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
- 32. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs, or to show the Premises to prospective tenants or purchasers.

Signs

The Historic Chapel at
Milton Ridge

33. The Tenant may erect for services and events approved by the Landlords a temporary sign of a kind and size in a location, all in accordance with the Landlord's design criteria for the Building and as first approved in writing by the Landlord. The Tenant will not erect, install or maintain any sign other than in accordance with this section.

Tenant's Insurance

34. The Tenant will, during the whole of the term and during such other time as the Tenant occupies the Premises, take out and maintain the following insurance, at the Tenant's sole expense, in such form as used by solvent insurance companies in the State of Maryland:
- a. Comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises, or the Tenant's business on or about the Premises; such insurance to be in the joint name of the Tenant and the Landlord so as to indemnify and protect both the Tenant and the Landlord and to contain a "cross liability" and "severability of interest" clause so that the Landlord and the Tenant may be insured in the same manner and to the same extent as if individual policies had been issued to each, and will be for the amount of not less than \$500,000.00 combined single limit or such other amount as may be reasonably required by the Landlord from time to time; such comprehensive general liability insurance will for the Tenant's benefit only include contractual liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the terms of this Lease.
 - b. All risks insurance upon its merchandise, stock-in-trade, furniture, fixtures and improvements and upon all other property in the Premises owned by the Tenant or for which the Tenant is legally liable, and insurance upon all glass and plate glass in the Premises against breakage and damage from any cause, all in an amount equal to the full replacement value thereof, which amount in the event of a dispute will be determined by the decision of the Landlord. In the event the Tenant does not obtain such insurance, it is liable for the full costs of repair or replacement of such damage or breakage.
 - c. Boiler and machinery insurance on such boilers and pressure vessels as may be installed by, or under the exclusive control of, the Tenant in the Premises.
 - d. Owned automobile insurance with respect to all motor vehicles owned by the Tenant and operated in its business.
35. The Tenant's policies of insurance hereinbefore referred to will contain the following:
- a. provisions that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in the avoidance of claim under such policies will not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured(s);
 - b. provisions that such policies and the coverage evidenced thereby will be primary and noncontributing with respect to any policies carried by the Landlord and that any coverage carried by the Landlord will be excess coverage;
 - c. all insurance referred to above will provide for waiver of the insurer's rights of subrogation as against the Landlord; and
 - d. provisions that such policies of insurance will not be cancelled without the insurer providing the Landlord thirty (30) days written notice stating when such cancellation will be effective.

The Historic Chapel at

Milton Ridge

36. The Tenant will further during the whole of the term maintain such other insurance in such amounts and in such sums as the Landlord may reasonably determine from time to time. Evidence satisfactory to the Landlord of all such policies of insurance will be provided to the Landlord upon request.
37. The Tenant will not do, omit or permit to be done or omitted upon the Premises anything which will cause any rate of insurance upon the Building or any part thereof to be increased or cause such insurance to be cancelled. If any such rate of insurance will be increased as aforesaid, the Tenant will pay to the Landlord the amount of the increase as Additional Rent. If any insurance policy upon the Building or any part thereof is cancelled or threatened to be cancelled by reason of the use or occupancy by the Tenant or any act or omission as aforesaid, the Tenant will immediately remedy or rectify such use, occupation, act or omission upon being requested to do so by the Landlord, and if the tenant fails to so remedy or rectify, the Landlord may at its option terminate this Lease and the Tenant will immediately deliver up possession of the Premises to the Landlord.
38. The Tenant will not at any time during the term hereof use, exercise, carry on or permit or suffer to be used, exercised, carried on, in or upon the Premises or any part thereof, any noxious, noisome or offence act, trade business occupation or calling, and no act, matter or thing whatsoever will at any time during the said term be done in or upon the Premises, or any part thereof, which will or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the occupiers or owners of the Building, or adjoining lands or premises.

Landlord's Insurance

39. The Landlord will take out or cause to be taken out and keep or cause to be kept in full force and effect during the whole of the term:
- a. extended fire and extended coverage insurance on the Building, except foundations, on a replacement cost basis, subject to such deductions and exceptions as the Landlord may determine; such insurance will be in a form or forms normally in use from time to time for buildings and improvements of a similar nature similarly situate, including, should the Landlord so elect, insurance to cover any loss of rental income which may be sustained by the Landlord;
 - b. boiler and machinery insurance of such boilers and pressure vessels as may be installed by, or under the exclusive control of, the Landlord in the Building (other than such boilers and pressure vessels to be insured by the Tenant hereunder);
 - c. comprehensive general liability insurance against claims for bodily injury, including death and property damage in such form and subject to such deductions and exceptions as the Landlord may determine; provided that nothing herein will prevent the Landlord from providing or maintaining such lesser, additional or broader coverage as the Landlord may elect in its discretion.
40. The Landlord agrees to request its insurers, upon written request of the Tenant, to have all insurance taken out and maintained by the Landlord provide for waiver of the Landlord's insurers' rights of subrogation as against the Tenant when and to the extent permitted from time to time by its insurers.

The Historic Chapel at
Milton Ridge

Estoppel Certificate and Acknowledgement

46. Whenever requested by the Landlord, a mortgagee or any other encumbrance holder or other third party having an interest in the Building or any part thereof, the Tenant will, within ten (10) days of the request, execute and deliver an estoppel certificate or other form of certified acknowledgement as to the Commencement Date, the status and the validity of this Lease, the state of the rental account hereunder, any incurred defaults on the part of the Landlord alleged by the Tenant, and such other information as may reasonably be required.

Sale by Landlord

47. In the event of any sale, transfer or lease by the Landlord of the Building or any interest therein or portion thereof containing the Premises or assignment by the Landlord of this Lease or any interest of the Landlord therein to the extent that the purchaser, transferee, tenant or assignee assumes the covenants and obligations of the Landlord under this Lease, the Landlord will without further written agreement be freed and relieved of liability under such covenants and obligations. This Lease may be assigned by the Landlord to any mortgagee or encumbrancee of the Building as security.

Tenant's Indemnity

48. The Tenant will and does hereby indemnify and save harmless the Landlord of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or nonperformance by the Tenant of any covenant, term or provision hereof or by reason of any builders' or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees in or about the Building.
49. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury, or damage to persons or property resulting from falling plaster, steam, electricity, water, rain, snow or dampness, or from any other cause.
50. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents or any persons not the employees or agents of the Landlord, or for any damage caused by the construction of any public or quasi-public works, and in no event will the Landlord be liable for any consequential or indirect damages suffered by the Tenant.
51. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury or damage caused to persons using the Common Areas and Facilities or to vehicles or their contents or any other property on them, or for any damage to property entrusted to its or their employees, or for the loss of any property by theft or otherwise, and all property kept or stored in the Premises will be at the sole risk of the Tenant.

Liens

The Historic Chapel at

Milton Ridge

52. The Tenant will immediately upon demand by the Landlord remove or cause to be removed and thereafter institute and diligently prosecute any action pertinent thereto, any builders' or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed, in which case the Tenant will pay to the Landlord as Additional Rent, the cost thereof including the Landlord's legal costs.

Attorney Fees

53. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of Twelve (12%) per cent per annum from the due date until paid.

Governing Law

54. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Maryland, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

55. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Maryland (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
56. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.

Amendment of Lease

57. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Assignment and Subletting

58. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Additional Provisions

59. Upon leaving the premises after each use:

The Historic Chapel at
Milton Ridge

Chapel will be left clean and in same condition as found. All church items properly stored as approved by landlords, Chapel shall be fully secured, all lights extinguished, all utilities in programmed condition.

Trash will be securely bagged and left in rear of chapel. Thrivable ashes will be extinguished and buried in ground.

60. Hours of operation: Sundays 8:00am-12:00pm Access and use at other times will be negotiated on a case by case basis. Special events shall be approved with seven days notice, and additional fees proportional to the monthly rate would be charged. ie, bible studies, meetings, community events, special worship services..

61. .

62. .

Damage to Premises

63. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been untenable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor to the extent that the Landlord will decide not to rebuild or repair, the term of this Lease will end and the Rent will be prorated up to the time of the damage.

Eminent Domain and Expropriation

64. If during the term of this Lease, title is taken to the whole or any part of the Building by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of the Landlord, does not leave a sufficient remainder to constitute an economically viable building, the Landlord may at its option, terminate this Lease on the date possession is taken by or on behalf of such authority. Upon such termination, the Tenant will immediately deliver up possession of the Premises, Base Rent and any Additional Rent will be payable up to the date of such termination, and the Tenant will be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion thereof. In the event of any such taking, the Tenant will have no claim upon the Landlord for the value of its property or the unexpired portion of the term hereof, but the parties will each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account for that award to the Tenant and vice versa.

Condemnation

65. A condemnation of the Building or any portion of the Premises will result in termination of this Lease. The Landlord will receive the total of any consequential damages awarded as a result of the condemnation proceedings. All future rent installments to be paid by the Tenant under this

The Historic Chapel at
Milton Ridge

Lease will be terminated.

Tenant's Repairs and Alterations

66. The Tenant covenants with the Landlord to occupy the Premises in a tenant-like manner and not to permit waste. The Tenant will at all times and at its sole expense, subject to the Landlord's repair, maintain and keep the Premises, reasonable wear and tear, damage by fire, lightning, tempest, structural repairs, and repairs necessitated from hazards and perils against which the Landlord is required to insure excepted. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building. The Tenant will not use or keep any device which might overload the capacity of any floor, wall, utility, electrical or mechanical facility or service in the Premises or the Building.
67. The Tenant covenants with the Landlord that the Landlord, its servants, agents and workmen may enter and view the state of repair of the Premises and that the Tenant will repair the Premises according to notice in writing received from the Landlord, subject to the Landlord's repair obligations. If the Tenant refuses or neglects to repair as soon as reasonably possible after written demand, the Landlord may, but will not be obligated to, undertake such repairs without liability to the Tenant for any loss or damage that may occur to the Tenant's merchandise, fixtures or other property or to the Tenant's business by reason thereof, and upon completion thereof, the Tenant will pay, upon demand, as Additional Rent, the Landlord's cost of making such repairs plus fifteen percent (15%) thereof for overhead and supervision.
68. The Tenant will not make or have others make alterations, additions or improvements or erect or have others erect any partitions or install or have others install any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Premises or otherwise without first obtaining the Landlord's written approval thereto, such written approval not to be unreasonably withheld in the case of alterations, additions or improvements to the interior of the Premises.
69. The Tenant will not install in or for the Premises any special locks, safes or apparatus for air-conditioning, cooling, heating, illuminating, refrigerating or ventilating the Premises without first obtaining the Landlord's written approval thereto. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant.
70. When seeking any approval of the Landlord for Tenant repairs as required in this Lease, the Tenant will present to the Landlord plans and specifications of the proposed work which will be subject to the prior approval of the Landlord, not to be unreasonably withheld or delayed.
71. The Tenant will promptly pay all contractors, material suppliers and workmen so as to minimize the possibility of a lien attaching to the Premises or the Building. Should any claim of lien be made or filed the Tenant will promptly cause the same to be discharged.
72. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes,

Milton Ridge

ballasts or fixtures serving the Premises.

73. The Tenant will professionally steam clean any carpets on a yearly basis and at the termination of this Lease or the Landlord may charge the Tenant or deduct the cost of having the carpets professionally steam cleaned from the security deposit.

Landlord's Repairs

74. The Landlord covenants and agrees to effect at its expense repairs of a structural nature to the structural elements of the roof, foundation and outside walls of the Building, whether occasioned or necessitated by faulty workmanship, materials, improper installation, construction defects or settling, or otherwise, unless such repair is necessitated by the negligence of the Tenant, its servants, agents, employees or invitees, in which event the cost of such repairs will be paid by the Tenant together with an administration fee of fifteen percent (15%) for the Landlord's overhead and supervision.

Care and Use of Premises

75. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings supplied by the Landlord.
76. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
77. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
78. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
79. The Tenant will not engage in any illegal trade or activity on or about the Premises.
80. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
81. The hallways, passages and stairs of the building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.

Surrender of Premises

82. The Tenant covenants to surrender the Premises, at the expiration of the tenancy created in this Lease, in the same condition as the Premises were in upon delivery of possession under this Lease, reasonable wear and tear, damage by fire or the elements, and unavoidable casualty excepted, and agrees to surrender all keys for the Premises to the Landlord at the place then fixed for payment of rent and will inform the Landlord of all combinations to locks, safes and vaults, if

The Historic Chapel at

Milton Ridge

any. All alterations, additions and improvements constructed or installed in the Premises and attached in any manner to the floor, walls or ceiling, including any leasehold improvements, equipment, floor covering or fixtures (including trade fixtures), will remain upon and be surrendered with the Premises and will become the absolute property of the Landlord except to the extent that the Landlord requires removal thereof. Should the Tenant abandon the Premises or should this Lease be terminated before the proper expiration of the term due to a default on the part of the Tenant then, in such event, as of the moment of default of the Tenant all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) will, except to the extent the Landlord requires the removal thereof become and be deemed to be the property of the Landlord without indemnity to the Tenant and as liquidated damages in respect of such default but without prejudice to any other righter remedy of the Landlord. Notwithstanding that any trade fixtures, furnishings, alterations, additions, improvements or fixtures are or may become the property of the Landlord, the Tenant will forthwith remove all or part of the same and will make good any damage caused to the Premises resulting from the installation or removal thereof, all at the Tenant's expense, should the Landlord so require by notice to the Tenant. If the Tenant, after receipt of such notice from the Landlord, fails to promptly remove any trade fixtures, furnishings, alterations, improvements and fixtures in accordance with such notice, the Landlord may enter into the Premises and remove therefrom all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense will forthwith be paid by the Tenant to the Landlord. The Tenant's obligation to observe or perform the covenants contained herein will survive the expiration or other termination of the term of this Lease.

Hazardous Materials

83. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

84. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

Address for Notice

85. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:
- a. the address of the Tenant is the Premises during this tenancy, and P.O. Box 581 Gaithersburg, MD 20877 after this tenancy is terminated, and
 - b. the address of the Landlord is 4549 Fairfield Ave. Bethesda, Md, 20814, both during this tenancy and after it is terminated.

The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

Right to Show Premises

86. The Tenant acknowledged that the Landlord or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrancers, lessees or

(29)

Milton Ridge

assignees, and may also during the ninety days preceding the termination of the terms of this Lease, place upon the Premises the usual type of notice to the effect that the Premises are for rent, which notice the Tenant will permit to remain on them.

No Waiver

87. No provision of this Lease will be deemed to have been waived by the Landlord unless a written waiver from the Landlord has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by the Landlord on previous occasions of any default nor any earlier written waiver will be taken to operate as a waiver by the Landlord or in any way to defeat or affect the rights and remedies of the Landlord.

Landlord's Performance

88. Notwithstanding anything to the contrary contained in this Lease, if the Landlord is delayed or hindered or prevented from the performance of any term, covenant or act required under this Lease by reason of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God or other reason, whether of a like nature or not, which is not the fault of the Landlord, then performance of such term, covenant or act will be excused for the period of the delay and the Landlord will be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay.

Remedies Cumulative

89. No reference to or exercise of any specific right or remedy by the Landlord will prejudice or preclude the Landlord from any other remedy whether allowed at law or in equity or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

Landlord May Perform

90. If the Tenant fails to observe, perform or keep any of the provisions of this Lease to be observed, performed or kept by it and such failure is not rectified within the time limits specified in this Lease, the Landlord may, but will not be obliged to, at its discretion and without prejudice, rectify the default of the Tenant. The Landlord will have the right to enter the Premises for the purpose of correcting or remedying any default of the Tenant and to remain until the default has been corrected or remedied. However, any expenditure by the Landlord incurred in any correction of a default of the Tenant will not be deemed to waive or release the Tenant's default or the Landlord's right to take any action as may be otherwise permissible under this Lease in the case of any default.

General Provisions

91. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
92. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be

Milton Ridge

deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.

- 93. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
- 94. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or check returned by the Tenant's financial institution.
- 95. All schedules to this Lease are incorporated into and form an integral part of this Lease.
- 96. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 97. This Agreement may be executed in counterparts.
- 98. Time is of the essence in this Agreement.
- 99. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF Lawrence Ruggeri and Tracy Ruggeri have duly signed under hand and seal and Holy Family Anglican Church has duly affixed its signature by a duly authorized officer under seal on this _____ day of June, 2004.

Witness: _____

Lawrence Ruggeri

Witness: _____

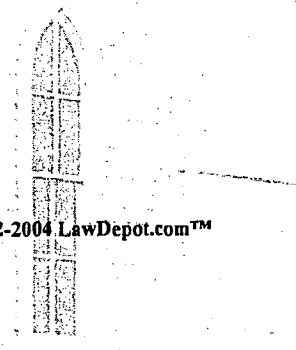
Tracy Ruggeri

Holy Family Anglican Church

per: (SEAL)

per: (SEAL)

©2002-2004 LawDepot.com™



1 MS. O'MALLEY: We will go back now to II-F, 26130 Frederick Road.
2 The applicant can come forward and we'll have a Staff report, please.

3 MS. NARU: Okay, this is a Historic Area Work Permit B- we're going
4 back to this because the applicant is here B- for a project at 26130 Frederick Road also in
5 the Hyattstown Historic District.

6 For clarification purposes, the subject resource that is part of this
7 application is a non-contributing resource, but also on the property there is a contributing
8 resource; a 19th century dwelling and adjacent to this is also a beautifully restored by the
9 owner 19th century chapel as well.

10 Before I forget, you'll also note that in your worksession you did also
11 receive comments from the Friends of Hyattstown as well as a photo handout, and that's
12 been added to the record.

13 The applicant is proposing to place B- I guess the easiest way to describe it
14 as looking at this slide here, is to remove this existing two-story -- second story of this
15 massing and to construct a 38 by 30 two-story side addition and then continue the roof
16 slope of this over to that. So, basically you would have a total of -- is it 56 by 30 -- 76 by
17 30 two-story structure 30 feet high. The proposed materials are a stucco finish over the
18 existing and new concrete block foundation, verticals Hardi-board simulated board and
19 batten siding, and a fiberglass shingle roof. Again, in the Staff report we did
20 outline the applicable guidelines for this site and this is Hyattstown, so they look at the
21 Master Plan, the Vision, of course the Montgomery County Code, and the Secretary of
22 Interior Standards.

23 Staff generally felt that this was a very large building, but that the majority
24 of the building was going to be hidden behind the historic resource and with that said, we
25 felt that we wanted to not increase the height of the building the additional four feet that it

1 would be beyond what is shown in front of you, so we're just asking as a condition that it
2 be lowered to not exceed the existing height of the current structure.

3 Let's see, I guess we'll kind of run through the site a little bit to kind of
4 orient you. This is, as I said, the existing building on the site, and this is looking from B-
5 approximately I'm standing in the parking lot that's on the side of the property.

6 This is the west side of the structure and the north side. You will note there
7 is a significant grade and from the rear it actually will be only one story because the first
8 story is set into the ground.

9 This is the south elevation. The new addition is to project out from this
10 elevation. This is a very good view of the site and the proposed addition will be in this
11 location here, and with the second story.

12 This is a view from the street standing, as you can see, directly in front of
13 the driveway. Again, a closer view of the building. Starting to move away from the
14 building. It's hard to see here, but this is a -- a flag that was staked out by the applicant to
15 try to give you a sense of the massing and size of the proposed building. This is the flag
16 here.

17 Another view of the proposed location. And, again, this is the -- the flag
18 here. This will give you B- again, I'm standing in the middle of the street. As Staff I do
19 whatever I can to get you photographs. And I'm going to literally take you as you would
20 see the project coming down the street.

21 This is the historic beautifully-restored chapel. This is the historic
22 dwelling on the site. This is a partial view of the building and the B- you know, the new
23 massing will be over in this location. A view looking directly from the driveway, and a
24 view from the street passing the historic house. And I'm sorry that you really can't see the
25 B the flags in this picture, and hopefully the drawings will do it more justice here. And
26 I'm going farther and farther down the road.

1 As I said, the Staff is recommending approval with the condition that the
2 height of the building from grade would not exceed 26 feet. The applicant and his
3 architect is here this evening, and I'll be happy to entertain any questions you may have.

4 MS. O'MALLEY: Would you state your name for the record, please?

5 MR. ABRAHAM: My name is Ken Abraham. I'm the project architect.

6 MR. REGERRI: My name is Larry Reggeri.

7 MS. O'MALLEY: Did you have any comments on the Staff report?

8 MR. ABRAHAM: I think the Staff report was excellently done; very
9 descriptive of the project. I brought just for the Board -- I'm sorry, I prepared these at the
10 last minute. I had class this afternoon and after class I did this. It's only a couple hours of
11 work. Just a sort of three-dimensional representation, but it's quite
12 accurate --

13 MS. ALDERSON: Could you B- your mic.

14 MR. ABRAHAM: I'm sorry. I should add B- pass this around. This does
15 give the indication of what we're seeking to do. The proposed addition is tucked behind
16 the two existing historic buildings. It's really on the back part of the lot so we think it's
17 relatively innocuous and relatively low B-

18 The -- and I would like to point out this historic chapel here, which Larry
19 restored, and I think did prior to any of my involvement in the project. Did a spectacular
20 restoration project on it. It's a beautiful historic building. I'm familiar enough with Larry
21 to know that his intention here is to do the best possible project again for the City of
22 Hyattstown.

23 And I think we'll respond to questions.

24 MR. ROTENSTEIN: I have one. Historically, what was in the back of this
25 lot before this non-contributing building was put up? Do you know?

1 MR. ABRAHAM: I don't think we know. We have some indication it
2 may have been a barn back there, but we don't know B-

3 MS. O'MALLEY: Were you here for the previous discussion about having
4 the rear buildings look like outbuildings?

5 MR. ABRAHAM: Yes. Yeah, that was the intent of the design of this
6 project; the vertical board and batten styling was taken from a couple barns in the near
7 vicinity. It's intended to look like something along those lines. I'm sorry there's no detail
8 on the three-dimensional one, because I didn't have time to -- siding and so on.

9 MS. WILLIAMS: I'm just curious, what is dictating the length of the
10 building? Is it primarily this studio and office on the ground floor or is it the assembly
11 room and that sort of minimum size you're looking for for that?

12 MR. ABRAHAM: Really both of those things.

13 MR. REGGERI: But most of it is --

14 MS. WILLIAMS: So, is this B- I mean, this is sort of a speculative venture
15 in the sense that you're hoping to encourage a congregation to the site, so you're building
16 an assembly room that sort of meets the requirements of the typical church --

17 MR. REGGERI: I've had conversations with five different ministers about
18 the congregation's moving in there. There's no place for secondary education, for
19 children's ministry, or for other religious activities. And it would be B- it would be
20 helpful to have a place where children can go with the adults are in the church for
21 services.

22 So, I've already spoken to about five ministers.

23 MR. ABRAHAM: This church is really beautiful. It ought to be used.

24 MS. WILLIAMS: The church is really beautiful and what?

25 MR. ABRAHAM: It ought to be used.

1 MS. WILLIAMS: I fully understand. It's important that -- it seems that the
2 building B- the proposed building is awfully big and I'm just wondering, you know, what
3 the circumstances were that were dictating that.

4 I'm also curious if you've looked at doing, rather than just, you know, a
5 long linear structure, if you thought about doing a T-shaped or an L-shaped building and
6 literally built, you know, one aspect of it into the ground. So, put the assembly room in
7 the ground, you know, at an angle to the studio building, as opposed to doing one long B-

8 MS. ALDERSON: Yes, if I might add to that. It was particularly your
9 comment about the program; that the program need is for additional spaces, not
10 necessarily for one single monolithic auditorium space, which seems to permit shaping the
11 mass in different ways. And I think anything that breaks up that length. Right now that's
12 a bit of a boxcar look, where the boxcar -- you think the freight train's going to end and it
13 keeps going. So, I think anything you can do to break that will help.

14 MS. O'MALLEY: Well, then I'll bring up the first thing that jumped to my
15 mind when I looked at it, and I wonder if you couldn't take the 192 feet that you're using
16 for the bathrooms and stairwell and the storage and rather than having it on the end, have
17 it behind?

18 MR. REGGERI: Well, I think that was done because all the plumbing and
19 everything is already there in that area. Yes, we have seven different fixtures that have
20 been licensed by WSSC in that building.

21 MR. ABRAHAM: We're looking for a very simple building there, so this
22 one's built on the existing foundation. It's as simple as possible.

23 MS. ALDERSON: I would like to submit another thought, and that is that
24 the overall effect of this building from the street is more than simply the height. It's the
25 height and the shape, and I think there's an opportunity here, if you were able to consider
26 it -- I know you have an existing roofline you're look -- you're working with, but when

1 you look at the roofline of the one-story building, it's actually more sympathetic because
2 it's steeper and all of the adjoining roofs are steeper. And if there's a way for you to B- I
3 mean, to me even a small amount of additional height or to work with that mass a little bit
4 to get that B- that steeper shape that is more common to houses of that area, I think that's
5 going to blend in better.

6 And the other detail I would suggest is, as we talk about materials that
7 suggest outbuilding or that sort of B- that you would -- it would be appropriate for the rear
8 lot area, I would suggest looking at an alternative to the fish scale shingles which are
9 really very much a Victorian residential treatment and a little out of place in the shallow
10 pitch there.

11 MR. FULLER: I guess just a couple things. One, unfortunately we're here
12 tonight looking at a HAWP and not a preliminary, so what's on the table is what we're
13 here to discuss or not. I guess my main concern, though, is that in particular if we're
14 going to stay somewhat consistent, we were just discussing another project up the street
15 and basically discussing how important it was that the scale and massing of the project
16 behind steps down.

17 And your exhibits demonstrate absolutely the opposite. This is going to be
18 a very large addition; particularly -- or, a large building; particularly, relative to the
19 buildings to the front. I'm not sure B- I guess maybe I'm looking for you to try to
20 convince me that it's not going to be overpowering, but if we're not able to do that, I also
21 want to consider whether or not -- or, find out from you whether you're looking for people
22 to vote on the recommendation as is, or is it something that could be turned into a
23 preliminary --

24 MS. WRIGHT: I should mention we also do have speakers I think on this
25 case that you may want to hear before.

26 MS. O'MALLEY: Is this something from -- of yours?

1 MR. ABRAHAM: No.

2 MR. BURSTYN: I had a couple of questions here. I'm actually looking at
3 Circle 13 here which does show side elevations, and I was just wondering -- I don't know
4 whether the topography -- whether it's -- I understand that you would lose first floor space,
5 but I don't know as to topography if it would allow you to go back instead of lengthwise
6 and, therefore, the view from the street would not be as massive.

7 MR. FULLER: Again, if we're talking about that, we're not talking
8 preliminary. We're got a proposal in front of us.

9 MR. BURSTYN: Right. Well, I would ask whether you considered that.
10 And then another thing is on Circle 17 B- and this is an interior question, but -- the
11 question deals with the interior of the building, but something that I'm generally
12 concerned about is it seems that the bathrooms look like that they are special needs
13 accessible, and I was wondering since this is on the second floor whether you considered
14 accessibility; especially if you use it as a congregation?

15 MR. ABRAHAM: The access to this building is actually -- to the B- of the
16 building is actually from the back where it's on grade. So, it's, yes, completely accessible
17 on both levels. We did not consider turning the building in the other direction because
18 this direction follows the existing foundation, so it makes the simplest kind of
19 straightforward addition. It seemed to us that it's not unlike some of the large barns that
20 might be in the vicinity. So, we didn't really look at going in the other direction.

21 And in terms of making the roof steeper as the question was raised earlier,
22 we'd love to do that but we'd been advised -- impressed to keep the overall height of the
23 building down as far as possible, so we were compromising between what we'd like to
24 see as a steeper pitch and what we're B- maximum building height.

25 MS. O'MALLEY: We have a couple of speakers, so I'll call you back up
26 again after. I have here Linda Tetens. Michele, are you doing the timer?

1 MS. NARU: I can if you wish.

2 MS. TETENS: My name is Linda Tetens. The only large concern, I guess
3 there are several. One was the height of the building. Again, it's on a really B- at that
4 section of Hyattstown B- I'm speaking for myself now; not for the Friends -- that it is on a
5 really steep grade. And, again, the height of the building is -- more accentuated from the
6 road, making it stand out.

7 The other concern that I had is if it's going to be used for a large
8 congregation -- and I'm not against doing something to that building that's there B- it
9 doesn't go with what the rest of what he's done, which is beautiful. If it is going to be used
10 for masses or people to come -- and I'm not saying thousands, but there could be a parking
11 issue as well. Again, the ground is very steep there. I would imagine you could probably
12 grade to get parking in there, but it's something that probably should be looked into as
13 well before this building goes up.

14 My biggest concern is the footprint of Hyattstown. What goes up and once
15 it's done, it's there, and the residents have to look at it forever. So, taking into
16 consideration the grade, what's already in Hyattstown, I don't have a problem with putting
17 a building back there, but it's that it blend.

18 MS. O'MALLEY: Thank you. And we have Don Burgess.

19 MR. BURGESS: Hello. My name is Don Burgess, with Friends of
20 Historic Hyattstown. And I contrast with what I presented for the previous B- more time
21 on and this what we submitted was basically B- why I wrote it down was basically B- we
22 can B- and talk to people. And some of the issues that people raised, and I understand B- I
23 realize obviously that code use and development review is not your --

24 So, the first page, the size and massing is something that's relevant here,
25 but I was writing down the things, you know, that people were concerned with. And they
26 asked me, well how can you put a huge -- to sanitize it -- huge commercial building in a

1 residential zone, and I said well I don't know. So, I went online and found out what the
2 appropriate codes are, and I may interpret it incorrectly. I just looked at the tables and B-
3 okay, so these are B- again, I understand a lot of this is not your purview. I'm not asking
4 you to B- zoning issues.

5 We are concerned with, again, scale and size. Why would you spend
6 \$300,000 restoring the very beautiful church and then put a huge thing next to it? And
7 this is the gateway to Hyattstown, it's the gateway to Montgomery County and, you know,
8 when the National Trust comes by and comes to look at this great church, they're going to
9 see this big thing next to it. They're going to go, who approved that? And so if you have
10 any questions, I'll be willing to answer.

11 MS. O'MALLEY: Does anyone have questions? Okay, thank you. Does
12 the applicant B- would you like to come up again, please?

13 MS. WRIGHT: Julia, I think we have other speakers. Don't you? Did you
14 fill out the form- B fill out the speaker form?

15 UNIDENTIFIED FEMALE: We didn't get them, so --

16 MS. O'MALLEY: Sorry.

17 MR. CASSELMAN: Thank you, Commissioners, for hearing us. My
18 name is Patrick Casselman. I am the immediate resident to the south of this building. I
19 noticed in the permit application that perhaps appropriate or inappropriately the residents -
20 - nearest tenants to this structure were notified, and that happens to be a vacant lot and it
21 happens to be a church across the street next to a cemetery where I rather doubt anybody
22 could raise any issues.

23 My concern on this property quite honestly is the massing and size, which
24 we've already talked about, and how it looks from the streetscape in respect to historic
25 Hyattstown. Also, in the permit, it calls for about a \$50,000 expenditure, and I really find

1 from my limited experience in construction, \$50,000 wouldn't really erect anything that
2 you'd want to look at.

3 The other concerns that we have collectively as a community, to basically
4 get down to the purpose of the use of the building, I know that Mr. Reggeri has done a
5 marvelous job restoring that church and currently it's being operated as a wedding chapel.
6 Our concern is that this is going to turn out to be a reception hall with music, perhaps off-
7 premises alcoholic beverages being taken onto the property. There is a convenience store
8 just north of here
9 -- actually within walking distance from the church where someone attending a wedding
10 reception, where perhaps there's no host liquor -- there's no liquor liability in position --
11 could walk over there, you know buy any and all alcohol they'd like to have, bring it back
12 to the reception, with music in the evening, possibly going late into the night. This is at
13 the very north end of town. Our concern is that, if it is a wedding reception hall and used
14 that way occasionally, and I think the prospect of more than occasionally would probably
15 be more than likely, we're concerned about having loud music penetrating, echoing down
16 through Route 355 every weekend, notwithstanding our concern about parking, because
17 there is really no plan for parking here.

18 We're also concerned, as residents, about the zoning issues. About two
19 weeks ago I think the Commission approached homeowners in Hyattstown and we're
20 carving easements -- I think Gwen touched on that to a degree. The fact of the matter is
21 that it's an R-200 zoned piece of property that's being converted into a commercial use.
22 Now, in fairness, I think to the residents of Hyattstown, when Mr. Reggeri undertook
23 restoring the church, I think perhaps it might have been more appropriate to then go into a
24 full revelation or expectation of what he wanted to develop the property into. And so we
25 feel at this point that we need to have a little more information on the use of the building,

1 what it's going to look like; the application expenditure of \$50,000, I don't think you could
2 make anything look too attractive for \$50,000.

3 And we're also concerned about water runoff. The fact of the matter
4 remains that property that this building sits on, the back of that hill used to be covered
5 with beautiful trees; some relatively large trees that were taken down. And since that has
6 taken place, we had an enormous problem in our town with water runoff from that hill
7 coming from the north end of town. Unfortunately, we don't have any city gutters or any
8 groundwater control in Hyattstown, so if Michele could pull up the prompt and show the
9 driveway that this potential building sits at, I think the Commissioners would understand
10 the groundwater -- the groundwater coming down off the hill is going to follow right
11 down that driveway as it has ever since the land was cleared in the back, and we end up at
12 the southern end of town, or anything below that, just getting inundated with water. You
13 know, the residents are not the only people that are aware of that. I mean, the road has
14 been closed in the past because of logs and mud and sludge and all sorts of debris rolling
15 down 355.

16 So, I guess we really have a lot of concerns if, indeed, this does come
17 before the Commission for approval. You know, what precautions are going to be taken
18 to protect us living down from this project with regard to the summer storms coming up,
19 spring storms. It's just B- we deem it to be a serious issue.

20 With that, I'll let my counterpart, Wayne Hawes, I guess probably on
21 erosion.

22 MR. HAWES: My name is Wayne Hawes and I live on the south side of
23 this property. And, of course, I have a
24 -- driveway that all the water that flows down the south side, I get B- and my neighbor.
25 I'm really not too enthused about having a wet basement or my driveway washed away,

1 which it already has. I went to the State, I went to the County. They said they couldn't do
2 nothing. It's my baby.

3 I don't -- actually, that's my only beef is the water.

4 MR. CASSELMAN: What about the noise?

5 MR. HAWES: And the noise. And the traffic. And there's no parking B-

6 MR. CASSELMAN: In fairness with regard to noise, there was a
7 celebration I guess of some construction workers who worked on the church, I believe it
8 was three years ago.

9 MR. HAWES: Yeah.

10 MR. CASSELMAN: And there was, you know I know think it was a live
11 band. I think it was just outdoor music, and you know, again I don't really care, I'm not a
12 nitpicker, but I can tell you that music was really loud and it just echoed all the way down
13 through Hyattstown. People down at the fire hall said they wondered what the disturbance
14 was, what was the music, you know.

15 The point I'm making is that I'd like to get a clarification of the use of this
16 building really. It's been diagramed here, I think, in the permit process and also in the
17 notes from the Staff report that it's pretty much a church. Well, currently it's not a church;
18 it's a wedding chapel. There are no religious ceremonies held there, and I just -- I just
19 don't want to be deceived here on what's going to happen with this building inevitably. Is
20 it going to be a church or is it going to be a reception hall for wedding receptions? So, I
21 would just like a little clarity from Mr. Reggeri on that point.

22 MS. O'MALLEY: Okay, thank you. Would the applicant please come
23 back up.

24 MR. REGGERI: Sure. Love to.

25 MS. O'MALLEY: Can you clarify about the zoning of the part of the
26 property?

1 MR. ABRAHAM: The zoning or the use?

2 MS. O'MALLEY: Whether it's zoned residential or commercial?

3 MR. REGGERI: According to the Maryland-National Capital Park &
4 Planning Commission inventory, it's religious/commercial property.

5 MS. O'MALLEY: Did you want to say anything about the comments that
6 have been made?

7 MR. REGGERI: Well, you can believe them if you want, or not. Most of
8 them are made up. I wasn't there three years ago so I don't think I could have had a band
9 there three years ago. Three years ago there was no bands there, there was no carpenters
10 there. Myself and another person, along with a couple of guys, built the place. I don't
11 drink and I don't party like they intimated. Anyway, that's hearsay.

12 As far as the water goes, you'd have to check with the County. They've
13 always had problems with water. The beautiful trees that I took down were not beautiful.
14 They were dead. And I got permission from -- my former preservation planner, Robin
15 Ziek, to clear it down.

16 As far as my intentions, I have a memo here that dates back two years ago
17 of my intentions with the County of what I was planning on doing. The -- August 22nd of
18 2001 when I had my grand opening and I had Doug Duncan and a couple senators and
19 congressman there. I told them of my vision to bring in a church, a congregation to
20 worship there, and we do worship there. We have weddings there. I have a minister on
21 staff. We counsel all the brides and the grooms before they get married.

22 Okay, so that's the water and that takes care of the -- things. It's even on
23 t.v. I have tapes saying that I prayed to God to find me a church. Channel 7, Channel 8,
24 Channel 4 has got it on tape and I've got it and I'll show it to all of you. This is not
25 something that I concocted. This is real for me.

1 MS. O'MALLEY: Well, I think that we have a water permit in front of us.
2 I don't know that we have a parking plan for -- do you have B-

3 MR. REGGERI: I don't have a parking plan, but I have a permit to do the
4 grading. That's been done, and I think there's a photo floating around here somewhere.
5 And I have a blueprint that shows the spaces. I've talked to Sediment Control, I've talked
6 to Park -- I talked to the parking people. They said I cannot asphalt the lot because of
7 runoff, because they know that there's a runoff problem there and has been before I even
8 got there. But I could put in grasscrete, anything that would allow the water to flow into
9 the soil.

10 MS. WILLIAMS: The photograph I see that shows the grading, shows
11 grading behind the existing structure, but the -- the site plan that's in the packet shows
12 parking in front of --

13 MR. ABRAHAM: Yeah, the site plan shows the existing area; parking that
14 is there now. And that area is paved already. The additional parking would be in the
15 grass area behind the building, correct, at the top of the hill.

16 MS. WILLIAMS: All right --

17 MR. ABRAHAM: And that's an occasional use kind of thing, so it's grass
18 B-

19 MR. REGGERI: Correct.

20 MS. WILLIAMS: So, in terms of this proposal you would be -- you would
21 need to add parking.

22 MR. REGGERI: Correct.

23 MR. ABRAHAM: It's not structured parking. It's just B-

24 MS. WILLIAMS: I know, but we would have to review -- we would be
25 reviewing it, and I guess the issue is whether we would add it to this Historic Area Work
26 Permit

1 or --

2 MS. WRIGHT: You really can't because you don't have a drawing they
3 propose.

4 MS. WILLIAMS: So, in other words, we would be seeing another Historic
5 Area Work Permit, and I think this Commissioner in particular really abhors seeing
6 piecemeal proposals come before us when it comes to historic resources. I really want to
7 know what is proposed for the project in the site in its entirety so that we don't continually
8 have an eating away of the significance of the property.

9 So, I just --

10 MR. REGGERI: So what --

11 MS. WILLIAMS: -- I am not capable, in other words, of even making a
12 determination based on this Historic Area Work Permit application before us because it's
13 incomplete B-

14 MR. ABRAHAM: The only thing B- I'm sorry, the only thing that would
15 remain to be indicated on there is the grassy area at the top of the hill would be used for
16 overflow parking. There's no structure entailed there. It's just the grass.

17 MS. WRIGHT: Is there a driveway to the parking area?

18 MR. ABRAHAM: Existing, yes.

19 MR. REGGERI: Existing, yes.

20 MR. FULLER: But you're going to have to demonstrate that you have
21 parking to meet the code use of whatever you're proposing for this space --

22 MR. ABRAHAM: Absolutely, we have no problem --

23 MR. FULLER: That's a plan we don't have. We don't have a plan that
24 shows how this parking is being accommodated. You know, there's been a number of
25 issues that have been discussed tonight; most of which are not in our purview. The
26 parking -- we don't care that -- how the numbers work. Somebody else in the County is

1 going to ask that question. But we do want to see where they are as it relates to the
2 building.

3 I think you have an egress problem. All that's going to mean is you're
4 going to mean is you have to solve some doors -- some ways to get out of the building.
5 It's a solvable problem, but it's not solved in the plans. You probably have some plumbing
6 related to the number of fixtures relative to the space. Again, that's not our problem, but
7 it's something you're going to have to resolve with somebody.

8 MR. REGGERI: That's with WSSC and that's already been resolved with
9 them.

10 MR. FULLER: Okay. The whole issue of use, again that comes back to
11 you. That's not for us to see, but there are pieces that we know are missing from the plans
12 that are in front of us.

13 MR. REGGERI: Which is what?

14 MR. FULLER: A site plan that shows where the parking is. But to me the
15 most important issue that this Commission does have the purview over is the one that was
16 discussed to begin with is the scale and massing of the project. We spent a lot of time on
17 the preliminary B- preliminary consultation before you discussing with the applicant there
18 the objective of trying to minimize the mass and scale of the buildings that are built
19 behind and off the street. This really flies in the face of that. I think you've heard from a
20 number of Commissioners a concern relative to the scale. I don't know whether you want
21 to, you know, get sort of a straw poll as to whether this would be approvable in its
22 massing as it currently is, but personally I think the massing is not compatible with what's
23 there, and I don't think I could support the application as proposed.

24 Whether the mass is too much or is it simply the configuration? Could you
25 solve the mass by turning it into the hillside and minimizing its impact? I don't know.
26 There may be other ways of solving the overall -- you know, if the program says you need

1 this much square footage, there may be other ways of solving it, but I personally don't
2 believe that the application in front of us is one that I could support, and I think we really
3 should be getting some input from the other Commissioners to that we determine whether
4 or not this is something you want to hear our input for, do you want us to vote up or down,
5 or how you want to treat it?

6 MS. O'MALLEY: That's the good idea. Do the other Commissioners want
7 to put in their comments at this point?

8 MR. ROTENSTEIN: Sure. I'll just reinforce what my colleagues have
9 said. I have some serious concerns about what the proposed massing and scale is going to
10 the visual quality of that property from the street. And if it is a feasible option, to change
11 its configuration to go into the hillside rather than take up the entire space between the
12 existing church and existing historic --

13 MR. ABRAHAM: May I respond to that? The -- if we turn it in to the
14 hillside, then we're taking it into the parking spaces, so -- the top of the hillside there,
15 which we were going to B- as the parking area.

16 MR. ROTENSTEIN: Wouldn't it be feasible to move the parking then to
17 the area where you plan to have the building? I mean, the issue that I have is --

18 MR. ABRAHAM: No, that's a very steep portion of the site. That's not
19 low. The building is on the -- on a slope, leaving the level areas behind it the problem.

20 MR. ROTENSTEIN: I mean, the problem I have is by replacing the non-
21 contributing building you have there now is you're going to eliminate the view of the
22 hillside behind the property, you're going to eliminate the view of the back lot, which I
23 think is a significant character-defining feature of the property. And if you could alter the
24 parking configuration and alter the footprint of the proposed building, I think you'd have a
25 much more viable option than what I see before me.

1 Because I, like my colleagues have intimated, have a lot of problems with
2 voting for approving the proposal we're looking at now.

3 MS. WRIGHT: We could continue to straw poll and just sort of get
4 through the whole Commission and then the applicant could decide if he wants it voted on
5 tonight or if he's like a continuance. But, maybe we could B-

6 MR. BURSTYN: I, too, concur and I appreciate your need for a certain
7 amount of interior square feet, especially on the second level. And I understand where
8 you say it's going to eat into the parking area that you've planned in the back. And it just
9 seems that maybe you'll end up with two parking areas; one in the back but much smaller,
10 but then certainly would be accessible for walking straight in to the second level and then
11 the -- another parking area. But, the changing of this around would reduce the overall
12 massing from the front which, as designed, just doesn't seem compatible to me just -- just
13 sticks out too much. And if it was pushed to the back, you wouldn't have that streetscape
14 massing that is objectionable.

15 MR. REGGERI: Could I say something? About how many feet would
16 you all think would not make it massing?

17 MS. WRIGHT: I think we need to hear from the other Commissioners and
18 just see if there's a consensus on this first before we give specific design direction. Maybe
19 we could just keep going through the other Commissioners and see if there's a consensus
20 and then maybe give some specific design suggestions.

21 MS. ALDERSON: I concur. Further development is needed and, you
22 know, I have specific suggestions but I can wait till we've gone through.

23 MS. WILLIAMS: I agree. The scale is out of character with the historic
24 district and I think it needs to be reduced and built into the hillside to accommodate your
25 program.

1 MS. WATKINS: I would also agree. I think all the major points have
2 already been covered and I think we're in agreement.

3 MS. O'MALLEY: I guess at this point you could decide to withdraw your
4 application or continue it and come back with a change in your design, or you can have us
5 vote on it tonight.

6 MS. REGGERI: No, I would like to do that, and I would like to find out
7 what you all would seem -- would think is reasonable so that we have something to go on.

8 MS. ALDERSON: Can I continue though, since we didn't --

9 MS. O'MALLEY: Well, let me just get this clear. You would like to do
10 which?

11 MR. REGGERI: Do a continuance and have your feedback. Because
12 we're talking about 27 feet B- adding 27 feet on because we're knocking off the right side
13 where the apartment is right now. The cantilevered area will be coming off, so actually
14 the building would be shorter. No one's brought that up. The right side where the
15 apartment is would not be cantilevered any longer, so that's about four feet there. So, it
16 would go down the other way. So, what B- how many feet would be permissible?

17 MS. ALDERSON: I think what's really needed is something visual that
18 shows how you could work the massing. I think the principle problem that we are in
19 agreement about is that it's a continuous length that appears excessively long and just very
20 different B- out of concert with the things around it.

21 I just wanted to add a couple things, because I think that there is an
22 opportunity here and I think you've made a step toward rectifying many of the aspects of
23 the existing building that just don't blend in. I mean, we all can see the building -- the
24 existing surface is very flat, there's much too much solid, there's not enough relief of
25 windows and you had added the relief of windows and I commend that. What I would
26 like to see, because I think you could take it further because there's a great opportunity

1 here to improve this site and the B- the windows help. I would like to see some shadow.
2 One of the things we see that is very effective in the older building on the left, the one-
3 story, is the eave. There's enough depth in the eave to cast shadow on this side. That
4 makes a tremendous difference. And what is very out of character on the existing is that
5 the roof stops just short; there's no eave at all. I saw that you had added some eave. I
6 mean that is B- that is an improvement. Perhaps it could go further -- and you wanted to
7 comment on that?

8 MR. ABRAHAM: Yeah, I just wanted to call your attention to the fact that
9 the entire upper floor is, in fact -- over the lower floor so there is a shadow line all the way
10 across the side.

11 MS. ALDERSON: I think that breaking up of the mass horizontally does
12 help. I do -- I agree with that, but what I would like to see is it now in length in some
13 fashion. And sometimes that can happen with just offsetting two masses slightly. I think
14 your program would permit that if the L is too radical in the way in reconfigures the lot.
15 So, I would certainly entertain that, but I would love to see what you could to add more
16 shadow looking at the roofline; if not steepening the pitch, perhaps enlarging the eave.

MR. FULLER: The other suggestion would be right now it looks like your whole structure ends up about 80 feet long on a lot that's 120 feet wide, in rough numbers from what you've -- to. And I guess the main drawing I'm looking at is Circle 12 of your plan B the site plan. To me I guess there's two options. If you need both first floor and second floor program space, would there be an opportunity to essentially build directly in front of the other building, since it appears that your massive is almost about the same, could you end up with almost your same scale and therefore come forward rather than deeper so that you're not going obscuring the space that way? The preferred approach actually if you don't need the lower level program space, if the main program space is the assembly hall, what about if the assembly hall simply went off to the rear and basically became a one-story element that went to the rear.

Again, I don't know what your program is, but to me something that is really linear up and down the site, I think we could hide more mass in that direction than we can going across the site from 355.

But, again, I don't know your specifics.

MR. ABRAHAM: That just causes us a use problem there because the parking up there is B- we've lost --

MS. O'MALLEY: Although you could park on an area that you're not building on.

MR. ABRAHAM: Mm-hmm, we could. The building is on the -- part of the site, which is totally unparkable. It's much too steep, so --

MS. O'MALLEY: But don't you have any B- don't you have a graded area next to it?

MR. REGGERI: That's for the building area --

MS. O'MALLEY: Where you were going to build.

MR. REGGERI: Exactly.

MS. O'MALLEY: So, you could park there.

MR. ABRAHAM: We'd have to grade out B-

MR. REGGERI: I mean, it's something that can be worked out B- see, originally this was my idea. My previous planner suggested that I make the building look like a barn or a schoolhouse or something in light that's very simplistic and that's my -- what I told the architect, and that's the direction that I thought we should go in. Because there are barns coming down the street that are just straight.

MS. O'MALLEY: I think it's just the length.

MS. WILLIAMS: Yes, stylistically I think you're doing fine. It really has to do with overall size, and a little bit of relief in terms of shadow lines and recessions.

I mean, I think that you could do it so that you had a one-story wing towards the rear that's, you know, literally built into the hillside and accommodate your program and then you don't have that, you know, full length view hitting you as you pass by on 355.

MR. FULLER: I certainly am not opposed to the B- attempting to make the use work if that's going to make your B the chapel operate, and if you solve the problems with Zoning or other groups that aren't us --

MR. REGGERI: Mm-hmm.

MR. FULLER: B- but from my perspective, sort of the gross area, yeah I think you're stretching the envelope, but do I think you could do it? I think you could do it. It's simply I'm not thrilled with this configuration.

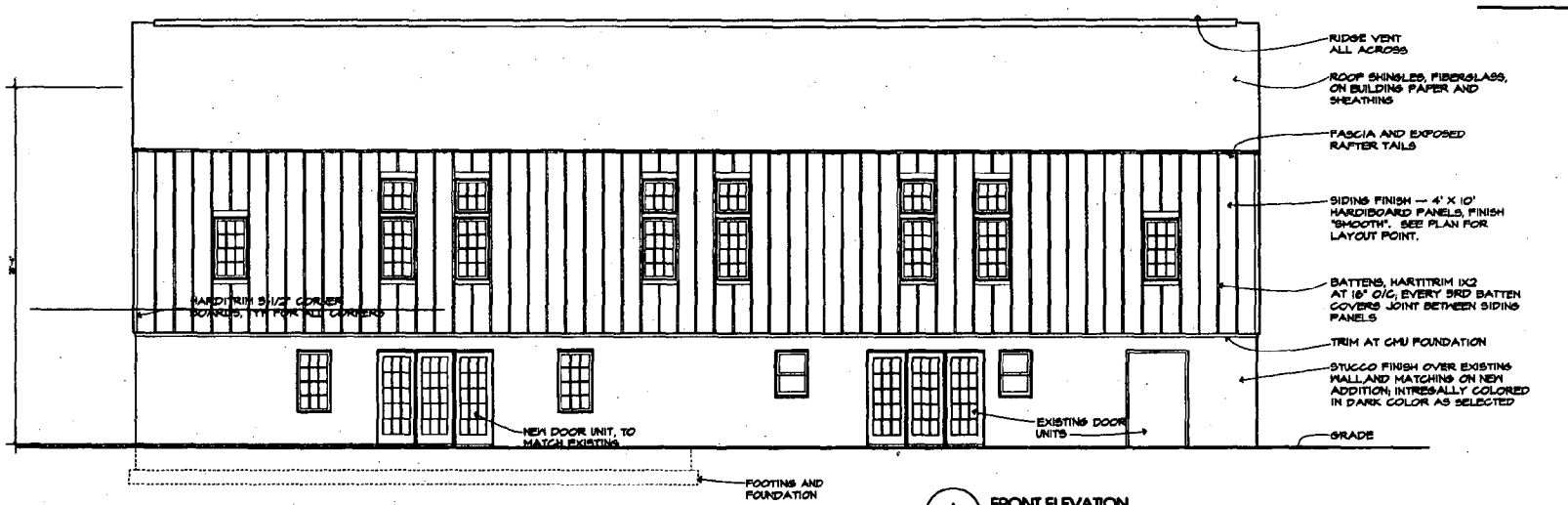
MR. REGGERI: Okay.

MS. WRIGHT: So, basically would you like to just direct, since the applicants agreed to a continuance, you can direct Staff to take the comments we've heard tonight and try to meet with the applicant and see if there are some alternative designs.

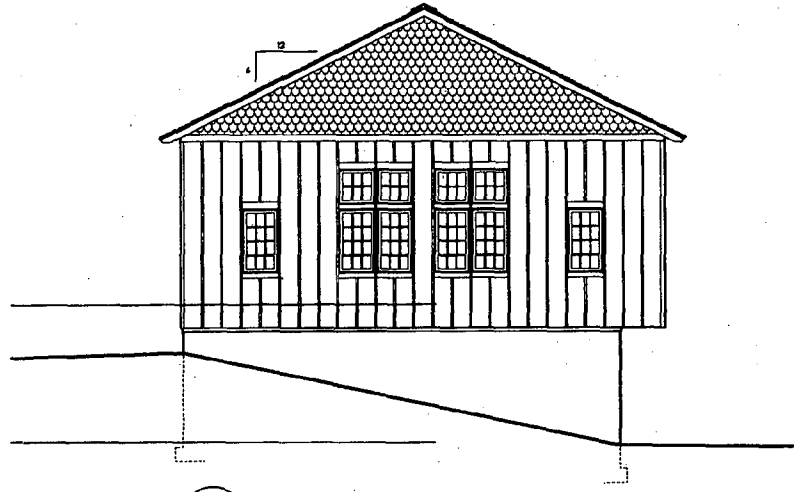
MS. O'MALLEY: I think that's what we're saying.

MR. REGGERI: Excellent. Thanks a lot.

MS. O'MALLEY: Thank you. All right, I think we're going to take a short break before we do our other preliminary consultation.



A. FRONT ELEVATION
A2.1 1/8" = 1'-0"



B. LEFT SIDE ELEVATION
A2.1 1/8" = 1'-0"

KENT RICHARD ABRAHAM
ARCHITECT



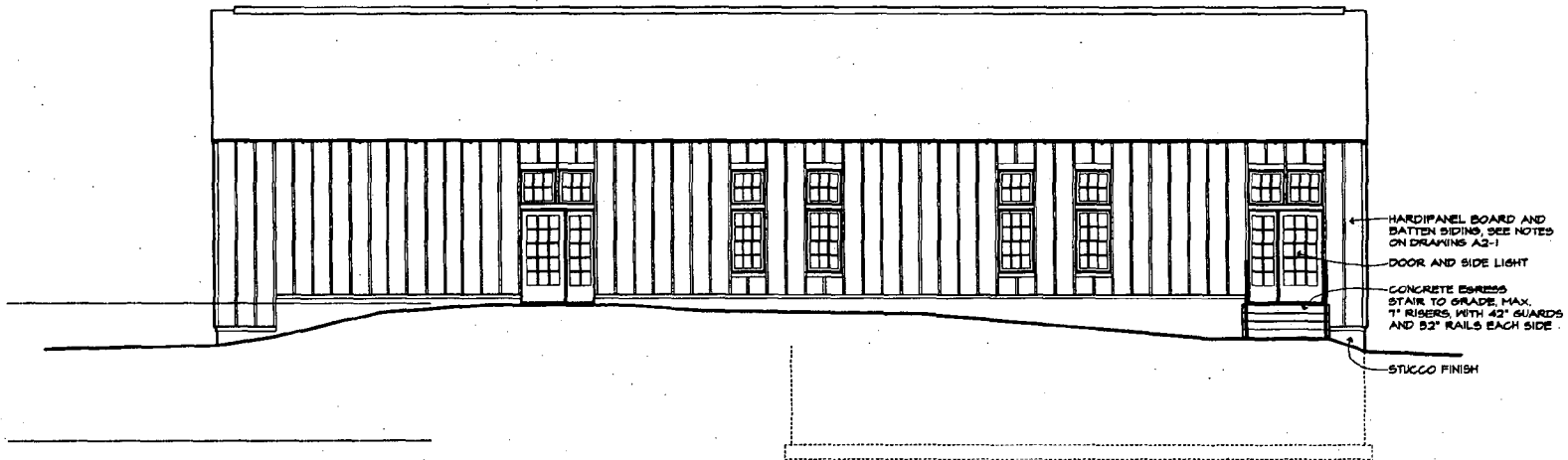
Historic Chapel Meeting Hall
9891 26200 Fredrick Road • Clarksburg, Maryland 20871

ELEVATIONS
A AND B
DATE: 6 MAR 2004
SCALE: 1/8" = 1'-0"

A2-1

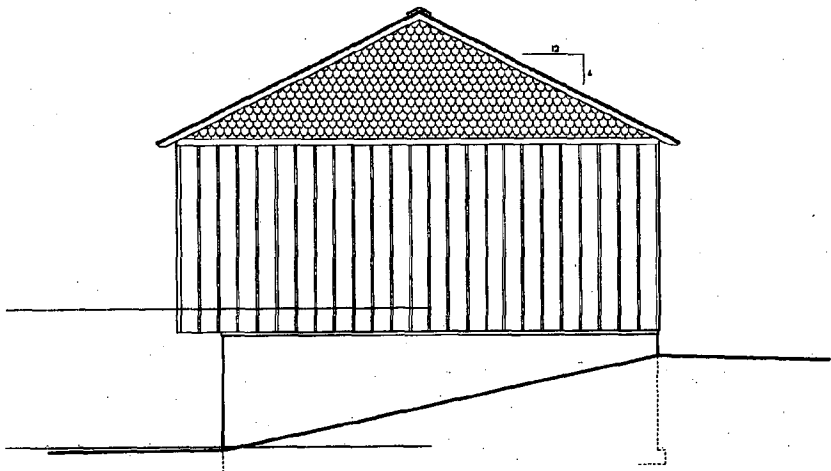
55

4/14/04 SUBMITTAL



HARDIPANEL BOARD AND
BATTEN SIDING, SEE NOTED
ON DRAWINGS A2-1
DOOR AND SIDE LIGHT
CONCRETE ESPLANADE
STAIR TO GRADE, MAX.
1" RISERS, WITH 42" GUARDS
AND 32" RAILS EACH SIDE
STUCCO FINISH

C REAR ELEVATION
A2.2 1/8" = 1'-0"



D RIGHT SIDE ELEVATION
A2.2 1/8" = 1'-0"

KEVIN RICHARDS ARCHITECT
ARCHITECTS



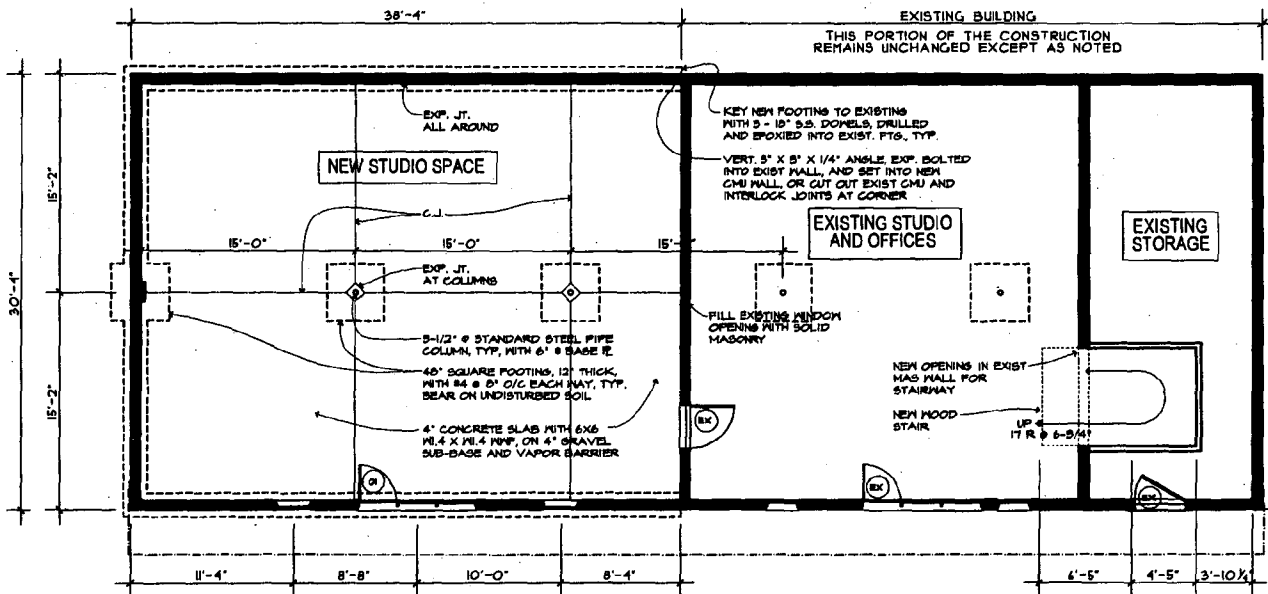
Historic Chapel Meeting Hall
9891 26200 Fredrick Road • Clarksburg, Maryland 20871

ELEVATIONS
C AND D
DATE: 6 MAR 2004
SCALE: 1/8" = 1'-0"

A2-2

4/14/04 SUBMITTAL

(100)



A GROUND FLOOR PLAN
A1.1 1/8" = 1'-0"

KENT RICHARD ARNOLD
 ARCHITECT - CP 2006



Historic Chapel Meeting Hall

9891 26200 Fredrick Road • Clarksburg, Maryland 20871

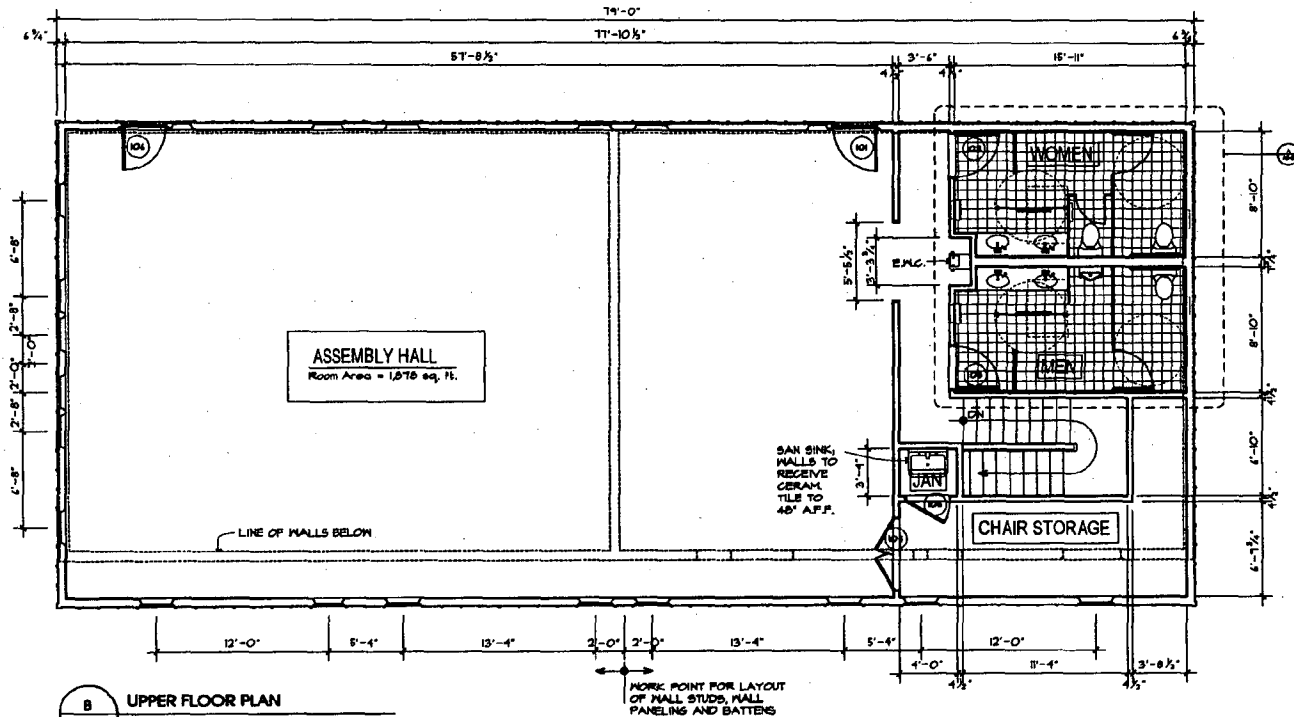
LOWER LEVEL
 FLOOR PLAN

A1-1

DATE: 6 MAR 2004
 SCALE: 1/8" = 1'-0"

4/14/04 SUBMITTAL

107



B UPPER FLOOR PLAN
A1.2 1/8" = 1'-0"

WORK POINT FOR LAYOUT OF HALL STUDS, WALL PANELING AND BATTERS

KENT RONALD ABRAMAM
 ARCHITECT - FIDELITY



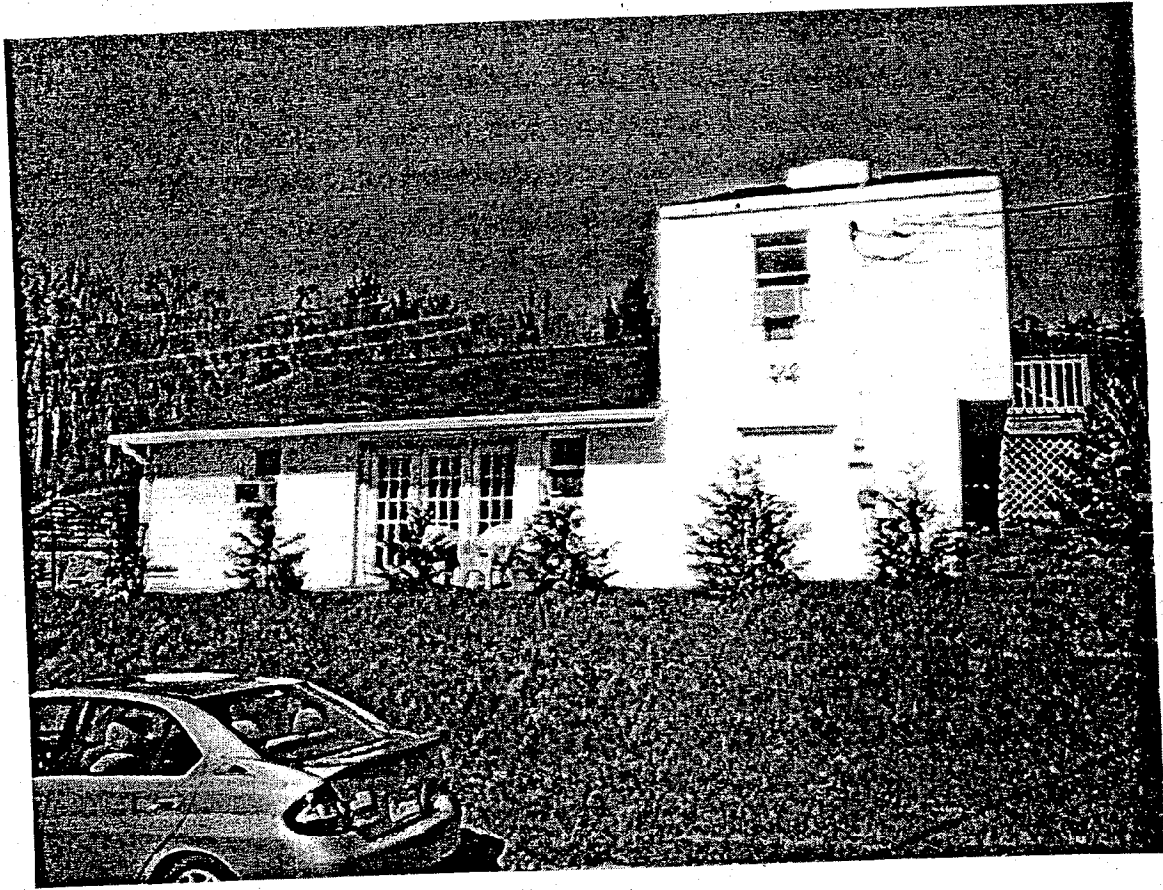
Historic Chapel Meeting Hall
 9891 26200 Fredrick Road • Clarksburg, Maryland 20871

UPPER LEVEL FLOOR PLAN
 DATE: 6 MAR 2004
 SCALE: 1/8" = 1'-0"

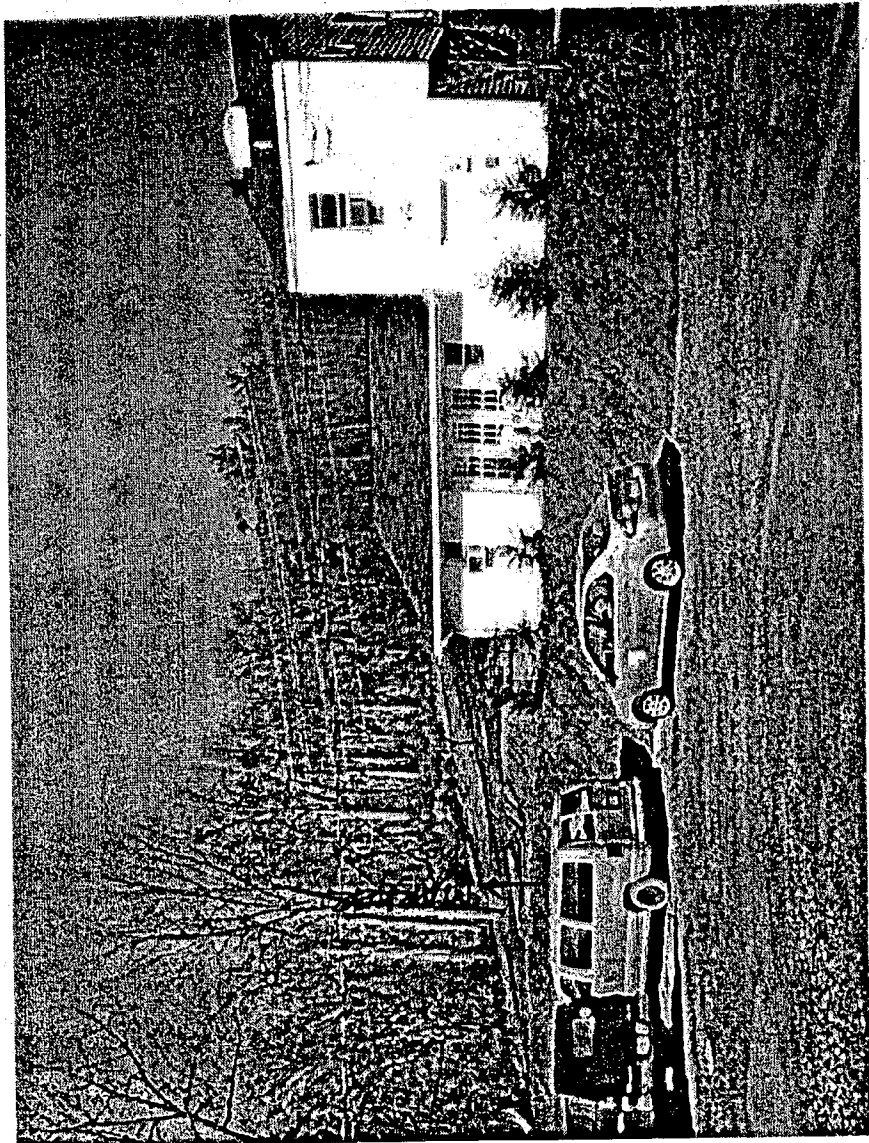
A1-2

4/14/04 SUBMITTAL

(B)

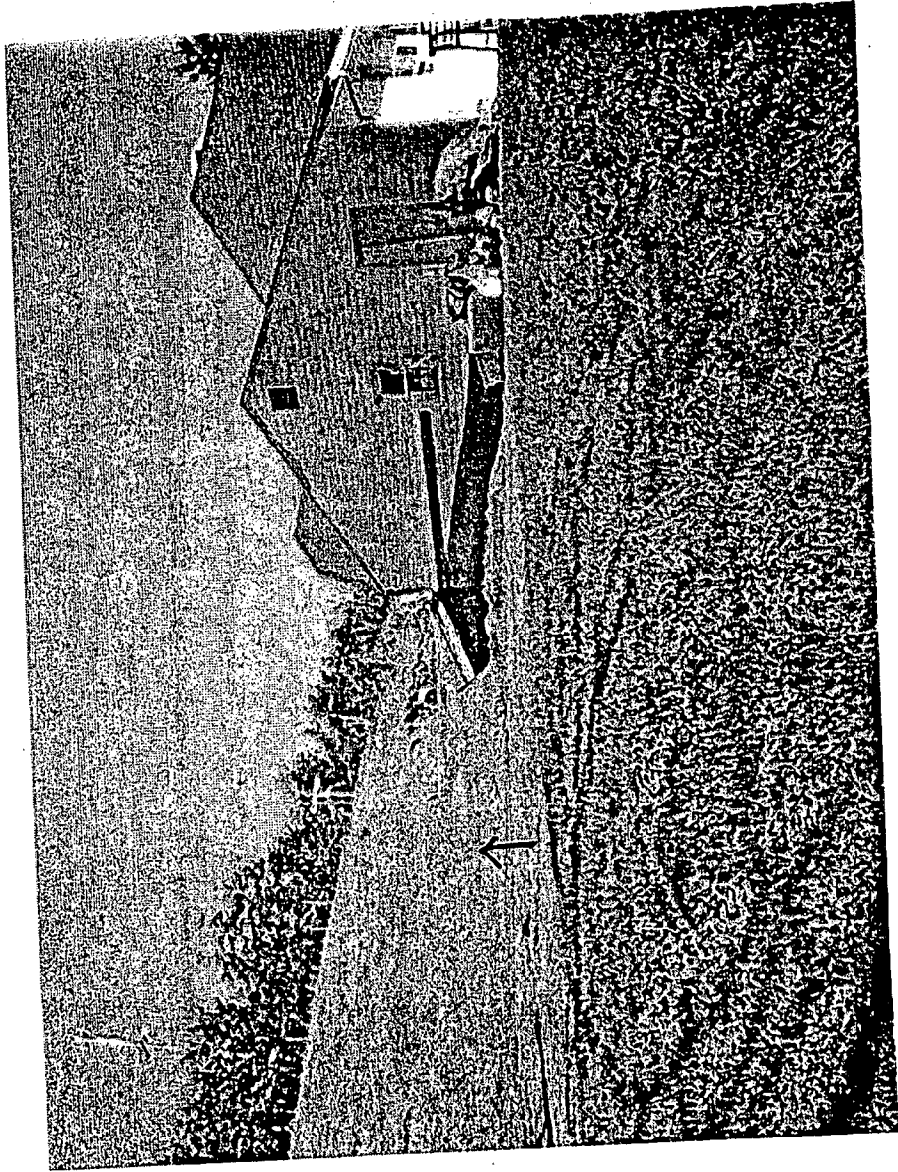


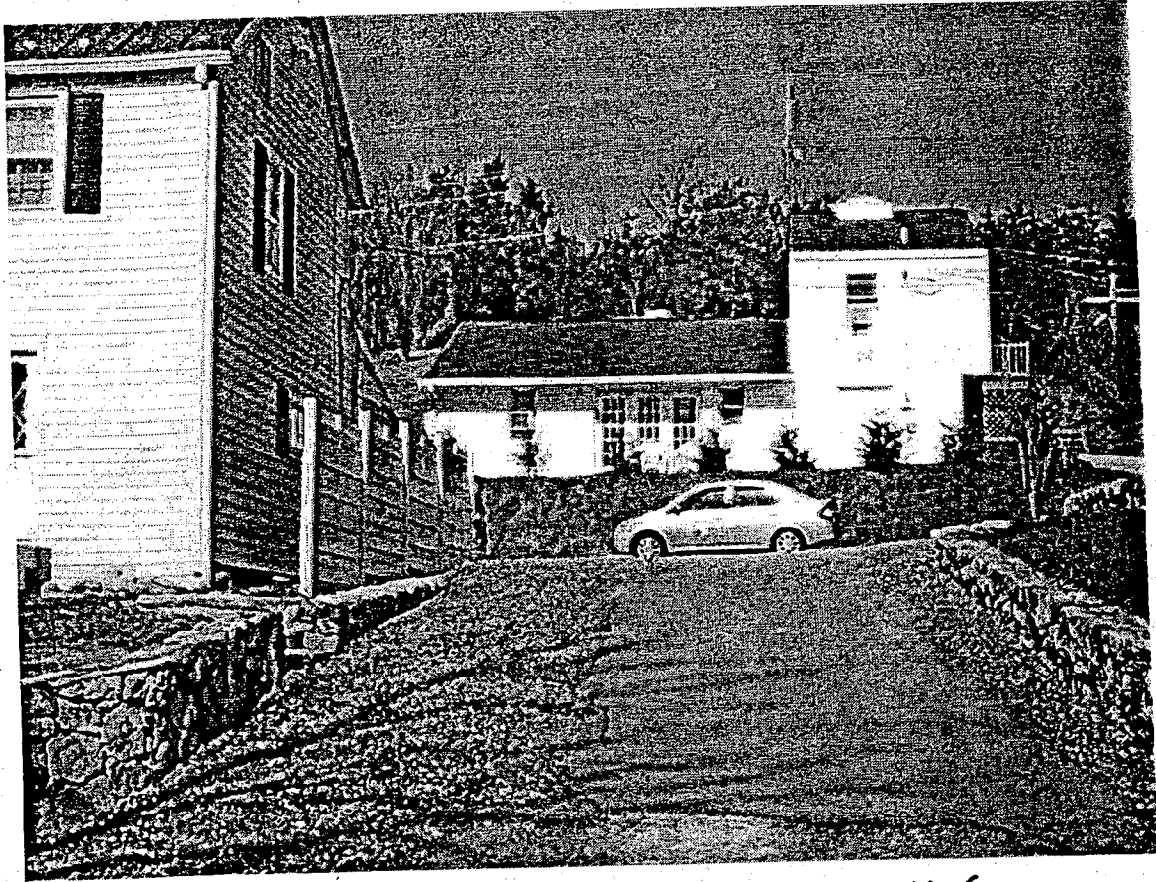
109



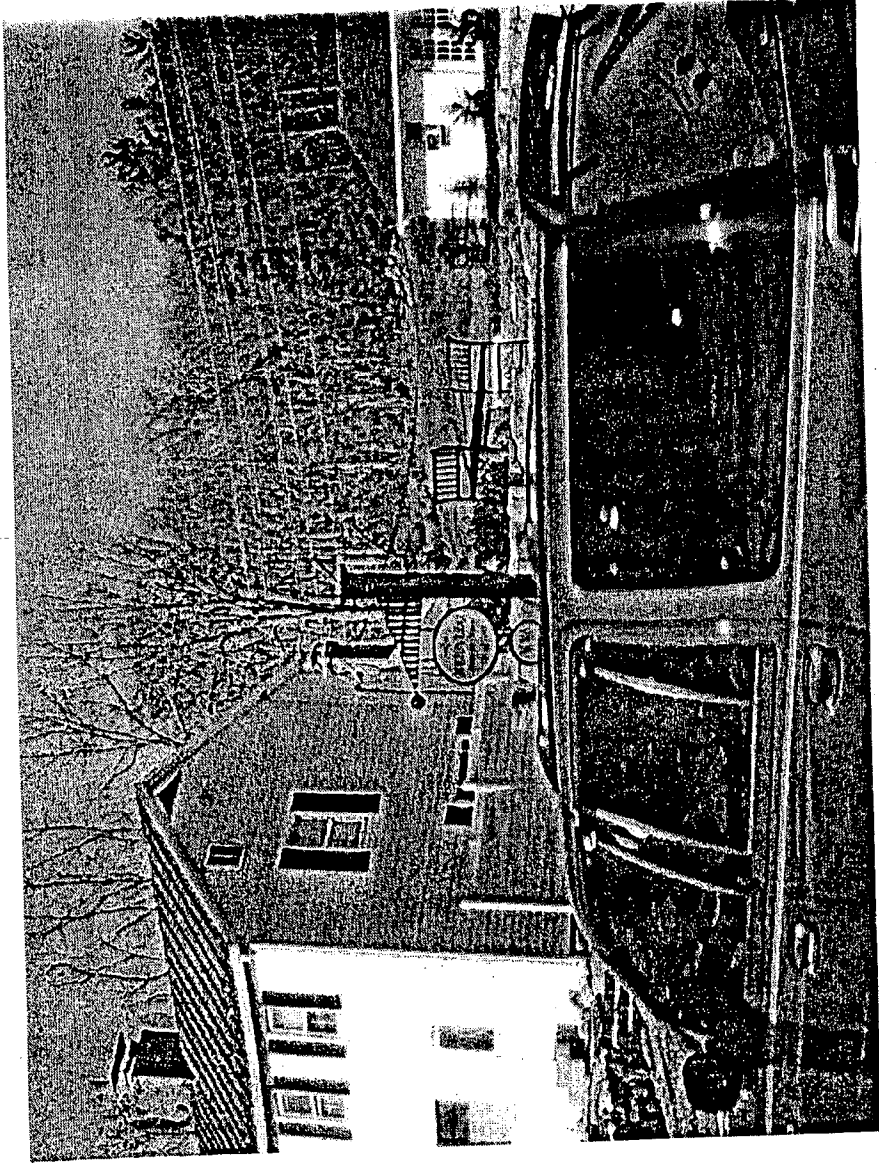
70

⑦





VIEW FROM BASE OF DRIVEWAY



VIEW FROM STREET

HISTORIC PRESERVATION COMMISSION STAFF REPORT

Address: 26130 Frederick Road, Hyattstown **Meeting Date:** 12/15/04

Subject Resource: Non-Contributing **Report Date:** 12/08/04
Hyattstown Historic District

Review: HAWP **Public Notice:** 12/01/04

Case Number : 10/59-04D CONTINUANCE **Tax Credit:** N/A

Applicant: Lawrence Reggeri **Staff:** Michele Naru

Proposal: Rear addition and second story expansion of a non-contributing building

Recommendation: Continue

RECOMMENDATION

Staff recommends that the Commission continue this application in order for the applicant to provide them with the following:

A grading plan will be submitted to the Commission for review and comment.

A tree removal identification plan will be submitted to the Commission for review and comment.

Suggested conditions of approval for the HAWP application when it returns to the HPC with the provided documents are:

The reforestation plan will be reviewed by the environmental planners at M-NCPPC to provide feedback to the Commission.

The siding will be cedar, board and batten. Hardi-plank is not approved.

HISTORY

Hyattstown, founded by Jesse Hyatt, was originally platted in 1798 and is significant as one of the largest cohesive collections of relatively unaltered 19th century buildings in Montgomery County. The town, a rural village, was created to service the needs of travelers and nearby farm facilities. It is located along a single, tree-shaded street and is a fine example of linear development along a major artery, opened about 1750, to connect the tobacco port of Georgetown with the colonial City of Frederick. With the establishment of Washington as the nation's capital, Frederick Road continued as an important artery linking the westward expanding frontier to its new capital city.

Hyattstown appears today much as it did in the 19th century. Interspersed among modest homes are many structures essential to 19th century village life including a school, churches, shops, offices and a hotel. The majority of the homes in Hyattstown were erected close together on quarter-acre lots and very close to the roadside. The houses, mostly built between 1800 and 1900, are visually important features of Hyattstown's streetscape. The historic district is comprised of approximately 38.6 acres and about 30 structures. The lots and alleys are situated just as they were back in the 18th

and 19th centuries. Included in the district in addition to residential uses are churches, a restaurant, a barbershop, and the volunteer fire department.

SITE DESCRIPTION

The subject parcel of land is located at the northern most point of the historic district and contains an early 19th century dwelling house and a non-contributing, concrete block, 1960's ranch-style building. The adjacent parcel of land, which is also owned by the abovementioned owner, contains the early 19th century, Gothic Revival Methodist Episcopal Church – South.

BACKGROUND

The subject property and the adjacent church property are zoned R-200 residential. As such, the church building is allowed to operate as a church by right in this zone. However, the adjacent property, which contains the dwelling and the ancillary structure - the subject of this report, can currently only be utilized as residential dwellings (the non-conforming use status that the property held has expired).

Currently, the owner of the property is seeking a minor subdivision from the County to merge these parcels of land into one single property. When this is approved, all of the buildings on this property will be associated with the church and only be used for church related functions.

A HAWP application was reviewed and discussed by the Commission at its April 14, 2004 meeting (see transcript beginning on 42). At this meeting the Commission and community members collectively expressed their concerns about the size of the proposed structure as it relates to Frederick Road and concerns relating to the use of the property, specifically parking related issues. The Commission encouraged the applicant to re-design his plans so that the width of the proposed building does not exceed the current width and to extend the new addition from the current building's rear elevation. They also encouraged the applicants to contact the County's Permitting Services Division to address the zoning questions raised. The applicants agreed to a continuance at this meeting so that they may solve the zoning questions and to develop revised plans.

Since the abovementioned meeting, the applicants have been working with the Department of Permitting Services to address the zoning issues related to this proposed addition. The owner of the property has a signed lease from the "Holy Family Anglican Church", which will be utilizing these buildings for their church activities. The property owner is erecting the proposed addition to the ancillary building on the subject property for his lessee to be used for their church's Sunday school activities (see associated lease and correspondence beginning on circles 18).

PROPOSAL:

The applicant is proposing to:

1. Demolish the existing second story of the subject building.
2. Construct a second story on top of the existing building.
3. Construct a rear extension (37' long x 32' wide)
4. Clad the entire building with Hardi-board, simulated, board and batten siding or cedar paneling with batten strips.
5. Apply a cement plaster finish over the existing and new concrete block foundation.
6. Install a standing seam metal roof over the entire structure.

7. Install a gravel driveway around the perimeter of the revised building.
8. Install four, asphalt parking spaces along the rear, south elevation of the new addition for handicapped use.

APPLICABLE GUIDELINES

When reviewing new construction within the Hyattstown Historic District several documents are to be utilized as guidelines to assist the Commission in developing their decision. These documents include the *Hyattstown/Clarksburg County Master Plan (Master Plan)* approved and adopted in June 1994, the *Vision of Hyattstown: A Long-Range Preservation Plan (Vision)* approved and adopted in August 1992, *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.

Hyattstown/Clarksburg County Master Plan – Land-Use plan

- Encourage a limited amount of new construction, as long as the new buildings are compatible to the historic ones in terms of size, scale, rhythm, percentage of lot coverage, relationship to the street and relationship to open space (p.82).

Vision of Hyattstown – Strategies for Maintaining Historic Character

- Preservation of significant patterns of development [and] encourage that any additional development within the Historic Residential Core be compatible with the characteristic pattern of development. . .residential uses fronting Frederick Road – front yard setbacks of 25 to 40 feet are typical of the pattern for the existing historic houses fronting the road. New buildings should be sited to fit within this rhythm of building spacing (p.54).

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 or 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.
- In the case of an application for work on a historic resource located within a historic district, the Commission shall be lenient in its judgment of plans for structures of little historical or design significance or for plans involving new construction, unless such plans would seriously impair the historic or architectural value surrounding historic resources or would impair the character of the historic district.

Secretary of the Interior's Standards for Rehabilitation

- New 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 or related 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.

STAFF DISCUSSION

Proposed additions and alterations to non-contributing resources within the Hyattstown Historic District are reviewed with a lenient level of design review. The Commission generally focuses on the project's massing, scale, and proportion as it relates to the adjacent historic properties and its potential impact to the historic character of the district, and the existing streetscape/ and or landscape.

Although this proposed project significantly increases the size of the existing building, staff feels that this building will be compatible with the existing environmental setting. The proposed new massing will be sited directly behind the existing historic structure and combined with the steep topography (the road is substantially sunken at this location), the new massing will barely be visible from the street and will have very minimal impact to the existing streetscape.

The existing height of the building is at its highest point is 26' from grade. The proposed height of the new dwelling is 27'8" front grade. Staff does not feel that this small increase will negatively impact the streetscape.

The proposed cladding material for the building is vertical Hardi-plank siding with Hardi-plank "battens" or cedar, board and batten siding. Staff is very strongly supportive of the use of natural materials on new construction within our historic districts, and as such recommends that the Commission approve the use of the cedar siding only on this project.

It is staff's opinion that the subject building, with staff proposed alterations, will be compatible with the adjacent historic resources in terms of massing, scale and proportion and will not negatively impact the character of the historic district, which is consistent with the *Secretary of Interior's Standards for Rehabilitation* and the *Vision of Hyattstown*.

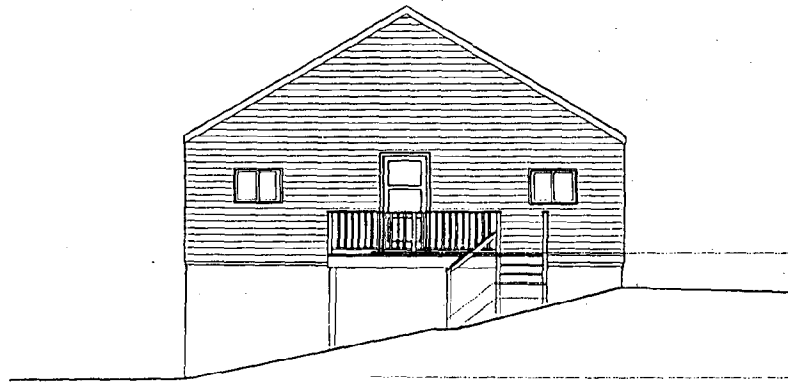
The verbal support for this project from the Local Advisory Panel (LAP), The Friends of Hyattstown, has been provided to staff.

Additionally, the owner, without an approved HAWP, but with an approved grading plan issued through the Department of Permitting Services (DPS), removed trees and leveled the land behind the subject ancillary building, about a year ago, to begin preparations for this project. The attached landscaping plan (circle 17) is being provided by the owner to demonstrate his plan to reforest the subject lot. Staff will be submitting this plan to M-NCPPC's environmental planners for comments, as we were in receipt of this plan only on the day the staff report was due.

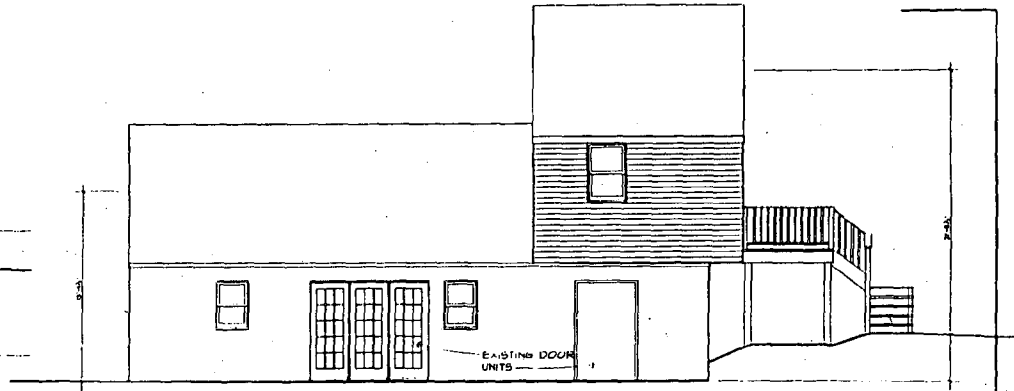
Also, as expressed to the owner on several occasions, staff is requiring that they provide the Commission with a grading plan and tree removal plan showing the conditions prior to the work being undertaken and the current conditions. Although DPS issued a permit for this work, it still requires an approval from the HPC. A HAWP for this new addition cannot be acted upon by the Commission until the retroactive grading and tree removal issues have been addressed. Therefore, staff is recommending that the Commission continue this HAWP application until these documents are provided.

STAFF RECOMMENDATION

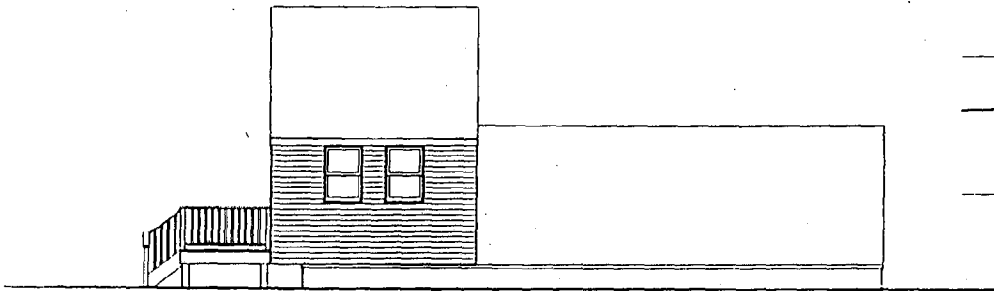
Staff recommends that the Commission *continue* this HAWP application until the above stated documents are provided.



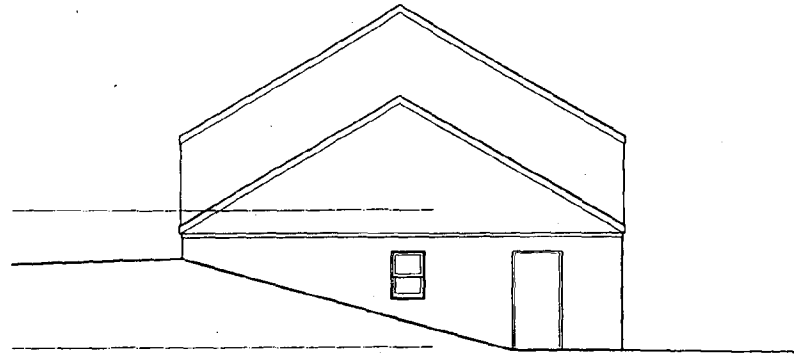
D EXISTING RIGHT SIDE ELEVATION
EX-1 1/8" = 1'-0"



A EXISTING FRONT ELEVATION
EX-1 1/8" = 1'-0"



C EXISTING REAR ELEVATION
EX-1 1/8" = 1'-0"



B EXISTING LEFT SIDE ELEVATION
EX-1 1/8" = 1'-0"

KENT RICHARD ABRAMSON
ARCHITECT
1000 17th St. N.W.
Washington, D.C. 20036



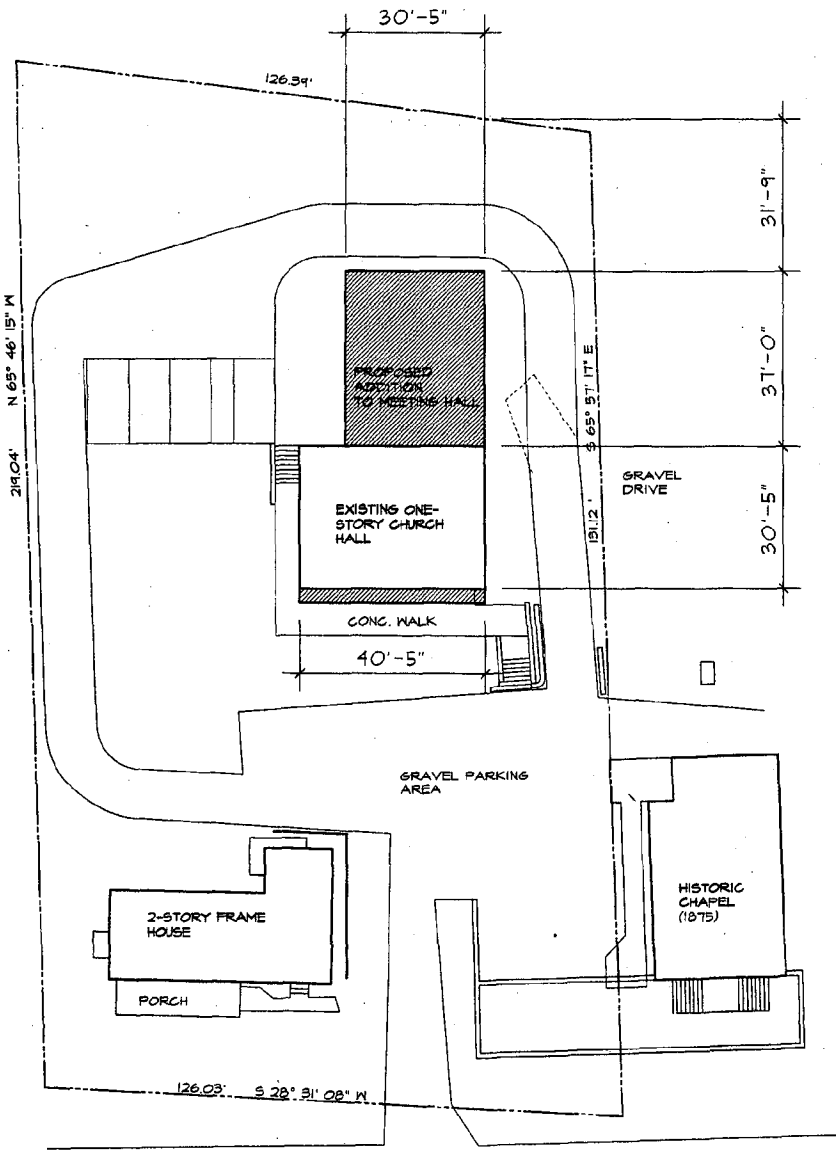
Historic Chapel Meeting Hall
9891 26200 Fredrick Road * Clarksburg, Maryland 20871

EXISTING ELEVATIONS
DATE: 28 MAR 2002
SCALE: 1/8" = 1'-0"

EX-1

R-200

(11)



FREDERICK ROAD
(VARIABLE RIGHT-OF-WAY WIDTH)

BUILDING CODE SUMMARY	
BUILDING CODE APPLICABLE:	2003 IBC
USE GROUPS:	A3
LOWER LEVEL --	A3 -- ASSEMBLY, CHURCH/COMMUNITY HALL
UPPER LEVEL --	
CONSTRUCTION TYPE:	III-B
OCCUPANCY LIMITATIONS:	
LOWER LEVEL:	100 G.S.F./PERSON, 24 TOTAL
UPPER LEVEL:	15 SQ. FT. NET, 132 PERSONS

TABLE OF LOT COVERAGES	
EXISTING LOT AREA:	0.6128 ACRES 26,884 SQ. FT.
COVERAGE OF EXISTING HOUSE:	1,078 SQ. FT. (4%)
COVERAGE OF EXISTING MEETING HALL:	1,228 SQ. FT. (4.5%)
COVERAGE OF PROPOSED ADDITION:	1,123 SQ. FT. (4.18%)
TOTAL PROPOSED LOT COVERAGE:	3,431 SQ. FT. (12.76%)

TABLE OF BUILDING AREAS	
EXISTING HOUSE:	2,156 SQ. FT.
EXISTING MEETING HALL:	1,228 SQ. FT.
PROPOSED ADDITION PLUS BASEMENT:	1,247 SQ. FT. 1,123.5 SQ. FT.
TOTAL PROPOSED BUILDING AREA:	5,756 SQ. FT.



KENT RICHARD ABRAHAM
ARCHITECT
NO. 12345 - Exp. 12/31/04

ABRAHAM / PETRO
ARCHITECTS & DESIGNERS

P.O. BOX 1188
1400 W. CENTRAL AVENUE
MIDDLEVILLE, MARYLAND 20717
(301) 234-4001 - FAX (301) 269-9002

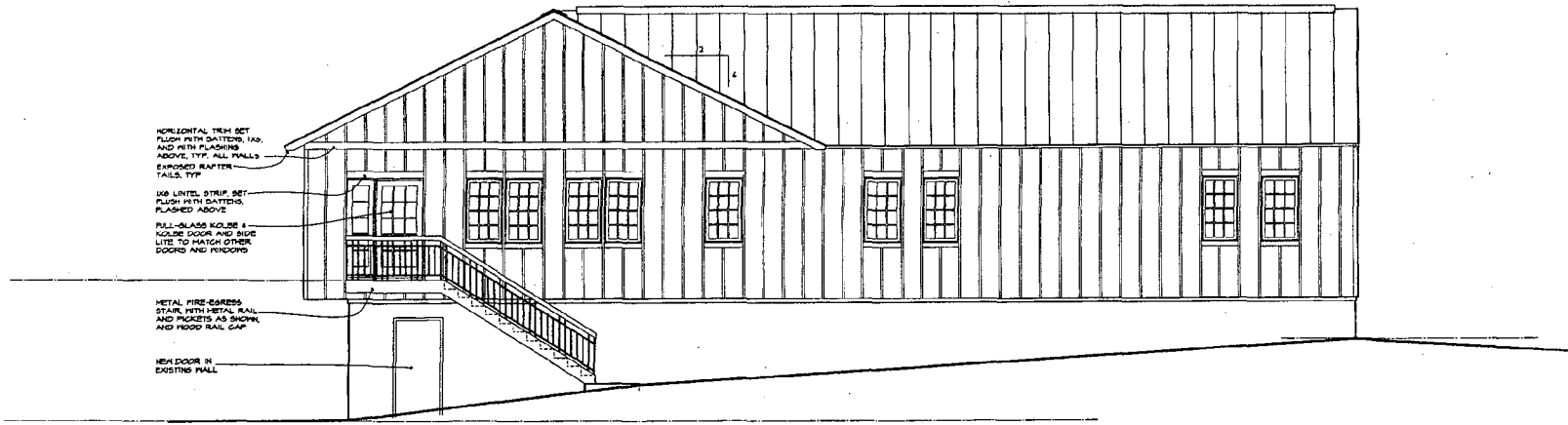
Historic Chapel Meeting Hall

9891 26200 Fredrick Road ° Clarksburg, Maryland 20871

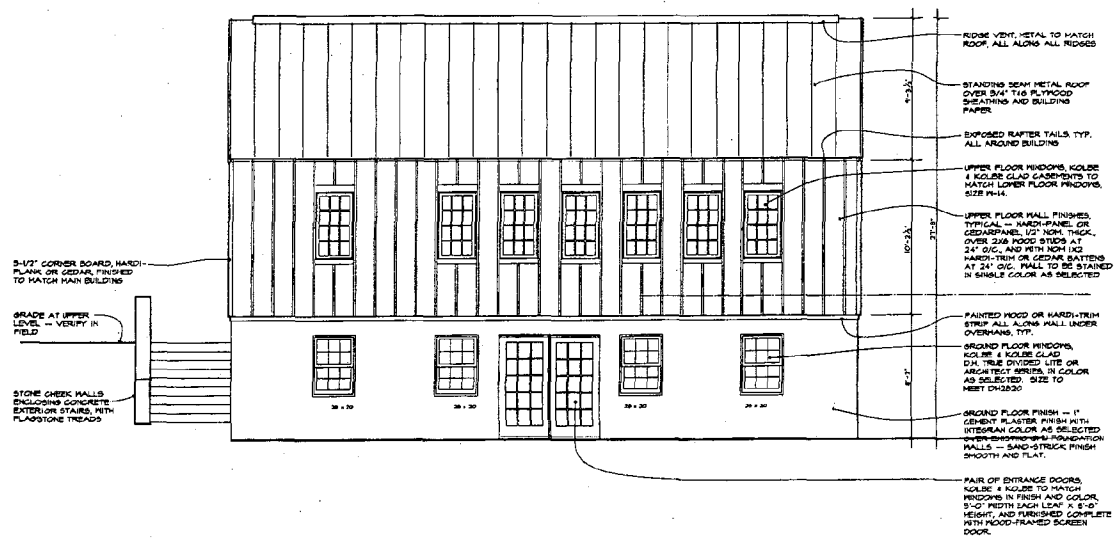
SITE PLAN
AND GENERAL
NOTES

Date: 24 NOV 04
Scale: 1/16" = 1'-0"

A0-1



B LEFT SIDE ELEVATION
A2.1



A FRONT SIDE ELEVATION
A2.1

ABRAHAM / PETRO
ARCHITECTS & DESIGNERS

PO BOX 188
1000 WESTERN AVENUE
SHELTON, WYOMING 82901
(307) 324-1111 FAX (307) 324-1822

Historic Chapel Meeting Hall

9891 26200 Fredrick Road ° Clarksburg, Maryland 20871

ELEVATIONS
A AND B

Date: 24 NOV 04
Scale: 1/4" = 1'-0"

ARCHITECTURAL
STATE OF A
KENTH
MUR

A

12



D LEFT SIDE ELEVATION
A2.1



C REAR ELEVATION
A2.1

171

ABRAHAM / PETRO
ARCHITECTS & DESIGNERS
1000 W. MARKET STREET, SUITE 200
CLARKSBURG, MARYLAND 20871

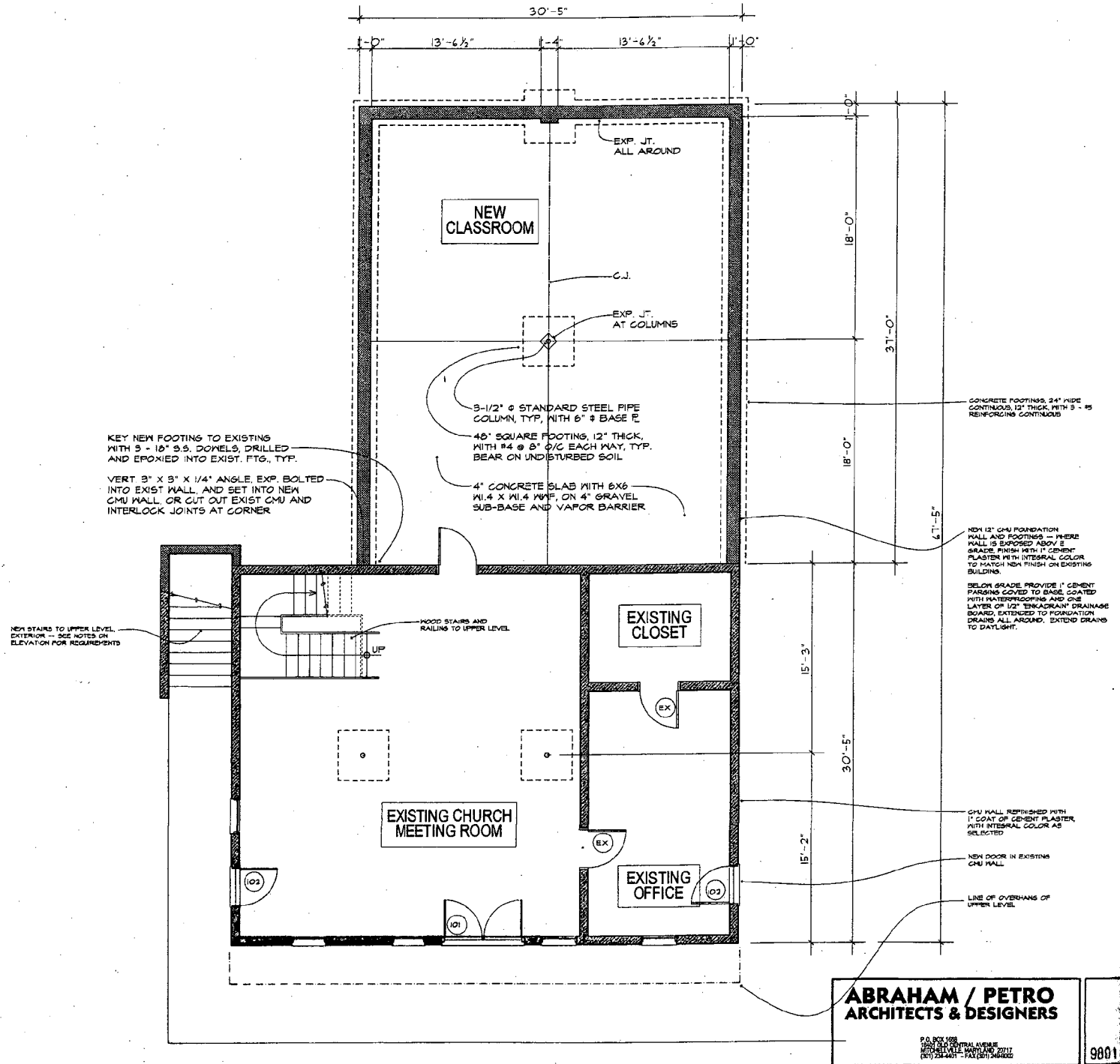
Historic Chapel Meeting Hall
9891 26200 Fredrick Road ° Clarksburg, Maryland 20871

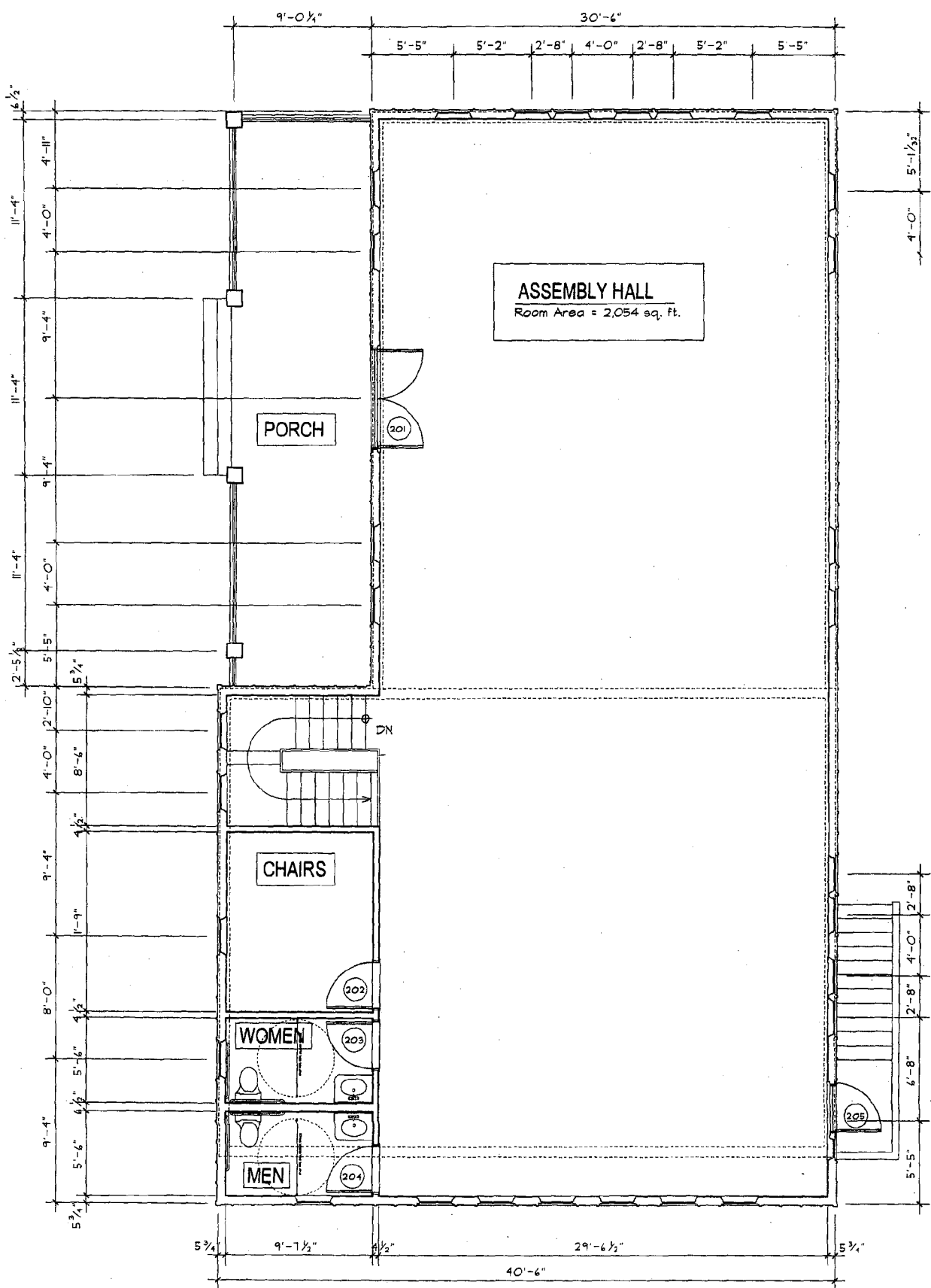
ELEVATIONS
C AND D
DATE: 24 NOV 04
SCALE: 1/4" = 1'-0"

Handwritten signature

FIRST FLOOR

(15)





2ND FLOOR

RE-FORESTATION AREA.
PLANT WITH MIX OF TREES AND
NATIVE PLANTS. PLANTS TO BE SELECTED
FROM THE FOLLOWING LIST:

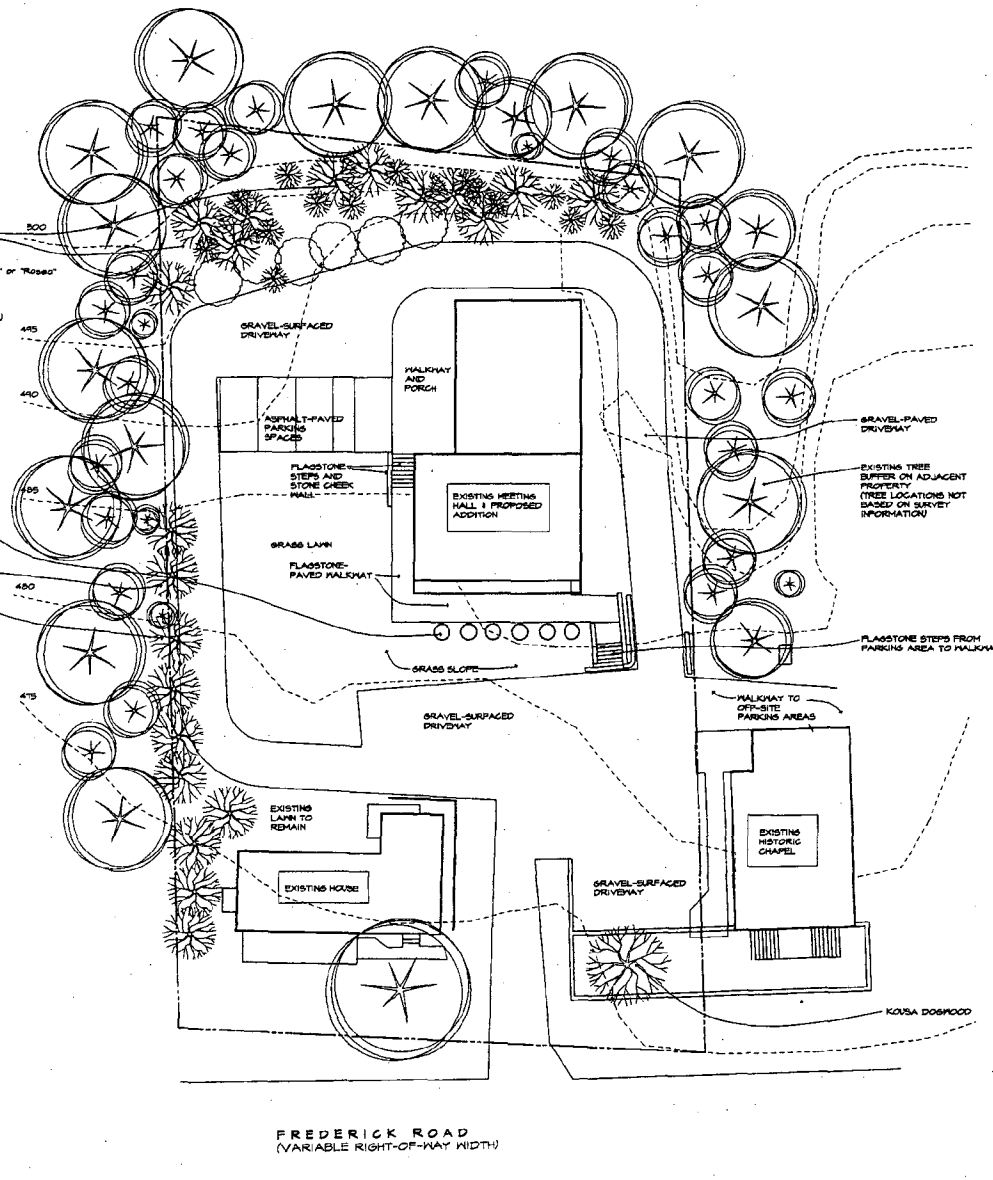
Red Chokeberry (*Aronia arbutifolia*)
Summer Sweet (*Clethra alnifolia*) "Hummingbird" or "Rosea"
Dogberry Holly (*Ilex opaca*) "Sumac"
Highberry (*Ilex verticillata*) "Red Sprite"
Virginia Sweetspire (*Itea virginica*)
Mountain Laurel (*Kalmia latifolia*)
Great Rhododendron (*Rhododendron maximum*)
Swamp Azalea (*Rhododendron viscosum*)
Blueberry (*Vaccinium corymbosum*)
Arrowwood (*Viburnum*) (*Viburnum dentatum*)
Pitchnose (*Hamamelis virginiana*)

When trees are desired or required,
select from the following list of native species:

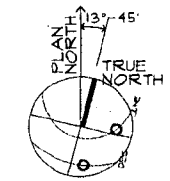
Frage Tree (*Clonostyris virginica*)
Eastern Redbud (*Genoa canadensis*)
Laural Magnolia (*Magnolia virginiana*)
Dorsey Dogwood (*Amelanchier canadensis*)

REMOVE EXISTING SMALL TREES

NEW SCREENING TREES,
GREEN SHANT ARBOR VITAE
LINE EXISTING TREES ALONG
EDGE OF ROAD AND PARKING



FREDERICK ROAD
(VARIABLE RIGHT-OF-WAY WIDTH)



11

REFORESTATION PLAN

ABRAHAM / PETRO
ARCHITECTS & DESIGNERS
20 BOX 188
1000 CAPITAL AVENUE
BETHESDA, MARYLAND 20814
PH: 301-461-1111
FAX: 301-461-1112

**Historic Chapel
Meeting Hall**
9891 26200 Fredrick Road ° Clarksburg, Maryland 20871

LANDSCAPE
PLAN & NOTES
DATE: 22 NOV 07
SCALE: 1/8" = 1'-0"

L-1

The Historic Chapel at
Milton Ridge

July 7, 2004

Edward Calloway
Department of Permitting Services
255 Rockville Pike, 2nd Floor
Rockville, Maryland 20850-4166

Dear Mr. Calloway,

Thank you for your time and attention that you've given to me regarding the remodeling of the middle building on the property into a 'Meeting Hall' for the chapel.

As per our conversations regarding the requirements needed in order to have the proper permitting, please find enclosed a copy of the chapel lease for The Holy Family Anglican Church. This lease should fully meet your requirements. The Holy Family Anglican Church has been worshipping in the chapel for over four weeks.

To move forward on this project, I need to have a written statement from you or your department confirming that I am permitted to renovate the middle building on the property for ministry needs. Once I have this approval letter, I can then submit my application for the historic work area permit.

I can be reached at 240-372-4440 if you have any questions or concerns. I do hope that we will be able to move forward.

Thanks again for your assistance and I hope that you have a great summer.

Regards,


Lawrence Ruggieri
240.372.4440

July 28, 2004

Mr. Lawrence Ruggeri
26200 Frederick Road
Clarksburg, Maryland 20871

Dear Mr. Ruggeri:

At your request, I have reviewed your letter to Mr. Edward Calloway regarding the use of the property at 26200 Frederick Road.

This property has been the subject of many nonconforming uses, all of which were retail in nature. At the time you purchased the property in _____ you began using the property apparently as a wedding chapel. We requested and you sent to us an application for a nonconforming use (continuation) and you were allowed to operate a photography studio at this location. However, the use of the property has been called to question numerous times since our approval of the continuation of the nonconforming use as a photography studio. You later renovated the church on the property.

A wedding chapel is neither a defined use in the zoning ordinance nor is it a permitted use in the R-200 zone. In order to perform weddings on the property, there must be a use permitted in the zone that will allow wedding. That use is as a church which is a permitted use in the zone. In order to be a church, there must be a congregation, hence our insistence that there can be no weddings without a congregation.

You have provided to Mr. Calloway a copy of a lease with Holy Family Anglican Church, P.O. Box 581, Gaithersburg MD 20877. The lease is a month to month lease but

October 3, 2004

Mr. Lawrence Ruggeri
26200 Frederick Road
Clarksburg, Maryland 20871

Dear Mr. Ruggeri:

This letter is in response to your request for a review of the property at 26200 Frederick Road in Clarksburg for a church and related uses.

I have reviewed your letter to Mr. Calloway as well as other information that was provided to me, including a transcript of your testimony at the Historic Commission Hearing, a Letter from the Holy Family Anglican Church and other research information.

The Church is currently located on Parcel 922. The house you wish to convert into a building to support the church is on Parcel 969. A Church, memorial garden, convent, monastery, and/or other place of worship is permitted in the zone. However, uses such as a meeting hall, counseling offices or Sunday school classrooms are not permitted unless they are on the land where the church is already located. In order for you to renovate the house for use by the church, you would have to combine both properties into one property through the subdivision process through Maryland-National Capital Park and Planning Commission.

Thank you for being patient during our research and review. If you have any questions, please contact Mr. Calloway at 240-777-6253.

Sincerely,

Susan Scala-Demby
Zoning Manager



DEPARTMENT OF PERMITTING SERVICES

Douglas M. Duncan
County Executive

Robert C. Hubbard
Director

October 15, 2004

Lawrence Ruggieri
The Historic Chapel at Milton Ridge
26200 Frederick Road
Clarksburg, Maryland 20871

Dear Mr. Ruggieri:

I received your letter requesting confirmation about the activities that can occur if you go forward with the subdivision of the two lots you own, combining them into one for the purpose of having a Church operate from the chapel and utilize the building you plan to renovate for the purposes of church activities.

As you know, you have two requirements you need to meet. One is the requirement for a minor subdivision. The second requirement is that the building can only be renovated for the purpose of conducting activities by the Church leasing and operating out of the chapel.

Once both of those requirements are met, you can submit an application to renovate the building.

Sincerely,

Susan Scala-Demby
Permitting Services Manager

(240) 777-6255



Naru, Michele

From: Wright, Gwen
Sent: Wednesday, December 01, 2004 12:55 PM
To: Naru, Michele
Subject: FW: Clarification of Additional Uses on Ruggeri property

FYI...

Gwen Wright
Historic Preservation Supervisor
Montgomery County Department of Park and Planning
8787 Georgia Avenue
Silver Spring, MD 20910
(301) 563-3400
gwen.wright@mncppc-mc.org

-----Original Message-----

From: Scala-Demby, Susan [mailto:Susan.Scala-Demby@montgomerycountymd.gov]
Sent: Wednesday, December 01, 2004 10:05 AM
To: lawrenceruggeri@yahoo.com; Martin, Anne C. - ACM; Dalrymple, C Robert - CRD; Edgerley, David; Wright, Gwen; michelle.naru@mncppc-mc.org
Cc: Calloway, Edward (Jay); Hubbard, Robert; Spicer, Malcolm
Subject: Clarification of Additional Uses on Ruggeri property

I have clarified the use of Mr. Ruggeri's property with the County Attorney, Mac Spicer. The use that has been approved and is permitted is the religious use of the property by the Holy Family Anglican Church. Use of the premises at 26130 or 26200 Frederick Road which will be combined into one property is limited to use by this religious organization. Additional use of the premises by another religious organization must be arranged through Holy Family Anglican Church since this is the permitted use. Use of the ancillary building by outside groups is not permitted except as outlined above. Mr. Ruggeri can make any addendums to his lease with Holy Family Anglican Church for remuneration for the additional usage of the premises.

I hope this answers the questions from yesterday.

The Department of Permitting Services is pleased to have had the opportunity to serve your needs.

Please feel free to contact me should you have any additional questions. To learn more about our department and the services we provide, please visit our web address at

<http://permittingservices.montgomerycountymd.gov/>

If I can be of further assistance, please contact me again.

Susan Scala-Demby

Permitting Services Manager

Department of Permitting Services

240-777-6255

susan.scala-demby@montgomerycountymd.gov

Naru, Michele

From: Naru, Michele
Sent: Friday, December 03, 2004 3:12 PM
To: 'larry@digitalphoto.com'
Subject: Plans for HAWP
Importance: High

Hi Larry,

I am still not in receipt of the landscape, grading, and tree removal plans for your HAWP to be heard on the 15th. My staff report is due on Monday by close of business. Please advise me of when I will be receiving these.

Thanks.

Michele

Michele Naru, Senior Planner
Historic Preservation Office
Montgomery County Department of Park and Planning
1109 Spring Street, Suite 801
Silver Spring, MD 20910
(301) 563-3400 (phone)
(301) 563-3412 (fax)
michele.naru@mncppc.org
www.mncppc.org

The Historic Chapel at
Milton Ridge

Commercial Lease Agreement

THIS LEASE dated this 1st day of June, 2004

BETWEEN:

Lawrence Ruggeri and Tracy Ruggeri
Address: 4549 Fairfield Ave. Bethesda, Md, 20814
Telephone: 3016074717 Fax: 3018748434
(collectively and individually the "Landlord")

OF THE FIRST PART

- AND -

Holy Family Anglican Church
Address: P.O. Box 581 Gaithersburg, MD 20877
(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Basic Terms

1. The following basic terms are hereby approved by the parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:
 - a. Landlord: Lawrence Ruggeri and Tracy Ruggeri
 - b. Address of Landlord: 4549 Fairfield Ave. Bethesda, Md, 20814
 - c. Tenant: Holy Family Anglican Church
 - d. Address of Tenant: P.O. Box 581 Gaithersburg, MD 20877
 - e. Term of Lease: Monthly periodic tenancy
 - f. Commencement Date of Lease: July 1st, 2004
 - g. Base Rent: \$331.25 per month
 - h. Permitted Use of Premises: Worship, bible study, fellowship, outreach community functions
 - i. Advance rent: None
 - j. Security/Damage Deposit: \$331.25

Definitions

2. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;

25

The Historic Chapel at
Milton Ridge

- b. "Building" means the Lands together with all buildings, improvements, equipment, fixtures, property and facilities from time to time thereon, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
- c. "Common Areas and Facilities" mean:
- i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
 - ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants thereof or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Lands" means the land legally described as:
 Liber 8944
 Folio 445.
- e. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the centre line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- f. "Premises" means the building at 26130,26200 Frederick Road, Clarksburg, Md, 20871 which is located approximately as shown in red on Schedule 'A' attached to and incorporated in the Lease;

Leased Premises

3. The Landlord agrees to rent to the Tenant the Premises for only the permitted use (the "Permitted Use") of a Worship, bible study, fellowship, outreach community functions. The Premises are more particularly described as follows:

Chapel building, parking areas, plaza, tennant apt for storage, grounds to access all described areas.

Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.

4. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the

The Historic Chapel at
Milton Ridge

building containing the Premises. Upon thirty (30) days notice, the Landlord may revoke any consent previously given pursuant to this clause.

5. Subject to the provisions of this Lease, the Tenant is entitled to the exclusive use of the following parking (the "Parking") on or about the Premises: Shopping center, and other designated areas. Only properly insured motor vehicles may be parked in the Tenant's space.
6. The Landlord has supplied and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear excepted, the fixtures and leasehold improvements noted in the attached list.
7. The Landlord reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the Building from time to time. In the exercise of those rights, the Landlord undertakes to use reasonable efforts to minimize any interference with the visibility of the Premises and to use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained.
8. The Landlord reserves the right for itself and for all persons authorized by it, to erect, use and maintain wiring, mains, pipes and conduits and other means of distributing services in and through the Premises, and at all reasonable times to enter upon the Premises for the purpose of installation, maintenance or repair, and such entry will not be an interference with the Tenant's possession under this Lease.
9. The Landlord reserves the right, when necessary by reason of accident or in order to make repairs, alterations or improvements relating to the Premises or to other portions of the Building to cause temporary obstruction to the Common Areas and Facilities as reasonably necessary and to interrupt or suspend the supply of electricity, water and other services to the Premises until the repairs, alterations or improvements have been completed. There will be no abatement in rent because of such obstruction, interruption or suspension provided that the repairs, alterations or improvements are made expeditiously as is reasonably possible.
10. Subject to this Lease, the Tenant and its employees, customers and invitees will have the non-exclusive right to use for their proper and intended purposes, during business hours in common with all others entitled thereto those parts of the Common Areas and Facilities from time to time permitted by the Landlord. The Common Areas and Facilities and the Building will at all times be subject to the exclusive control and management of the Landlord. The Landlord will operate and maintain the Common Areas and Facilities and the Building in such manner as the Landlord determines from time to time.
11. The Tenant agrees that the areas and boundaries described in Schedule "A" are:
 - a. subject to alteration by acquisition or conveyance of lands for any purpose including the dedication, expropriation or conveyance of lands for municipal lands; and
 - b. may, upon the sole discretion of the Landlord, be relocated to another area within the Building which area would, where possible, be of similar size and character to the original Premises.

The Landlord agrees to reimburse the Tenant for any reasonable moving expenses incurred in

The Historic Chapel at
Milton Ridge

any such relocation.*The Tenant covenants that at the request of the Landlord, it will enter into such further assurances, releases, amending agreements, or other documents as may be required by the Landlord to give effect to such alteration, variation, diminution, enlargement, supplementation or relocation.

Term

12. The term of the Lease is a periodic tenancy commencing at 12:00 noon on July 1st, 2004 and continuing on a month-to-month basis until the Landlord or the Tenant terminates the tenancy.
13. Upon 90 notice, the Landlord may terminate the tenancy under this Lease without cause or reason.
14. Upon 90 notice, the Tenant may terminate the tenancy under this Lease without cause or reason.
15. Notwithstanding that the term of this Lease commences on July 1st, 2004, the Tenant is entitled to possession of the Premises at 12:00 noon on June 20, 2004.

Rent

16. Subject to the provisions of this Lease, the Tenant will pay a base rent (the "Base Rent") of \$331.25 per month for the Premises, which includes a monthly charge for the Parking (collectively the "Base Rent").
17. The Tenant will pay the Base Rent on or before the first Sunday of each and every month of the term of this Lease to the Landlord at 26200 Frederick Road Clarksburg, Md, 20871, or at such other place as the Landlord may later designate.
18. The Landlord may increase the Base Rent for the Premises upon providing to the Tenant 90 days notice.
19. In the event that this Lease commences, expires or is terminated before the end of the period for which any item of Additional Rent or Base Rent would otherwise be payable or other than at the commencement or end of a calendar month, the amount thereof payable by the Tenant will be apportioned and adjusted pro rata on the basis of a thirty (30) day month in order to calculate the amount payable for such irregular period.

Use and Occupation

20. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
21. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do

The Historic Chapel at
Milton Ridge

anything on or in the Premises in contravention of any of them.

Security Deposit

22. On execution of this Lease, The Tenant will pay the Landlord a security deposit equal to the amount of \$331.25 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.
23. The Tenant may not use the Security Deposit as payment for the Rent.
24. Within 60 days after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: P.O. Box 581 Gaithersburg, MD 20877, or at such other place as the Tenant may advise.

Quiet Enjoyment

25. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Default

26. If the Tenant is in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part thereof, and such default continues following any specific due date on which the Tenant is to make such payment, or in the absence of such specific due date, for the 30 days following written notice by the Landlord requiring the Tenant to pay the same then, at the option of the Landlord, this Lease may be terminated upon 30 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process whatever forthwith reenter the Premises or any part thereof and in the name of the whole repossess and enjoy the same as of its former state anything contained herein or in any statute or law to the contrary notwithstanding.
27. Unless otherwise provided for in this Lease, if the Tenant does not observe, perform and keep each and every of the non-monetary covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and persists in such default, after 10 days following written notice from the Landlord requiring that the Tenant remedy, correct or comply or, in the case of such default which would reasonably require more than 10 days to rectify, unless the Tenant will commence rectification within the said 10 days notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such defaults then, at the option of the Landlord, this Lease may be terminated upon 10 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process whatever forthwith reenter the Premises or any part thereof and in the name of the whole repossess and enjoy the same as of its former state anything contained herein or in any statute or law to the contrary notwithstanding.

28. If and whenever:

The Historic Chapel at

Milton Ridge

- a. the Tenant's leasehold interest hereunder, or any goods, chattels or equipment of the Tenant located in the Premises will be taken or seized in execution or attachment, or if any writ of execution will issue against the Tenant or the Tenant will become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtor or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver will be appointed for the affairs, business, property or revenues of the Tenant; or
- b. the Tenant fails to commence, diligently pursue and complete the Tenant's work to be performed pursuant to any agreement to lease pertaining to the Premises or vacate or abandon the Premises, or fail or cease to operate or otherwise cease to conduct business from the Premises, or use or permit or suffer the use of the Premises for any purpose other than as permitted herein, or make a bulk sale of its goods and assets which has not been consented to by the Landlord, or move or commence, attempt or threaten to move its goods, chattels and equipment out of the Premises other than in the routine course of its business; or

then, and in each such case, at the option of the Landlord, this Lease may be terminated without notice and the term will then immediately become forfeited and void, and the Landlord may without notice or any form of legal process whatever forthwith reenter the Premises or any part thereof and in the name of the whole repossess and enjoy the same as of its former state anything contained herein or in any statute or law to the contrary notwithstanding.

29. In the event that the Landlord has terminated the Lease pursuant to this section, on the expiration of the time fixed in the notice, if any, this Lease and the right, title, and interest of the Tenant under this Lease will terminate in the same manner and with the same force and effect, except as to the Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the Lease.

Distress

30. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part thereof, the Landlord may, without notice or any form of legal process whatsoever, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment therefrom or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Inspections

31. The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
32. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs, or to show the Premises to prospective tenants or purchasers.

Signs

The Historic Chapel at

Milton Ridge

33. The Tenant may erect for services and events approved by the Landlords a temporary sign of a kind and size in a location, all in accordance with the Landlord's design criteria for the Building and as first approved in writing by the Landlord. The Tenant will not erect, install or maintain any sign other than in accordance with this section.

Tenant's Insurance

34. The Tenant will, during the whole of the term and during such other time as the Tenant occupies the Premises, take out and maintain the following insurance, at the Tenant's sole expense, in such form as used by solvent insurance companies in the State of Maryland:
- a. Comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises, or the Tenant's business on or about the Premises; such insurance to be in the joint name of the Tenant and the Landlord so as to indemnify and protect both the Tenant and the Landlord and to contain a "cross liability" and "severability of interest" clause so that the Landlord and the Tenant may be insured in the same manner and to the same extent as if individual policies had been issued to each, and will be for the amount of not less than \$500,000.00 combined single limit or such other amount as may be reasonably required by the Landlord from time to time; such comprehensive general liability insurance will for the Tenant's benefit only include contractual liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the terms of this Lease.
 - b. All risks insurance upon its merchandise, stock-in-trade, furniture, fixtures and improvements and upon all other property in the Premises owned by the Tenant or for which the Tenant is legally liable, and insurance upon all glass and plate glass in the Premises against breakage and damage from any cause, all in an amount equal to the full replacement value thereof, which amount in the event of a dispute will be determined by the decision of the Landlord. In the event the Tenant does not obtain such insurance, it is liable for the full costs of repair or replacement of such damage or breakage.
 - c. Boiler and machinery insurance on such boilers and pressure vessels as may be installed by, or under the exclusive control of, the Tenant in the Premises.
 - d. Owned automobile insurance with respect to all motor vehicles owned by the Tenant and operated in its business.
35. The Tenant's policies of insurance hereinbefore referred to will contain the following:
- a. provisions that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in the avoidance of claim under such policies will not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured(s);
 - b. provisions that such policies and the coverage evidenced thereby will be primary and noncontributing with respect to any policies carried by the Landlord and that any coverage carried by the Landlord will be excess coverage;
 - c. all insurance referred to above will provide for waiver of the insurer's rights of subrogation as against the Landlord; and
 - d. provisions that such policies of insurance will not be cancelled without the insurer providing the Landlord thirty (30) days written notice stating when such cancellation will be effective.

The Historic Chapel at

Milton Ridge

36. The Tenant will further during the whole of the term maintain such other insurance in such amounts and in such sums as the Landlord may reasonably determine from time to time. Evidence satisfactory to the Landlord of all such policies of insurance will be provided to the Landlord upon request.
37. The Tenant will not do, omit or permit to be done or omitted upon the Premises anything which will cause any rate of insurance upon the Building or any part thereof to be increased or cause such insurance to be cancelled. If any such rate of insurance will be increased as aforesaid, the Tenant will pay to the Landlord the amount of the increase as Additional Rent. If any insurance policy upon the Building or any part thereof is cancelled or threatened to be cancelled by reason of the use or occupancy by the Tenant or any act or omission as aforesaid, the Tenant will immediately remedy or rectify such use, occupation, act or omission upon being requested to do so by the Landlord, and if the tenant fails to so remedy or rectify, the Landlord may at its option terminate this Lease and the Tenant will immediately deliver up possession of the Premises to the Landlord.
38. The Tenant will not at any time during the term hereof use, exercise, carry on or permit or suffer to be used, exercised, carried on, in or upon the Premises or any part thereof, any noxious, noisome or offence act, trade business occupation or calling, and no act, matter or thing whatsoever will at any time during the said term be done in or upon the Premises, or any part thereof, which will or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the occupiers or owners of the Building, or adjoining lands or premises.

Landlord's Insurance

39. The Landlord will take out or cause to be taken out and keep or cause to be kept in full force and effect during the whole of the term:
- a. extended fire and extended coverage insurance on the Building, except foundations, on a replacement cost basis, subject to such deductions and exceptions as the Landlord may determine; such insurance will be in a form or forms normally in use from time to time for buildings and improvements of a similar nature similarly situate, including, should the Landlord so elect, insurance to cover any loss of rental income which may be sustained by the Landlord;
 - b. boiler and machinery insurance of such boilers and pressure vessels as may be installed by, or under the exclusive control of, the Landlord in the Building (other than such boilers and pressure vessels to be insured by the Tenant hereunder);
 - c. comprehensive general liability insurance against claims for bodily injury, including death and property damage in such form and subject to such deductions and exceptions as the Landlord may determine; provided that nothing herein will prevent the Landlord from providing or maintaining such lesser, additional or broader coverage as the Landlord may elect in its discretion.
40. The Landlord agrees to request its insurers, upon written request of the Tenant, to have all insurance taken out and maintained by the Landlord provide for waiver of the Landlord's insurers' rights of subrogation as against the Tenant when and to the extent permitted from time to time by its insurers.

The Historic Chapel at
Milton Ridge

Abandonment

41. If at any time during the term of this Lease, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Subordination and Attornment

42. This Lease and the Tenant's rights hereunder will automatically be subordinate to any mortgage or mortgages, or encumbrance resulting from any other method of financing or refinancing, now or hereafter in force against the Lands or Building or any part thereof, as now or hereinafter constituted, and to all advances made or hereafter to be made upon the security thereof; and, upon the request of the Landlord, the Tenant will execute such documentation as may be required by the Landlord in order to confirm and evidence such subordination.
43. The Tenant will, in the event any proceedings are brought, whether in foreclosure or by way of the exercise of the power of sale or otherwise, under any other mortgage or other method of financing or refinancing made by the Landlord in respect of the Building, or any portion thereof, attorn to the encumbrancer upon any such foreclosure or sale and recognize such encumbrancer as the Landlord under this Lease, but only if such encumbrancer should so elect and require.
44. Upon the written request of the Tenant, the Landlord agrees to request any mortgagee or encumbrancer of the Lands (present or future) to enter into a non-disturbance covenant in favor of the Tenant, whereby such mortgagee or encumbrancer will agree not to disturb the Tenant in its possession and enjoyment of the Premises for so long as the Tenant is not in default under this Lease.

Registration of Caveat

45. The Tenant will not register this Lease, provided, however, that:
- a. The Tenant may file a caveat respecting this Lease but will not be entitled to attach this Lease, and, in any event, will not file such caveat prior to the commencement date of the term. The caveat will not state the Base Rent or any other financial provisions contained in this Lease.
 - b. If the Landlord's permanent financing has not been fully advanced, the Tenant covenants and agrees not to file a caveat until such time as the Landlord's permanent financing has been fully advanced.

The Historic Chapel at
Milton Ridge

Estoppel Certificate and Acknowledgement

46. Whenever requested by the Landlord, a mortgagee or any other encumbrance holder or other third party having an interest in the Building or any part thereof, the Tenant will, within ten (10) days of the request, execute and deliver an estoppel certificate or other form of certified acknowledgement as to the Commencement Date, the status and the validity of this Lease, the state of the rental account hereunder, any incurred defaults on the part of the Landlord alleged by the Tenant, and such other information as may reasonably be required.

Sale by Landlord

47. In the event of any sale, transfer or lease by the Landlord of the Building or any interest therein or portion thereof containing the Premises or assignment by the Landlord of this Lease or any interest of the Landlord therein to the extent that the purchaser, transferee, tenant or assignee assumes the covenants and obligations of the Landlord under this Lease, the Landlord will without further written agreement be freed and relieved of liability under such covenants and obligations. This Lease may be assigned by the Landlord to any mortgagee or encumbrancee of the Building as security.

Tenant's Indemnity

48. The Tenant will and does hereby indemnify and save harmless the Landlord of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or nonperformance by the Tenant of any covenant, term or provision hereof or by reason of any builders' or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees in or about the Building.
49. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury, or damage to persons or property resulting from falling plaster, steam, electricity, water, rain, snow or dampness, or from any other cause.
50. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents or any persons not the employees or agents of the Landlord, or for any damage caused by the construction of any public or quasi-public works, and in no event will the Landlord be liable for any consequential or indirect damages suffered by the Tenant.
51. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury or damage caused to persons using the Common Areas and Facilities or to vehicles or their contents or any other property on them, or for any damage to property entrusted to its or their employees, or for the loss of any property by theft or otherwise, and all property kept or stored in the Premises will be at the sole risk of the Tenant.

Liens

34

The Historic Chapel at
Milton Ridge

52. The Tenant will immediately upon demand by the Landlord remove or cause to be removed and thereafter institute and diligently prosecute any action pertinent thereto, any builders' or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed, in which case the Tenant will pay to the Landlord as Additional Rent, the cost thereof including the Landlord's legal costs.

Attorney Fees

53. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of Twelve (12%) per cent per annum from the due date until paid.

Governing Law

54. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Maryland, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

55. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Maryland (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
56. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.

Amendment of Lease

57. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Assignment and Subletting

58. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Additional Provisions

59. Upon leaving the premises after each use:

The Historic Chapel at
Milton Ridge

Chapel will be left clean and in same condition as found. All church items properly stored as approved by landlords, Chapel shall be fully secured, all lights extinguished, all utilities in programmed condition.

Trash will be securely bagged and left in rear of chapel. Thrivable ashes will be extinguished and buried in ground.

60. Hours of operation: Sundays 8:00am-12:00pm Access and use at other times will be negotiated on a case by case basis. Special events shall be approved with seven days notice, and additional fees proportional to the monthly rate would be charged. ie, bible studies, meetings, community events, special worship services..

61. .

62. .

Damage to Premises

63. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been untenable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor to the extent that the Landlord will decide not to rebuild or repair, the term of this Lease will end and the Rent will be prorated up to the time of the damage.

Eminent Domain and Expropriation

64. If during the term of this Lease, title is taken to the whole or any part of the Building by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of the Landlord, does not leave a sufficient remainder to constitute an economically viable building, the Landlord may at its option, terminate this Lease on the date possession is taken by or on behalf of such authority. Upon such termination, the Tenant will immediately deliver up possession of the Premises, Base Rent and any Additional Rent will be payable up to the date of such termination, and the Tenant will be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion thereof. In the event of any such taking, the Tenant will have no claim upon the Landlord for the value of its property or the unexpired portion of the term hereof, but the parties will each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account for that award to the Tenant and vice versa.

Condemnation

65. A condemnation of the Building or any portion of the Premises will result in termination of this Lease. The Landlord will receive the total of any consequential damages awarded as a result of the condemnation proceedings. All future rent installments to be paid by the Tenant under this

The Historic Chapel at

Milton Ridge

Lease will be terminated.

Tenant's Repairs and Alterations

66. The Tenant covenants with the Landlord to occupy the Premises in a tenant-like manner and not to permit waste. The Tenant will at all times and at its sole expense, subject to the Landlord's repair, maintain and keep the Premises, reasonable wear and tear, damage by fire, lightning, tempest, structural repairs, and repairs necessitated from hazards and perils against which the Landlord is required to insure excepted. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building. The Tenant will not use or keep any device which might overload the capacity of any floor, wall, utility, electrical or mechanical facility or service in the Premises or the Building.
67. The Tenant covenants with the Landlord that the Landlord, its servants, agents and workmen may enter and view the state of repair of the Premises and that the Tenant will repair the Premises according to notice in writing received from the Landlord, subject to the Landlord's repair obligations. If the Tenant refuses or neglects to repair as soon as reasonably possible after written demand, the Landlord may, but will not be obligated to, undertake such repairs without liability to the Tenant for any loss or damage that may occur to the Tenant's merchandise, fixtures or other property or to the Tenant's business by reason thereof, and upon completion thereof, the Tenant will pay, upon demand, as Additional Rent, the Landlord's cost of making such repairs plus fifteen percent (15%) thereof for overhead and supervision.
68. The Tenant will not make or have others make alterations, additions or improvements or erect or have others erect any partitions or install or have others install any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Premises or otherwise without first obtaining the Landlord's written approval thereto, such written approval not to be unreasonably withheld in the case of alterations, additions or improvements to the interior of the Premises.
69. The Tenant will not install in or for the Premises any special locks, safes or apparatus for air-conditioning, cooling, heating, illuminating, refrigerating or ventilating the Premises without first obtaining the Landlord's written approval thereto. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant.
70. When seeking any approval of the Landlord for Tenant repairs as required in this Lease, the Tenant will present to the Landlord plans and specifications of the proposed work which will be subject to the prior approval of the Landlord, not to be unreasonably withheld or delayed.
71. The Tenant will promptly pay all contractors, material suppliers and workmen so as to minimize the possibility of a lien attaching to the Premises or the Building. Should any claim of lien be made or filed the Tenant will promptly cause the same to be discharged.
72. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes,

Milton Ridge

ballasts or fixtures serving the Premises.

73. The Tenant will professionally steam clean any carpets on a yearly basis and at the termination of this Lease or the Landlord may charge the Tenant or deduct the cost of having the carpets professionally steam cleaned from the security deposit.

Landlord's Repairs

74. The Landlord covenants and agrees to effect at its expense repairs of a structural nature to the structural elements of the roof, foundation and outside walls of the Building, whether occasioned or necessitated by faulty workmanship, materials, improper installation, construction defects or settling, or otherwise, unless such repair is necessitated by the negligence of the Tenant, its servants, agents, employees or invitees, in which event the cost of such repairs will be paid by the Tenant together with an administration fee of fifteen percent (15%) for the Landlord's overhead and supervision.

Care and Use of Premises

75. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings supplied by the Landlord.
76. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
77. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
78. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
79. The Tenant will not engage in any illegal trade or activity on or about the Premises.
80. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
81. The hallways, passages and stairs of the building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.

Surrender of Premises

82. The Tenant covenants to surrender the Premises, at the expiration of the tenancy created in this Lease, in the same condition as the Premises were in upon delivery of possession under this Lease, reasonable wear and tear, damage by fire or the elements, and unavoidable casualty excepted, and agrees to surrender all keys for the Premises to the Landlord at the place then fixed for payment of rent and will inform the Landlord of all combinations to locks, safes and vaults, if

The Historic Chapel at

Milton Ridge

any. All alterations, additions and improvements constructed or installed in the Premises and attached in any manner to the floor, walls or ceiling, including any leasehold improvements, equipment, floor covering or fixtures (including trade fixtures), will remain upon and be surrendered with the Premises and will become the absolute property of the Landlord except to the extent that the Landlord requires removal thereof. Should the Tenant abandon the Premises or should this Lease be terminated before the proper expiration of the term due to a default on the part of the Tenant then, in such event, as of the moment of default of the Tenant all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) will, except to the extent the Landlord requires the removal thereof become and be deemed to be the property of the Landlord without indemnity to the Tenant and as liquidated damages in respect of such default but without prejudice to any other righter remedy of the Landlord. Notwithstanding that any trade fixtures, furnishings, alterations, additions, improvements or fixtures are or may become the property of the Landlord, the Tenant will forthwith remove all or part of the same and will make good any damage caused to the Premises resulting from the installation or removal thereof, all at the Tenant's expense, should the Landlord so require by notice to the Tenant. If the Tenant, after receipt of such notice from the Landlord, fails to promptly remove any trade fixtures, furnishings, alterations, improvements and fixtures in accordance with such notice, the Landlord may enter into the Premises and remove therefrom all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense will forthwith be paid by the Tenant to the Landlord. The Tenant's obligation to observe or perform the covenants contained herein will survive the expiration or other termination of the term of this Lease.

Hazardous Materials

83. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

84. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

Address for Notice

85. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:
- the address of the Tenant is the Premises during this tenancy, and P.O. Box 581 Gaithersburg, MD 20877 after this tenancy is terminated, and
 - the address of the Landlord is 4549 Fairfield Ave. Bethesda, Md, 20814, both during this tenancy and after it is terminated.

The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

Right to Show Premises

86. The Tenant acknowledged that the Landlord or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrancers, lessees or

Milton Ridge

assignees, and may also during the ninety days preceding the termination of the terms of this Lease, place upon the Premises the usual type of notice to the effect that the Premises are for rent, which notice the Tenant will permit to remain on them.

No Waiver

87. No provision of this Lease will be deemed to have been waived by the Landlord unless a written waiver from the Landlord has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by the Landlord on previous occasions of any default nor any earlier written waiver will be taken to operate as a waiver by the Landlord or in any way to defeat or affect the rights and remedies of the Landlord.

Landlord's Performance

88. Notwithstanding anything to the contrary contained in this Lease, if the Landlord is delayed or hindered or prevented from the performance of any term, covenant or act required under this Lease by reason of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God or other reason, whether of a like nature or not, which is not the fault of the Landlord, then performance of such term, covenant or act will be excused for the period of the delay and the Landlord will be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay.

Remedies Cumulative

89. No reference to or exercise of any specific right or remedy by the Landlord will prejudice or preclude the Landlord from any other remedy whether allowed at law or in equity or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

Landlord May Perform

90. If the Tenant fails to observe, perform or keep any of the provisions of this Lease to be observed, performed or kept by it and such failure is not rectified within the time limits specified in this Lease, the Landlord may, but will not be obliged to, at its discretion and without prejudice, rectify the default of the Tenant. The Landlord will have the right to enter the Premises for the purpose of correcting or remedying any default of the Tenant and to remain until the default has been corrected or remedied. However, any expenditure by the Landlord incurred in any correction of a default of the Tenant will not be deemed to waive or release the Tenant's default or the Landlord's right to take any action as may be otherwise permissible under this Lease in the case of any default.

General Provisions

91. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
92. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be

Milton Ridge

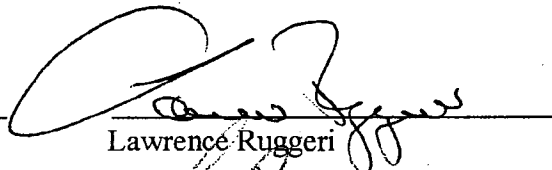
deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.

- 93. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
- 94. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or check returned by the Tenant's financial institution.
- 95. All schedules to this Lease are incorporated into and form an integral part of this Lease.
- 96. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 97. This Agreement may be executed in counterparts.
- 98. Time is of the essence in this Agreement.
- 99. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF Lawrence Ruggeri and Tracy Ruggeri have duly signed under hand and seal and Holy Family Anglican Church has duly affixed its signature by a duly authorized officer under seal on this _____ day of June, 2004.

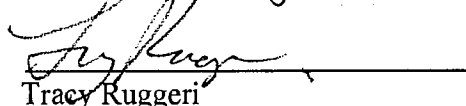
Witness: _____

Lawrence Ruggeri



Witness: _____

Tracy Ruggeri



Holy Family Anglican Church

per: _____ (SEAL)

per: _____ (SEAL)

©2002-2004 LawDepot.com™



1 MS. O'MALLEY: We will go back now to II-F, 26130 Frederick Road.
2 The applicant can come forward and we'll have a Staff report, please.

3 MS. NARU: Okay, this is a Historic Area Work Permit B- we're going
4 back to this because the applicant is here B- for a project at 26130 Frederick Road also in
5 the Hyattstown Historic District.

6 For clarification purposes, the subject resource that is part of this
7 application is a non-contributing resource, but also on the property there is a contributing
8 resource; a 19th century dwelling and adjacent to this is also a beautifully restored by the
9 owner 19th century chapel as well.

10 Before I forget, you'll also note that in your worksession you did also
11 receive comments from the Friends of Hyattstown as well as a photo handout, and that's
12 been added to the record.

13 The applicant is proposing to place B- I guess the easiest way to describe it
14 as looking at this slide here, is to remove this existing two-story -- second story of this
15 massing and to construct a 38 by 30 two-story side addition and then continue the roof
16 slope of this over to that. So, basically you would have a total of -- is it 56 by 30 -- 76 by
17 30 two-story structure 30 feet high. The proposed materials are a stucco finish over the
18 existing and new concrete block foundation, verticals Hardi-board simulated board and
19 batten siding, and a fiberglass shingle roof. Again, in the Staff report we did
20 outline the applicable guidelines for this site and this is Hyattstown, so they look at the
21 Master Plan, the Vision, of course the Montgomery County Code, and the Secretary of
22 Interior Standards.

23 Staff generally felt that this was a very large building, but that the majority
24 of the building was going to be hidden behind the historic resource and with that said, we
25 felt that we wanted to not increase the height of the building the additional four feet that it

1 would be beyond what is shown in front of you, so we're just asking as a condition that it
2 be lowered to not exceed the existing height of the current structure.

3 Let's see, I guess we'll kind of run through the site a little bit to kind of
4 orient you. This is, as I said, the existing building on the site, and this is looking from B-
5 approximately I'm standing in the parking lot that's on the side of the property.

6 This is the west side of the structure and the north side. You will note there
7 is a significant grade and from the rear it actually will be only one story because the first
8 story is set into the ground.

9 This is the south elevation. The new addition is to project out from this
10 elevation. This is a very good view of the site and the proposed addition will be in this
11 location here, and with the second story.

12 This is a view from the street standing, as you can see, directly in front of
13 the driveway. Again, a closer view of the building. Starting to move away from the
14 building. It's hard to see here, but this is a -- a flag that was staked out by the applicant to
15 try to give you a sense of the massing and size of the proposed building. This is the flag
16 here.

17 Another view of the proposed location. And, again, this is the -- the flag
18 here. This will give you B- again, I'm standing in the middle of the street. As Staff I do
19 whatever I can to get you photographs. And I'm going to literally take you as you would
20 see the project coming down the street.

21 This is the historic beautifully-restored chapel. This is the historic
22 dwelling on the site. This is a partial view of the building and the B- you know, the new
23 massing will be over in this location. A view looking directly from the driveway, and a
24 view from the street passing the historic house. And I'm sorry that you really can't see the
25 B the flags in this picture, and hopefully the drawings will do it more justice here. And
26 I'm going farther and farther down the road.

1 As I said, the Staff is recommending approval with the condition that the
2 height of the building from grade would not exceed 26 feet. The applicant and his
3 architect is here this evening, and I'll be happy to entertain any questions you may have.

4 MS. O'MALLEY: Would you state your name for the record, please?

5 MR. ABRAHAM: My name is Ken Abraham. I'm the project architect.

6 MR. REGERRI: My name is Larry Reggeri.

7 MS. O'MALLEY: Did you have any comments on the Staff report?

8 MR. ABRAHAM: I think the Staff report was excellently done; very
9 descriptive of the project. I brought just for the Board -- I'm sorry, I prepared these at the
10 last minute. I had class this afternoon and after class I did this. It's only a couple hours of
11 work. Just a sort of three-dimensional representation, but it's quite
12 accurate --

13 MS. ALDERSON: Could you B- your mic.

14 MR. ABRAHAM: I'm sorry. I should add B- pass this around. This does
15 give the indication of what we're seeking to do. The proposed addition is tucked behind
16 the two existing historic buildings. It's really on the back part of the lot so we think it's
17 relatively innocuous and relatively low B-

18 The -- and I would like to point out this historic chapel here, which Larry
19 restored, and I think did prior to any of my involvement in the project. Did a spectacular
20 restoration project on it. It's a beautiful historic building. I'm familiar enough with Larry
21 to know that his intention here is to do the best possible project again for the City of
22 Hyattstown.

23 And I think we'll respond to questions.

24 MR. ROTENSTEIN: I have one. Historically, what was in the back of this
25 lot before this non-contributing building was put up? Do you know?

1 MR. ABRAHAM: I don't think we know. We have some indication it
2 may have been a barn back there, but we don't know B-

3 MS. O'MALLEY: Were you here for the previous discussion about having
4 the rear buildings look like outbuildings?

5 MR. ABRAHAM: Yes. Yeah, that was the intent of the design of this
6 project; the vertical board and batten styling was taken from a couple barns in the near
7 vicinity. It's intended to look like something along those lines. I'm sorry there's no detail
8 on the three-dimensional one, because I didn't have time to -- siding and so on.

9 MS. WILLIAMS: I'm just curious, what is dictating the length of the
10 building? Is it primarily this studio and office on the ground floor or is it the assembly
11 room and that sort of minimum size you're looking for for that?

12 MR. ABRAHAM: Really both of those things.

13 MR. REGGERI: But most of it is --

14 MS. WILLIAMS: So, is this B- I mean, this is sort of a speculative venture
15 in the sense that you're hoping to encourage a congregation to the site, so you're building
16 an assembly room that sort of meets the requirements of the typical church --

17 MR. REGGERI: I've had conversations with five different ministers about
18 the congregation's moving in there. There's no place for secondary education, for
19 children's ministry, or for other religious activities. And it would be B- it would be
20 helpful to have a place where children can go with the adults are in the church for
21 services.

22 So, I've already spoken to about five ministers.

23 MR. ABRAHAM: This church is really beautiful. It ought to be used.

24 MS. WILLIAMS: The church is really beautiful and what?

25 MR. ABRAHAM: It ought to be used.

1 MS. WILLIAMS: I fully understand. It's important that -- it seems that the
2 building B- the proposed building is awfully big and I'm just wondering, you know, what
3 the circumstances were that were dictating that.

4 I'm also curious if you've looked at doing, rather than just, you know, a
5 long linear structure, if you thought about doing a T-shaped or an L-shaped building and
6 literally built, you know, one aspect of it into the ground. So, put the assembly room in
7 the ground, you know, at an angle to the studio building, as opposed to doing one long B-

8 MS. ALDERSON: Yes, if I might add to that. It was particularly your
9 comment about the program; that the program need is for additional spaces, not
10 necessarily for one single monolithic auditorium space, which seems to permit shaping the
11 mass in different ways. And I think anything that breaks up that length. Right now that's
12 a bit of a boxcar look, where the boxcar -- you think the freight train's going to end and it
13 keeps going. So, I think anything you can do to break that will help.

14 MS. O'MALLEY: Well, then I'll bring up the first thing that jumped to my
15 mind when I looked at it, and I wonder if you couldn't take the 192 feet that you're using
16 for the bathrooms and stairwell and the storage and rather than having it on the end, have
17 it behind?

18 MR. REGGERI: Well, I think that was done because all the plumbing and
19 everything is already there in that area. Yes, we have seven different fixtures that have
20 been licensed by WSSC in that building.

21 MR. ABRAHAM: We're looking for a very simple building there, so this
22 one's built on the existing foundation. It's as simple as possible.

23 MS. ALDERSON: I would like to submit another thought, and that is that
24 the overall effect of this building from the street is more than simply the height. It's the
25 height and the shape, and I think there's an opportunity here, if you were able to consider
26 it -- I know you have an existing roofline you're look -- you're working with, but when

1 you look at the roofline of the one-story building, it's actually more sympathetic because
2 it's steeper and all of the adjoining roofs are steeper. And if there's a way for you to B- I
3 mean, to me even a small amount of additional height or to work with that mass a little bit
4 to get that B- that steeper shape that is more common to houses of that area, I think that's
5 going to blend in better.

6 And the other detail I would suggest is, as we talk about materials that
7 suggest outbuilding or that sort of B- that you would -- it would be appropriate for the rear
8 lot area, I would suggest looking at an alternative to the fish scale shingles which are
9 really very much a Victorian residential treatment and a little out of place in the shallow
10 pitch there.

11 MR. FULLER: I guess just a couple things. One, unfortunately we're here
12 tonight looking at a HAWP and not a preliminary, so what's on the table is what we're
13 here to discuss or not. I guess my main concern, though, is that in particular if we're
14 going to stay somewhat consistent, we were just discussing another project up the street
15 and basically discussing how important it was that the scale and massing of the project
16 behind steps down.

17 And your exhibits demonstrate absolutely the opposite. This is going to be
18 a very large addition; particularly -- or, a large building; particularly, relative to the
19 buildings to the front. I'm not sure B- I guess maybe I'm looking for you to try to
20 convince me that it's not going to be overpowering, but if we're not able to do that, I also
21 want to consider whether or not -- or, find out from you whether you're looking for people
22 to vote on the recommendation as is, or is it something that could be turned into a
23 preliminary --

24 MS. WRIGHT: I should mention we also do have speakers I think on this
25 case that you may want to hear before.

26 MS. O'MALLEY: Is this something from -- of yours?

1 MR. ABRAHAM: No.

2 MR. BURSTYN: I had a couple of questions here. I'm actually looking at
3 Circle 13 here which does show side elevations, and I was just wondering -- I don't know
4 whether the topography -- whether it's -- I understand that you would lose first floor space,
5 but I don't know as to topography if it would allow you to go back instead of lengthwise
6 and, therefore, the view from the street would not be as massive.

7 MR. FULLER: Again, if we're talking about that, we're not talking
8 preliminary. We're got a proposal in front of us.

9 MR. BURSTYN: Right. Well, I would ask whether you considered that.
10 And then another thing is on Circle 17 B- and this is an interior question, but -- the
11 question deals with the interior of the building, but something that I'm generally
12 concerned about is it seems that the bathrooms look like that they are special needs
13 accessible, and I was wondering since this is on the second floor whether you considered
14 accessibility, especially if you use it as a congregation?

15 MR. ABRAHAM: The access to this building is actually -- to the B- of the
16 building is actually from the back where it's on grade. So, it's, yes, completely accessible
17 on both levels. We did not consider turning the building in the other direction because
18 this direction follows the existing foundation, so it makes the simplest kind of
19 straightforward addition. It seemed to us that it's not unlike some of the large barns that
20 might be in the vicinity. So, we didn't really look at going in the other direction.

21 And in terms of making the roof steeper as the question was raised earlier,
22 we'd love to do that but we'd been advised -- impressed to keep the overall height of the
23 building down as far as possible, so we were compromising between what we'd like to
24 see as a steeper pitch and what we're B- maximum building height.

25 MS. O'MALLEY: We have a couple of speakers, so I'll call you back up
26 again after. I have here Linda Tetens. Michele, are you doing the timer?

1 MS. NARU: I can if you wish.

2 MS. TETENS: My name is Linda Tetens. The only large concern, I guess
3 there are several. One was the height of the building. Again, it's on a really B- at that
4 section of Hyattstown B- I'm speaking for myself now; not for the Friends -- that it is on a
5 really steep grade. And, again, the height of the building is -- more accentuated from the
6 road, making it stand out.

7 The other concern that I had is if it's going to be used for a large
8 congregation -- and I'm not against doing something to that building that's there B- it
9 doesn't go with what the rest of what he's done, which is beautiful. If it is going to be used
10 for masses or people to come -- and I'm not saying thousands, but there could be a parking
11 issue as well. Again, the ground is very steep there. I would imagine you could probably
12 grade to get parking in there, but it's something that probably should be looked into as
13 well before this building goes up.

14 My biggest concern is the footprint of Hyattstown. What goes up and once
15 it's done, it's there, and the residents have to look at it forever. So, taking into
16 consideration the grade, what's already in Hyattstown, I don't have a problem with putting
17 a building back there, but it's that it blend.

18 MS. O'MALLEY: Thank you. And we have Don Burgess.

19 MR. BURGESS: Hello. My name is Don Burgess, with Friends of
20 Historic Hyattstown. And I contrast with what I presented for the previous B- more time
21 on and this what we submitted was basically B- why I wrote it down was basically B- we
22 can B- and talk to people. And some of the issues that people raised, and I understand B- I
23 realize obviously that code use and development review is not your --

24 So, the first page, the size and massing is something that's relevant here,
25 but I was writing down the things, you know, that people were concerned with. And they
26 asked me, well how can you put a huge -- to sanitize it -- huge commercial building in a

1 residential zone, and I said well I don't know. So, I went online and found out what the
2 appropriate codes are, and I may interpret it incorrectly. I just looked at the tables and B-
3 okay, so these are B- again, I understand a lot of this is not your purview. I'm not asking
4 you to B- zoning issues.

5 We are concerned with, again, scale and size. Why would you spend
6 \$300,000 restoring the very beautiful church and then put a huge thing next to it? And
7 this is the gateway to Hyattstown, it's the gateway to Montgomery County and, you know,
8 when the National Trust comes by and comes to look at this great church, they're going to
9 see this big thing next to it. They're going to go, who approved that? And so if you have
10 any questions, I'll be willing to answer.

11 MS. O'MALLEY: Does anyone have questions? Okay, thank you. Does
12 the applicant B- would you like to come up again, please?

13 MS. WRIGHT: Julia, I think we have other speakers. Don't you? Did you
14 fill out the form- B fill out the speaker form?

15 UNIDENTIFIED FEMALE: We didn't get them, so --

16 MS. O'MALLEY: Sorry.

17 MR. CASSELMAN: Thank you, Commissioners, for hearing us. My
18 name is Patrick Casselman. I am the immediate resident to the south of this building. I
19 noticed in the permit application that perhaps appropriate or inappropriately the residents -
20 - nearest tenants to this structure were notified, and that happens to be a vacant lot and it
21 happens to be a church across the street next to a cemetery where I rather doubt anybody
22 could raise any issues.

23 My concern on this property quite honestly is the massing and size, which
24 we've already talked about, and how it looks from the streetscape in respect to historic
25 Hyattstown. Also, in the permit, it calls for about a \$50,000 expenditure, and I really find

1 from my limited experience in construction, \$50,000 wouldn't really erect anything that
2 you'd want to look at.

3 The other concerns that we have collectively as a community, to basically
4 get down to the purpose of the use of the building, I know that Mr. Reggeri has done a
5 marvelous job restoring that church and currently it's being operated as a wedding chapel.
6 Our concern is that this is going to turn out to be a reception hall with music, perhaps off-
7 premises alcoholic beverages being taken onto the property. There is a convenience store
8 just north of here
9 -- actually within walking distance from the church where someone attending a wedding
10 reception, where perhaps there's no host liquor -- there's no liquor liability in position --
11 could walk over there, you know buy any and all alcohol they'd like to have, bring it back
12 to the reception, with music in the evening, possibly going late into the night. This is at
13 the very north end of town. Our concern is that, if it is a wedding reception hall and used
14 that way occasionally, and I think the prospect of more than occasionally would probably
15 be more than likely, we're concerned about having loud music penetrating, echoing down
16 through Route 355 every weekend, notwithstanding our concern about parking, because
17 there is really no plan for parking here.

18 We're also concerned, as residents, about the zoning issues. About two
19 weeks ago I think the Commission approached homeowners in Hyattstown and we're
20 carving easements -- I think Gwen touched on that to a degree. The fact of the matter is
21 that it's an R-200 zoned piece of property that's being converted into a commercial use.
22 Now, in fairness, I think to the residents of Hyattstown, when Mr. Reggeri undertook
23 restoring the church, I think perhaps it might have been more appropriate to then go into a
24 full revelation or expectation of what he wanted to develop the property into. And so we
25 feel at this point that we need to have a little more information on the use of the building,

1 what it's going to look like; the application expenditure of \$50,000, I don't think you could
2 make anything look too attractive for \$50,000.

3 And we're also concerned about water runoff. The fact of the matter
4 remains that property that this building sits on, the back of that hill used to be covered
5 with beautiful trees; some relatively large trees that were taken down. And since that has
6 taken place, we had an enormous problem in our town with water runoff from that hill
7 coming from the north end of town. Unfortunately, we don't have any city gutters or any
8 groundwater control in Hyattstown, so if Michele could pull up the prompt and show the
9 driveway that this potential building sits at, I think the Commissioners would understand
10 the groundwater -- the groundwater coming down off the hill is going to follow right
11 down that driveway as it has ever since the land was cleared in the back, and we end up at
12 the southern end of town, or anything below that, just getting inundated with water. You
13 know, the residents are not the only people that are aware of that. I mean, the road has
14 been closed in the past because of logs and mud and sludge and all sorts of debris rolling
15 down 355.

16 So, I guess we really have a lot of concerns if, indeed, this does come
17 before the Commission for approval. You know, what precautions are going to be taken
18 to protect us living down from this project with regard to the summer storms coming up,
19 spring storms. It's just B- we deem it to be a serious issue.

20 With that, I'll let my counterpart, Wayne Hawes, I guess probably on
21 erosion.

22 MR. HAWES: My name is Wayne Hawes and I live on the south side of
23 this property. And, of course, I have a
24 -- driveway that all the water that flows down the south side, I get B- and my neighbor.
25 I'm really not too enthused about having a wet basement or my driveway washed away,

1 which it already has. I went to the State, I went to the County. They said they couldn't do
2 nothing. It's my baby.

3 I don't -- actually, that's my only beef is the water.

4 MR. CASSELMAN: What about the noise?

5 MR. HAWES: And the noise. And the traffic. And there's no parking B-

6 MR. CASSELMAN: In fairness with regard to noise, there was a
7 celebration I guess of some construction workers who worked on the church, I believe it
8 was three years ago.

9 MR. HAWES: Yeah.

10 MR. CASSELMAN: And there was, you know I know think it was a live
11 band. I think it was just outdoor music, and you know, again I don't really care, I'm not a
12 nitpicker, but I can tell you that music was really loud and it just echoed all the way down
13 through Hyattstown. People down at the fire hall said they wondered what the disturbance
14 was, what was the music, you know.

15 The point I'm making is that I'd like to get a clarification of the use of this
16 building really. It's been diagramed here, I think, in the permit process and also in the
17 notes from the Staff report that it's pretty much a church. Well, currently it's not a church;
18 it's a wedding chapel. There are no religious ceremonies held there, and I just -- I just
19 don't want to be deceived here on what's going to happen with this building inevitably. Is
20 it going to be a church or is it going to be a reception hall for wedding receptions? So, I
21 would just like a little clarity from Mr. Reggeri on that point.

22 MS. O'MALLEY: Okay, thank you. Would the applicant please come
23 back up.

24 MR. REGGERI: Sure. Love to.

25 MS. O'MALLEY: Can you clarify about the zoning of the part of the
26 property?

1 MR. ABRAHAM: The zoning or the use?

2 MS. O'MALLEY: Whether it's zoned residential or commercial?

3 MR. REGGERI: According to the Maryland-National Capital Park &
4 Planning Commission inventory, it's religious/commercial property.

5 MS. O'MALLEY: Did you want to say anything about the comments that
6 have been made?

7 MR. REGGERI: Well, you can believe them if you want, or not. Most of
8 them are made up. I wasn't there three years ago so I don't think I could have had a band
9 there three years ago. Three years ago there was no bands there, there was no carpenters
10 there. Myself and another person, along with a couple of guys, built the place. I don't
11 drink and I don't party like they intimated. Anyway, that's hearsay.

12 As far as the water goes, you'd have to check with the County. They've
13 always had problems with water. The beautiful trees that I took down were not beautiful.
14 They were dead. And I got permission from -- my former preservation planner, Robin
15 Ziek, to clear it down.

16 As far as my intentions, I have a memo here that dates back two years ago
17 of my intentions with the County of what I was planning on doing. The -- August 22nd of
18 2001 when I had my grand opening and I had Doug Duncan and a couple senators and
19 congressman there. I told them of my vision to bring in a church, a congregation to
20 worship there, and we do worship there. We have weddings there. I have a minister on
21 staff. We counsel all the brides and the grooms before they get married.

22 Okay, so that's the water and that takes care of the -- things. It's even on
23 t.v. I have tapes saying that I prayed to God to find me a church. Channel 7, Channel 8,
24 Channel 4 has got it on tape and I've got it and I'll show it to all of you. This is not
25 something that I concocted. This is real for me.

1 MS. O'MALLEY: Well, I think that we have a water permit in front of us.
2 I don't know that we have a parking plan for -- do you have B-

3 MR. REGGERI: I don't have a parking plan, but I have a permit to do the
4 grading. That's been done, and I think there's a photo floating around here somewhere.
5 And I have a blueprint that shows the spaces. I've talked to Sediment Control, I've talked
6 to Park -- I talked to the parking people. They said I cannot asphalt the lot because of
7 runoff, because they know that there's a runoff problem there and has been before I even
8 got there. But I could put in grasscrete, anything that would allow the water to flow into
9 the soil.

10 MS. WILLIAMS: The photograph I see that shows the grading, shows
11 grading behind the existing structure, but the -- the site plan that's in the packet shows
12 parking in front of --

13 MR. ABRAHAM: Yeah, the site plan shows the existing area; parking that
14 is there now. And that area is paved already. The additional parking would be in the
15 grass area behind the building, correct, at the top of the hill.

16 MS. WILLIAMS: All right --

17 MR. ABRAHAM: And that's an occasional use kind of thing, so it's grass
18 B-

19 MR. REGGERI: Correct.

20 MS. WILLIAMS: So, in terms of this proposal you would be -- you would
21 need to add parking.

22 MR. REGGERI: Correct.

23 MR. ABRAHAM: It's not structured parking. It's just B-

24 MS. WILLIAMS: I know, but we would have to review -- we would be
25 reviewing it, and I guess the issue is whether we would add it to this Historic Area Work
26 Permit

1 or --

2 MS. WRIGHT: You really can't because you don't have a drawing they
3 propose.

4 MS. WILLIAMS: So, in other words, we would be seeing another Historic
5 Area Work Permit, and I think this Commissioner in particular really abhors seeing
6 piecemeal proposals come before us when it comes to historic resources. I really want to
7 know what is proposed for the project in the site in its entirety so that we don't continually
8 have an eating away of the significance of the property.

9 So, I just --

10 MR. REGGERI: So what --

11 MS. WILLIAMS: -- I am not capable, in other words, of even making a
12 determination based on this Historic Area Work Permit application before us because it's
13 incomplete B-

14 MR. ABRAHAM: The only thing B- I'm sorry, the only thing that would
15 remain to be indicated on there is the grassy area at the top of the hill would be used for
16 overflow parking. There's no structure entailed there. It's just the grass.

17 MS. WRIGHT: Is there a driveway to the parking area?

18 MR. ABRAHAM: Existing, yes.

19 MR. REGGERI: Existing, yes.

20 MR. FULLER: But you're going to have to demonstrate that you have
21 parking to meet the code use of whatever you're proposing for this space --

22 MR. ABRAHAM: Absolutely, we have no problem --

23 MR. FULLER: That's a plan we don't have. We don't have a plan that
24 shows how this parking is being accommodated. You know, there's been a number of
25 issues that have been discussed tonight; most of which are not in our purview. The
26 parking -- we don't care that -- how the numbers work. Somebody else in the County is

1 going to ask that question. But we do want to see where they are as it relates to the
2 building.

3 I think you have an egress problem. All that's going to mean is you're
4 going to mean is you have to solve some doors -- some ways to get out of the building.
5 It's a solvable problem, but it's not solved in the plans. You probably have some plumbing
6 related to the number of fixtures relative to the space. Again, that's not our problem, but
7 it's something you're going to have to resolve with somebody.

8 MR. REGGERI: That's with WSSC and that's already been resolved with
9 them.

10 MR. FULLER: Okay. The whole issue of use, again that comes back to
11 you. That's not for us to see, but there are pieces that we know are missing from the plans
12 that are in front of us.

13 MR. REGGERI: Which is what?

14 MR. FULLER: A site plan that shows where the parking is. But to me the
15 most important issue that this Commission does have the purview over is the one that was
16 discussed to begin with is the scale and massing of the project. We spent a lot of time on
17 the preliminary B- preliminary consultation before you discussing with the applicant there
18 the objective of trying to minimize the mass and scale of the buildings that are built
19 behind and off the street. This really flies in the face of that. I think you've heard from a
20 number of Commissioners a concern relative to the scale. I don't know whether you want
21 to, you know, get sort of a straw poll as to whether this would be approvable in its
22 massing as it currently is, but personally I think the massing is not compatible with what's
23 there, and I don't think I could support the application as proposed.

24 Whether the mass is too much or is it simply the configuration? Could you
25 solve the mass by turning it into the hillside and minimizing its impact? I don't know.

26 There may be other ways of solving the overall -- you know, if the program says you need

1 this much square footage, there may be other ways of solving it, but I personally don't
2 believe that the application in front of us is one that I could support, and I think we really
3 should be getting some input from the other Commissioners to that we determine whether
4 or not this is something you want to hear our input for, do you want us to vote up or down,
5 or how you want to treat it?

6 MS. O'MALLEY: That's the good idea. Do the other Commissioners want
7 to put in their comments at this point?

8 MR. ROTENSTEIN: Sure. I'll just reinforce what my colleagues have
9 said. I have some serious concerns about what the proposed massing and scale is going to
10 the visual quality of that property from the street. And if it is a feasible option, to change
11 its configuration to go into the hillside rather than take up the entire space between the
12 existing church and existing historic --

13 MR. ABRAHAM: May I respond to that? The -- if we turn it in to the
14 hillside, then we're taking it into the parking spaces, so -- the top of the hillside there,
15 which we were going to B- as the parking area.

16 MR. ROTENSTEIN: Wouldn't it be feasible to move the parking then to
17 the area where you plan to have the building? I mean, the issue that I have is --

18 MR. ABRAHAM: No, that's a very steep portion of the site. That's not
19 low. The building is on the -- on a slope, leaving the level areas behind it the problem.

20 MR. ROTENSTEIN: I mean, the problem I have is by replacing the non-
21 contributing building you have there now is you're going to eliminate the view of the
22 hillside behind the property, you're going to eliminate the view of the back lot, which I
23 think is a significant character-defining feature of the property. And if you could alter the
24 parking configuration and alter the footprint of the proposed building, I think you'd have a
25 much more viable option than what I see before me.

1 Because I, like my colleagues have intimated, have a lot of problems with
2 voting for approving the proposal we're looking at now.

3 MS. WRIGHT: We could continue to straw poll and just sort of get
4 through the whole Commission and then the applicant could decide if he wants it voted on
5 tonight or if he's like a continuance. But, maybe we could B-

6 MR. BURSTYN: I, too, concur and I appreciate your need for a certain
7 amount of interior square feet, especially on the second level. And I understand where
8 you say it's going to eat into the parking area that you've planned in the back. And it just
9 seems that maybe you'll end up with two parking areas; one in the back but much smaller,
10 but then certainly would be accessible for walking straight in to the second level and then
11 the -- another parking area. But, the changing of this around would reduce the overall
12 massing from the front which, as designed, just doesn't seem compatible to me just -- just
13 sticks out too much. And if it was pushed to the back, you wouldn't have that streetscape
14 massing that is objectionable.

15 MR. REGGERI: Could I say something? About how many feet would
16 you all think would not make it massing?

17 MS. WRIGHT: I think we need to hear from the other Commissioners and
18 just see if there's a consensus on this first before we give specific design direction. Maybe
19 we could just keep going through the other Commissioners and see if there's a consensus
20 and then maybe give some specific design suggestions.

21 MS. ALDERSON: I concur. Further development is needed and, you
22 know, I have specific suggestions but I can wait till we've gone through.

23 MS. WILLIAMS: I agree. The scale is out of character with the historic
24 district and I think it needs to be reduced and built into the hillside to accommodate your
25 program.

1 MS. WATKINS: I would also agree. I think all the major points have
2 already been covered and I think we're in agreement.

3 MS. O'MALLEY: I guess at this point you could decide to withdraw your
4 application or continue it and come back with a change in your design, or you can have us
5 vote on it tonight.

6 MS. REGGERI: No, I would like to do that, and I would like to find out
7 what you all would seem -- would think is reasonable so that we have something to go on.

8 MS. ALDERSON: Can I continue though, since we didn't --

9 MS. O'MALLEY: Well, let me just get this clear. You would like to do
10 which?

11 MR. REGGERI: Do a continuance and have your feedback. Because
12 we're talking about 27 feet B- adding 27 feet on because we're knocking off the right side
13 where the apartment is right now. The cantilevered area will be coming off, so actually
14 the building would be shorter. No one's brought that up. The right side where the
15 apartment is would not be cantilevered any longer, so that's about four feet there. So, it
16 would go down the other way. So, what B- how many feet would be permissible?

17 MS. ALDERSON: I think what's really needed is something visual that
18 shows how you could work the massing. I think the principle problem that we are in
19 agreement about is that it's a continuous length that appears excessively long and just very
20 different B- out of concert with the things around it.

21 I just wanted to add a couple things, because I think that there is an
22 opportunity here and I think you've made a step toward rectifying many of the aspects of
23 the existing building that just don't blend in. I mean, we all can see the building -- the
24 existing surface is very flat, there's much too much solid, there's not enough relief of
25 windows and you had added the relief of windows and I commend that. What I would
26 like to see, because I think you could take it further because there's a great opportunity

1 here to improve this site and the B- the windows help. I would like to see some shadow.
2 One of the things we see that is very effective in the older building on the left, the one-
3 story, is the eave. There's enough depth in the eave to cast shadow on this side. That
4 makes a tremendous difference. And what is very out of character on the existing is that
5 the roof stops just short; there's no eave at all. I saw that you had added some eave. I
6 mean that is B- that is an improvement. Perhaps it could go further -- and you wanted to
7 comment on that?

8 MR. ABRAHAM: Yeah, I just wanted to call your attention to the fact that
9 the entire upper floor is, in fact -- over the lower floor so there is a shadow line all the way
10 across the side.

11 MS. ALDERSON: I think that breaking up of the mass horizontally does
12 help. I do -- I agree with that, but what I would like to see is it now in length in some
13 fashion. And sometimes that can happen with just offsetting two masses slightly. I think
14 your program would permit that if the L is too radical in the way in reconfigures the lot.
15 So, I would certainly entertain that, but I would love to see what you could to add more
16 shadow looking at the roofline; if not steepening the pitch, perhaps enlarging the eave.

MR. FULLER: The other suggestion would be right now it looks like your whole structure ends up about 80 feet long on a lot that's 120 feet wide, in rough numbers from what you've -- to. And I guess the main drawing I'm looking at is Circle 12 of your plan B the site plan. To me I guess there's two options. If you need both first floor and second floor program space, would there be an opportunity to essentially build directly in front of the other building, since it appears that your massive is almost about the same, could you end up with almost your same scale and therefore come forward rather than deeper so that you're not going obscuring the space that way? The preferred approach actually if you don't need the lower level program space, if the main program space is the assembly hall, what about if the assembly hall simply went off to the rear and basically became a one-story element that went to the rear.

Again, I don't know what your program is, but to me something that is really linear up and down the site, I think we could hide more mass in that direction than we can going across the site from 355.

But, again, I don't know your specifics.

MR. ABRAHAM: That just causes us a use problem there because the parking up there is B- we've lost --

MS. O'MALLEY: Although you could park on an area that you're not building on.

MR. ABRAHAM: Mm-hmm, we could. The building is on the -- part of the site, which is totally unparkable. It's much too steep, so --

MS. O'MALLEY: But don't you have any B- don't you have a graded area next to it?

MR. REGGERI: That's for the building area --

MS. O'MALLEY: Where you were going to build.

MR. REGGERI: Exactly.

MS. O'MALLEY: So, you could park there.

MR. ABRAHAM: We'd have to grade out B-

MR. REGGERI: I mean, it's something that can be worked out B- see, originally this was my idea. My previous planner suggested that I make the building look like a barn or a schoolhouse or something in light that's very simplistic and that's my -- what I told the architect, and that's the direction that I thought we should go in. Because there are barns coming down the street that are just straight.

MS. O'MALLEY: I think it's just the length.

MS. WILLIAMS: Yes, stylistically I think you're doing fine. It really has to do with overall size, and a little bit of relief in terms of shadow lines and recessions.

I mean, I think that you could do it so that you had a one-story wing towards the rear that's, you know, literally built into the hillside and accommodate your program and then you don't have that, you know, full length view hitting you as you pass by on 355.

MR. FULLER: I certainly am not opposed to the B- attempting to make the use work if that's going to make your B the chapel operate, and if you solve the problems with Zoning or other groups that aren't us --

MR. REGGERI: Mm-hmm.

MR. FULLER: B- but from my perspective, sort of the gross area, yeah I think you're stretching the envelope, but do I think you could do it? I think you could do it. It's simply I'm not thrilled with this configuration.

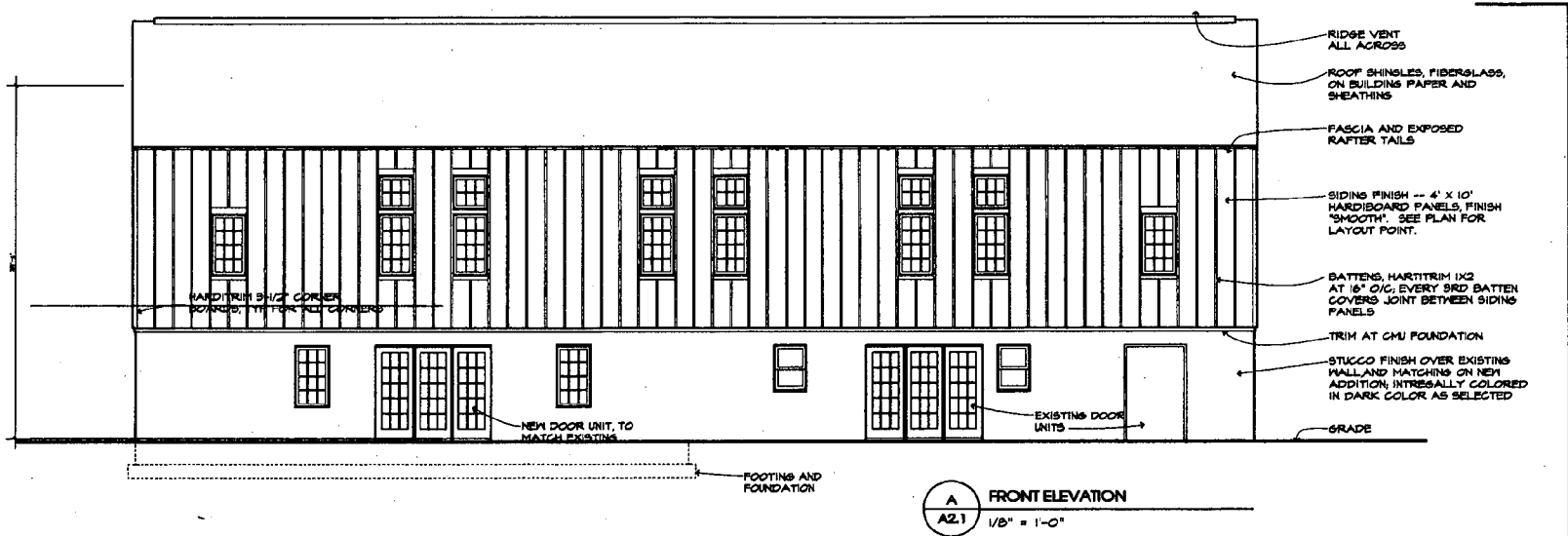
MR. REGGERI: Okay.

MS. WRIGHT: So, basically would you like to just direct, since the applicants agreed to a continuance, you can direct Staff to take the comments we've heard tonight and try to meet with the applicant and see if there are some alternative designs.

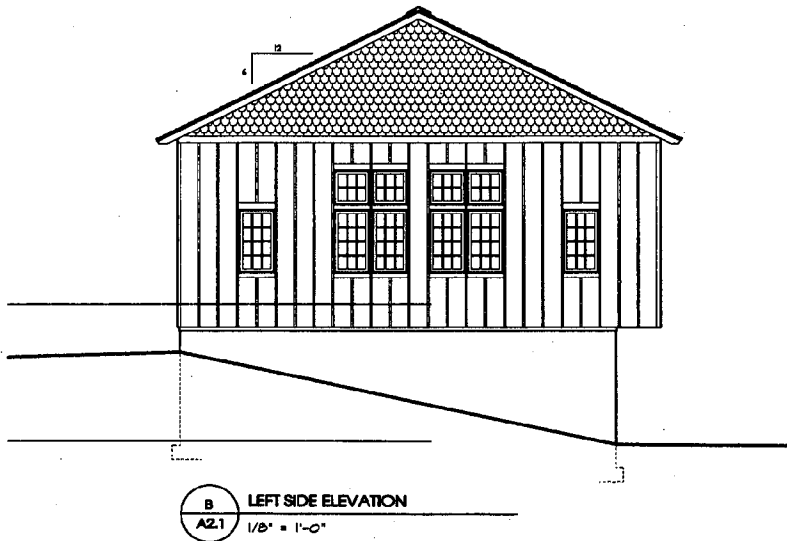
MS. O'MALLEY: I think that's what we're saying.

MR. REGGERI: Excellent. Thanks a lot.

MS. O'MALLEY: Thank you. All right, I think we're going to take a short break before we do our other preliminary consultation.



A
A2.1
1/8" = 1'-0"



B
A2.1
1/8" = 1'-0"



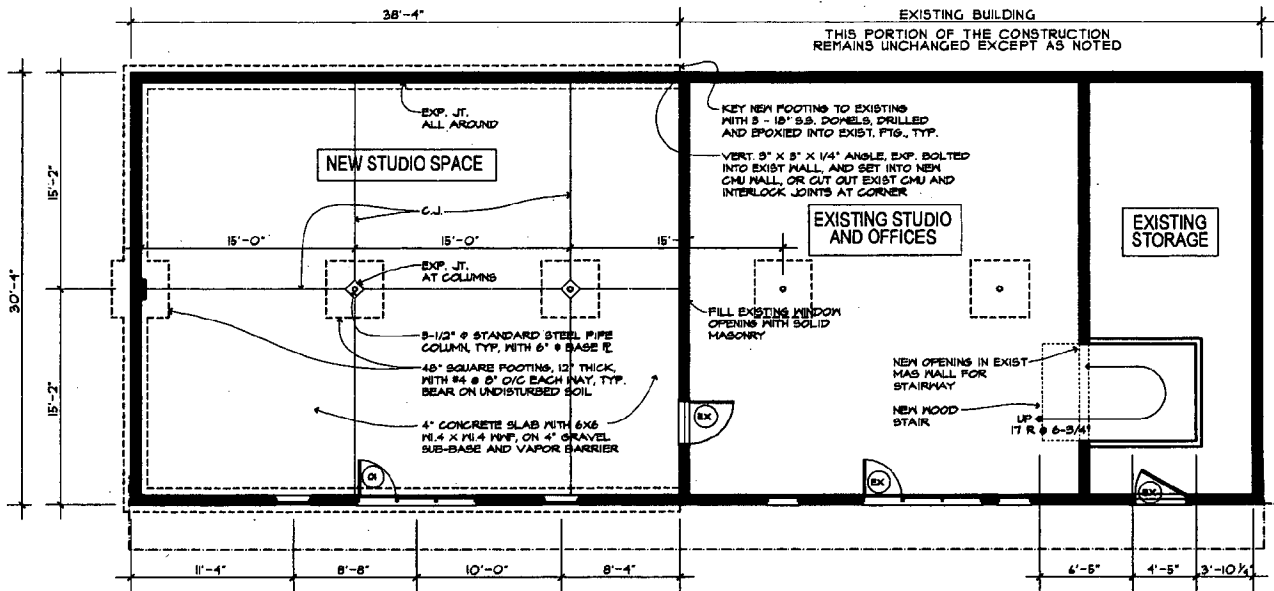
Historic Chapel Meeting Hall
9891 26200 Fredrick Road • Clarksburg, Maryland 20871

ELEVATIONS
A AND B
Date: 6 MAR 2004
Scale: 1/8" = 1'-0"

KENT RICHARD ABRAMAM
ARCHITECT
A2-1

4/14/04 SUBMITTAL

51



A GROUND FLOOR PLAN
A1.1 1/8" = 1'-0"

KENT RICHARD JERHAM
REGISTERED ARCHITECT



Historic Chapel Meeting Hall
9891 26200 Fredrick Road ° Clarksburg, Maryland 20871

LOWER LEVEL
FLOOR PLAN
DATE: 6 MAR 2004
SCALE: 1/8" = 1'-0"

A1-1

4/11/04 SUBMITTAL

107

Comments Regarding 26130 Frederick Road, Hyattstown, Maryland
for HPC Case Number 10/59-04A
by Friends of Historic Hyattstown
Hearing Date April 14, 2004

Overview

The Friends of Historic Hyattstown (FHH) appreciates the opportunity to comment on the proposed addition to the structure located at 26130 Frederick Road.

The proposal as submitted presents a 30' x 79' two story (30' high) commercial building in an R-200 residential zone, with a 2,370 square foot footprint and 4,740 square feet of enclosed space. The drawings as submitted with the HAWP application indicate studios on the first level and an assembly hall for receptions on the second floor.

Larry Ruggeri has done a wonderful job restoring the Hyattstown Methodist Church (South) structure. He has spent a significant amount of time, effort, and money not just on true improvements of the church (rehabilitating a 140 year old structure), but also undoing the exceedingly poor stewardship of prior owners. This structure is now the Historic Chapel at Milton Ridge. Mr. Ruggeri has indicated that he intends to completely restore the Gardner House – which has suffered abuse on both its interior and exterior by prior owners - and likely will do a very good job. However, he would also like to remove the real “eyesore” on this property – a structure that used to be a small garage. In this HAWP, he proposes to take the garage structure and turn it into something more compatible with the rest of his property (both functionally and visually).

HPC Staff Report

The Historic Preservation Commission (HPC) staff report identifies this property as a “non-contributing resource” – this is incorrect. Both the Gardner House and the Hyattstown Methodist Church (South) are designated “primary resources” in the Hyattstown Historic District because of the period in which they were built. They were not designated “outstanding” resources, because they had suffered modifications that had compromised their historical character and integrity. Although these structures are not outstanding examples pertaining to Hyattstown architecture, both “places” have “history” associated with them of particular significant importance to Hyattstown with regard to 1) individuals, 2) businesses, and 3) events. The Gardner House is of importance because John Gardner was an early carpenter in Hyattstown (and there have been many since then including several today) and immediately to the south is a structure called the “Carpenter Shop” - it was his shop and may have been first business in town. The Hyattstown Methodist Church (South) is of importance as it pertains to the “Civil War” or the “War between the States” – as late as the 1930’s some people in Hyattstown attended services in what is now Mr. Ruggeri’s chapel (for example, the late Roxie Anderson) and other people in Hyattstown attended the Methodist Church (North) across the street.

The HPC staff report states that the size and massing of the proposed structure are compatible with the existing structures in Hyattstown. FHH disagrees and has a number of concerns with this proposed new construction.

Size and Massing

FHH is concerned with the size and massing of the proposed modern building in comparison with the historic structures on the Ruggeri property – the Gardner House and the Hyattstown Methodist Church (South), which are both designated primary resources in the Hyattstown Historic District. FHH is also concerned with the size and massing of the proposed modern building, in general, when compared with other structures in the Hyattstown Historic District.

- It makes absolutely no sense to restore the very small Hyattstown Methodist Church (South) to “better” than its former glory at the gateway to the Hyattstown Historic District (which is the gateway to Montgomery County) and then dwarf it with a modern structure. This is not the “opinion” of FHH – such concepts (and there are several that apply here) can be found prominently in “Design Guidelines for Historic Preservation” for ANY city, county, or state. *It makes absolutely no sense.*
- Mr. Ruggeri’s chapel, the Hyattstown Methodist Church (South) building, is a small structure. It seats probably 60 - or maybe 80 if you are very close friends. This chapel has a footprint of maybe 1,200 square feet. It may a small chapel, but it is a tall chapel - essentially 1½ story. *The proposed structure has roughly twice the footprint and 2.5 times the massing of the chapel.*
- Recently, an accessory outbuilding was built in the historic district to house a “no-impact,” low-level, home-based business. This structure is a small single-story Amish shed of roughly 450 square feet, located at 26001 Frederick Road. *The proposed structure has about five times the footprint and ten times the massing of this outbuilding.*
- The biggest existing historic outbuildings in Hyattstown are the small-to-modest barns behind the Tailor Shop, located at 25914 Frederick Road, and behind the Wolfe-Gardner House, located at 26025 Frederick Road. They are roughly 15’x25’ to 20’ x30’ or 400-600 square feet. They are single story structures, but with high roofs, and thus effectively 1½ stories high. *The proposed structure has roughly five times the footprint and eight times the massing of these barns.*
- The biggest residence in Hyattstown is the Hyatt House, located at 26011 Frederick Road. It has a two-story main structure measuring 18’ x 50’ with three small-to-modest (200-450 square feet each) 1-1½ story additions (one to the south and the others to the rear). The total footprint is on the order of 1,800-1,900 square feet. Thus, *the proposed structure has 1.3-1.4 times the footprint and 1.6-1.7 times the massing of the Hyatt House.*
- Across the street from the proposed new construction is the Hyattstown Methodist Church (North), located at 26165 Frederick Road. It is a large single-story building with a high roof, and the main structure is roughly 35’ x 42’ or approximately 1,600 square feet. *The proposed structure has roughly 1½ times the footprint and on the order of two times the massing of the Methodist Church (North).*

Code and Use

The 1994 Clarksburg/Hyattstown Master Plan addressed zoning issues in Hyattstown, and affirmed the R-200 designation on this property. FHH believes that the structure as proposed is not in compliance with Montgomery County Code, as follows.

- The Montgomery County Code stipulates that any accessory building in an R-200 residential zone must not exceed 25'. *The structure as proposed in the HAWP application is 30', which is 5 feet higher than allowed by code.*
- The Montgomery County Code stipulates that any floor space dedicated to non-residential or commercial use in a residential zone, whether it is in the main structure or in an accessory building, must not exceed 33% of the total floor area; equivalently the commercial use can be no more than 50% of the residential use (up to a maximum of 1,500 square feet). The existing Gardner House (on the front of the property) is two stories with a footprint of roughly 18' x 50' or 1,800 square feet of enclosed space. Consequently, an additional 900 square feet may be allowed for commercial use. *The proposed commercial space is 4,740 square feet, or over five times that allowed by code.*
- The Montgomery County Code stipulates that no separate substantial accessory building may be constructed for the express purpose of commercial use. It also stipulates that the use must be clearly subordinate to the use of the dwelling for residential purposes. This does not apply to no-to-low impact home occupations. For example, a small 300 square foot shed would be allowed, because it is a no-to-low impact use. A structure with 4,740 square feet of floor area is not a small structure. The proposed use of the structure includes an "Assembly Hall," which suggests that it will be used for "an assembly of people," potentially 60-120. *The proposed use is not a low-impact use, nor is it associated with a home occupation, and the building cannot be built for the express purposes of non-residential or commercial uses.*
- The commercial use of the "church" building located at 26200 Frederick just north of the proposed structure is considered a "non-conforming" use. However, the "garage" at 26130 Frederick Road was 1) constructed in the 1960's and 2) is on a different parcel of land. This garage was also altered more than once in the 1970-80's. Since the garage was constructed after 1958, when the Montgomery County zoning code was established, the non-conforming use designation ("grandfather" clause) cannot possibly apply to it. *Use of the accessory structure at 26130 Frederick Road for anything but residential-related or a low-level commercial use is not allowed by the Montgomery County Code.*
- A non-conforming use cannot be "transferred" from one property to another. However, even if the garage were designated a non-conforming use (which it is not), turning a small garage into a 4,740 square foot commercial building is a significant expansion of use. *The Montgomery County Code stipulates that any business with a non-conforming use cannot be expanded at all.* An expansion by a factor of four is exactly four times that allowed by the Montgomery County Code.

Subdivision and Development Review

- The proposed structure contains 4,740 square feet of floor area, the church structure contains slightly more than 1,000 square feet of floor area, and the Gardner House has slightly less than 2,000 square feet of floor area. Thus, the total proposed floor area of the entire Milton Ridge complex is about 8,000 square feet. We do not know the specifics of the subdivision and development review process. However, we are under the impression that any single project, when it exceeds a threshold with regard to square footage, may trigger an additional level of “development” review. A total of 8,000 square feet of floor space is significant anywhere, especially in a small residential neighborhood, and we are concerned how the total development will impact traffic (such as adequate sight distance for approaching cars), storm water (Hyattstown has “historically“ had major problems with such), adequate parking, adequate lighting (or too much lighting), adequate screening between commercial uses and residential districts, and other public related issues. *Does the proposed total 8,000 square feet of space in the Milton Ridge complex require additional “big picture” development review?*
- The proposed structure includes an Assembly Hall on one floor (2,370 square feet). It is assumed that this means there will be “an assembly of people,” such as a wedding reception or another event that might consist of 60-120 people. Under the Montgomery County Code, such a facility appears to be termed a “Meeting Center.” The Montgomery County Council has made the decision that “Meeting Centers” are not appropriate in residential zones and thus are not allowed in residential zones. They are, however, allowed in commercial and industrial zones as Special Exceptions through the Board of Appeals process, which determines their impact in each specific case. *Has this property received approval or preliminary approval from Development Review, the Planning Board, or the Board of Appeals for this Meeting Center? If this proposed use is not a “Meeting Center” under Montgomery County’s definition, then what is its use classification?*
- Mr. Ruggeri has indicated that the County has already approved a 30-car parking lot behind the new structure. The area for this parking lot has already been cleared and graded. In addition, the area for the proposed structure pertaining to this HAWP has also already been cleared and graded. When did approval for the parking lot occur? Does such require HPC approval? Why were the neighbors immediately to the south not notified regarding the current proposal? (They only found out by word of mouth last Thursday). The applicant has indicated that the conceptual planning for this structure has involved various county agencies for the last several years and that the architectural and engineering drawings have been underway for several months. If various county agencies were made fully aware of these plans dating back several years, why couldn’t the neighbors immediately to the south (only 200 feet away) be notified? They are the people most impacted. *None of this makes any sense. We are very puzzled.*

HISTORIC PRESERVATION COMMISSION STAFF REPORT

Address:	26130 Frederick Road, Hyattstown	Meeting Date:	04/14/04
Subject Resource:	Non-Contributing Hyattstown Historic District	Report Date:	04/07/04
Review:	HAWP	Public Notice:	03/31/04
Case Number :	10/59-04A	Tax Credit:	N/A
Applicant:	Lawrence Reggeri	Staff:	Michele Naru

Proposal: Side addition and second story expansion of a non-contributing building

Recommendation: Approval with condition

RECOMMENDATION: Staff recommends that the Commission approve this HAWP application with the condition that:

The height of the building (from grade to ridge) will not exceed 26'.

HISTORY

Hyattstown, founded by Jesse Hyatt, was originally platted in 1798 and is significant as one of the largest cohesive collections of relatively unaltered 19th century buildings in Montgomery County. The town, a rural village, was created to service the needs of travelers and nearby farm facilities. It is located along a single, tree-shaded street and is a fine example of linear development along a major artery, opened about 1750, to connect the tobacco port of Georgetown with the colonial City of Frederick. With the establishment of Washington as the nation's capital, Frederick Road continued as an important artery linking the westward expanding frontier to its new capital city.

Hyattstown appears today much as it did in the 19th century. Interspersed among modest homes are many structures essential to 19th century village life including a school, churches, shops, offices and a hotel. The majority of the homes in Hyattstown were erected close together on quarter-acre lots and very close to the roadside. The houses, mostly built between 1800 and 1900, are visually important features of Hyattstown's streetscape. The historic district is comprised of approximately 38.6 acres and about 30 structures. The lots and alleys are situated just as they were back in the 18th and 19th centuries. Included in the district in addition to residential uses are churches, a restaurant, a barbershop, and the volunteer fire department.

SITE DESCRIPTION

The subject parcel of land is located at the northern most point of the historic district and contains an early 19th century dwelling house and a non-contributing, concrete block, 1960's ranch-style building. The adjacent parcel of land, which is also owned by the abovementioned owner, contains the early 19th century, Gothic Revival Methodist Episcopal Church –South.

PROPOSAL:

The applicant is proposing to:

1. Demolish the existing second story of the subject building.
2. Construct a 38' x 30' (1,140 sq. ft footprint), two story side addition.
3. Construct a second story on top of the existing building.
4. Clad the entire building with Hardi-board, simulated, board and batten siding.
5. Apply a stucco finish over the existing and new concrete block foundation.
6. Install a fiberglass shingle roof.

APPLICABLE GUIDELINES

When reviewing new construction within the Hyattstown Historic District several documents are to be utilized as guidelines to assist the Commission in developing their decision. These documents include the *Hyattstown/Clarksburg County Master Plan (Master Plan)* approved and adopted in June 1994, the *Vision of Hyattstown: A Long-Range Preservation Plan (Vision)* approved and adopted in August 1992, *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.

Hyattstown/Clarksburg County Master Plan – Land-Use plan

- Encourage a limited amount of new construction, as long as the new buildings are compatible to the historic ones in terms of size, scale, rhythm, percentage of lot coverage, relationship to the street and relationship to open space (p.82).

Vision of Hyattstown – Strategies for Maintaining Historic Character

- Preservation of significant patterns of development [and] encourage that any additional development within the Historic Residential Core be compatible with the characteristic pattern of development...residential uses fronting Frederick Road – front yard setbacks of 25 to 40 feet are typical of the pattern for the existing historic houses fronting the road. New buildings should be sited to fit within this rhythm of building spacing (p.54).

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 or 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.

- In the case of an application for work on a historic resource located within a historic district, the Commission shall be lenient in its judgment of plans for structures of little historical or design significance or for plans involving new construction, unless such plans would seriously impair the historic or architectural value surrounding historic resources or would impair the character of the historic district.

Secretary of the Interior's Standards for Rehabilitation

- New 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 or related 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.

STAFF DISCUSSION

Proposed additions and alterations to non-contributing resources within the Hyattstown Historic District are reviewed with a lenient level of design review. The Commission generally focuses on the project's massing, scale, and proportion as it relates to the adjacent historic properties and its potential impact to the historic character of the district, and the existing streetscape/ and or landscape.

Although this proposed project significantly increases the size of the existing building, staff feels that this building will be compatible with the existing environmental setting. The proposed new massing will be sited directly behind the existing historic structure (approx 65' from the rear elevation of the historic house) and combined with the steep topography (the road is substantially sunken at this location), the new massing will barely be visible from the street and will have very minimal impact to the existing streetscape.

Conversely, staff would like to see a reduction of the proposed 30' height of the building. The existing height of the building is 26' from grade. This existing height currently does not negatively impact the streetscape or the adjacent historic resources and is visually perceived from the street as a secondary structure (see photos on circle ~~18-23~~).

It is staff's opinion that the subject building, with staff proposed alterations, will be compatible with the adjacent historic resources in terms of massing, scale and proportion and will not negatively impact the character of the historic district, which is consistent with the *Secretary of Interior's Standards for Rehabilitation* and the *Vision of Hyattstown*.

Additionally, the Local Advisory Panel (LAP), The Friends of Hyattstown, has provided staff with their comments on the proposed development plan. They are very concerned with the proposed plan for this property. They feel that the new building is too large for the subject property. Staff will note that the applicant has requested a meeting with the LAP to address the

concerns and issues that they have regarding this project. At the time this report was prepared, staff has not been informed if the LAP's comments or the proposal has changed as a result of this meeting.

STAFF RECOMMENDATION

Staff recommends that the Commission *approve with the above-stated condition* the HAWP application as being consistent with Chapter 25A-8(b) 1, 2 and 3:

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 or to the achievement of the purposes of this chapter.

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.

and with the *Secretary of the Interior's Standards #9 & #10*:

New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

New additions and adjacent or related new construction shall 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.

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



RETURN TO: DEPARTMENT OF PERMITTING SERVICES
255 ROCKVILLE PIKE, 2ND FLOOR, ROCKVILLE, MD 20850
240/777-6170

DPS - #8

HISTORIC PRESERVATION COMMISSION
301/563-3400

APPLICATION FOR HISTORIC AREA WORK PERMIT

Contact Person: _____

Daytime Phone No.: _____

To, Account No.: _____

Name of Property Owner: Lawrence Roggen Daytime Phone No.: 301-6624717

Address: 26130 Frederick Road Clarksburg, MD 20871
Street Number City State Zip Code

Contractor: Petro Design/Build Phone No.: 301-249-9000

Contractor Registration No.: MHIC-05-4818-48119-264051

Agent for Owner: _____ Daytime Phone No. _____

LOCATION OF BUILDING/PREMISE

House Number: 26130 Street: Frederick Road

Town/City: Clarksburg MD Nearest Cross Street: Rt 109

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/Tear Sole Fireplace Woodburning Stove Single Family
 Revision Repair Revocable Fence/Wall (complete Section 4) Other: _____

CHECK ALL APPLICABLE:
 AC Slab Room Addition Porch Deck Shed
 Other: _____

1B. Construction cost estimate: \$ 30,000.00

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 (state and I hereby acknowledge and accept this to be a condition for the issuance of this permit

Lawrence Roggen
Signature of owner or authorized agent

03/23/04
Date

Approved: _____ For Chairperson, Historic Preservation Commission

Disapproved: _____ Signature _____ Date _____

Application/Permit No.: 338298 Date Filed: _____ Date Issued: _____



**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:

Block walled Building surrounded by no trees on
grass. There is no historical feature or significance in this
Building. Built in 1960, clad in plastic siding
with expensive doors and windows. We will strip the
Exposed Block and put Board and Batten Vertically
on Building to reflect the 1800 Suburban Buildings

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

Located in Northtown within addition will have this
1960 structure [redacted] visually more apparent
for all. Our intention is to make this structure fit
in to the historic setting.

2. SITE PLAN

Site and environmental setting, drawn to scale. You may use your plot. 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 7 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 effected 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.

6. TREE SURVEY

If you are proposing construction adjacent to or within the canopy 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.

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

Owner's mailing address

Lawrence Ruggie
26130 Frederick Road
Clarksville, MD 20871

Owner's Agent's mailing address

Adjacent and confronting Property Owners mailing addresses

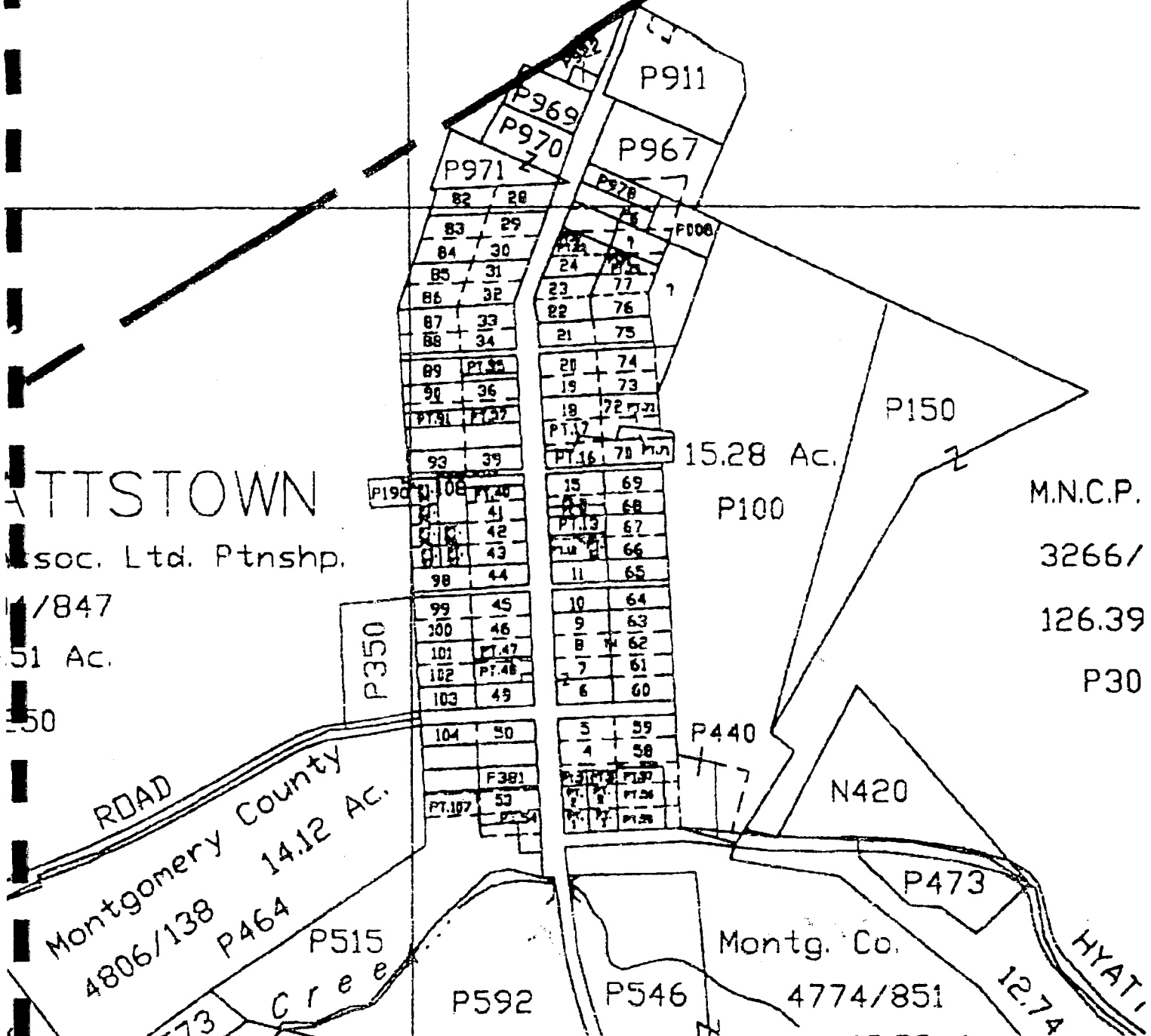
Mrs Haydee England
9501 Sington Drive
Bethesda, MD 20817

Hyalis Park Methodist Church
26121 Frederick Road
Clarksville, MD 20871

COUNTY
COUNTY

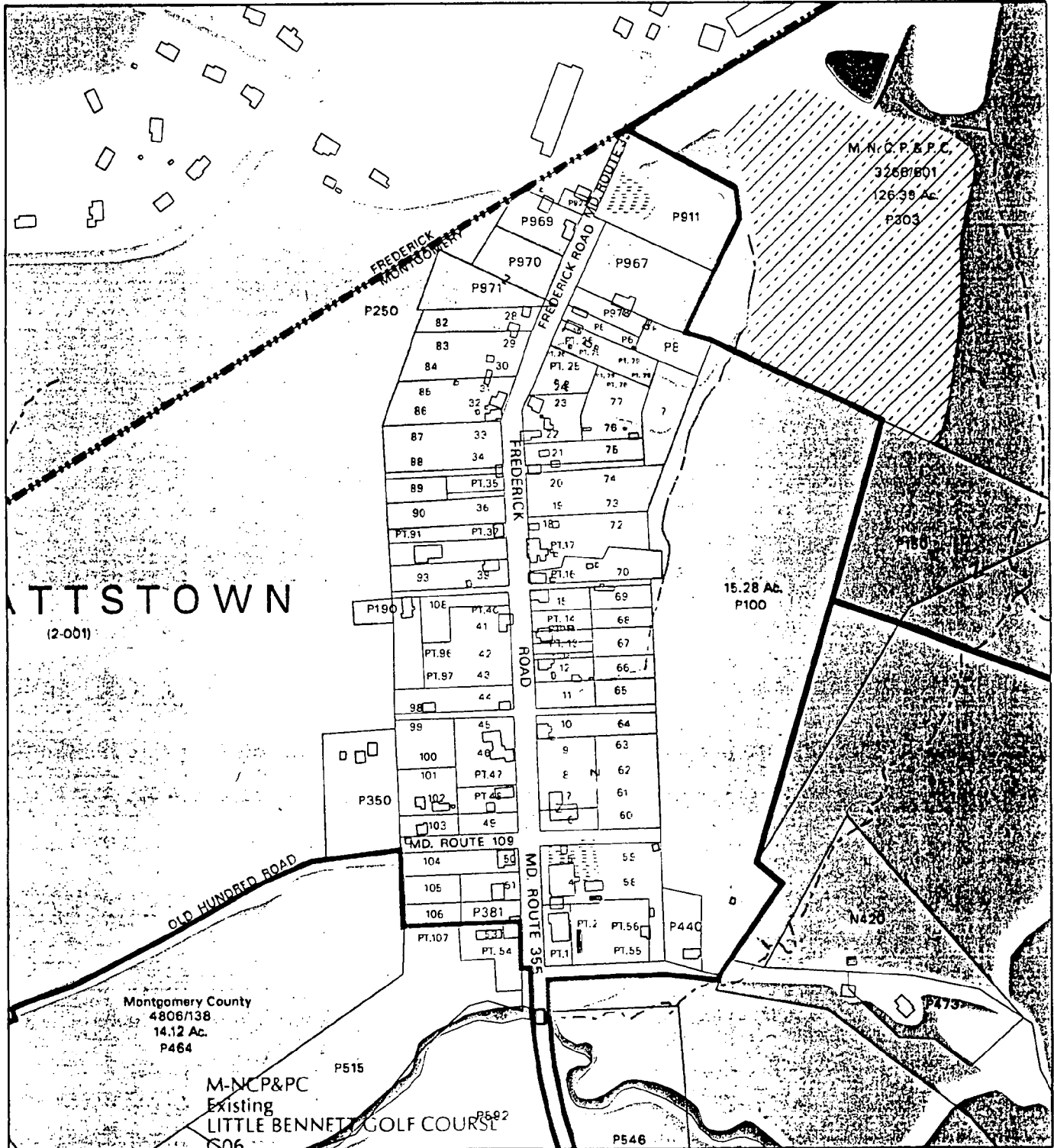
ATTSTOWN
soc. Ltd. Ptnshp.
1/847
51 Ac.
50

ROAD
Montgomery County
4806/138 14.12 AC.
P464
P515
Cree



M.N.C.P.
3266/
126.39
P30

HYATTSTOWN



Map compiled on March 18, 2004 at 4:20 PM | Site located on base sheet no - 236NW15

NOTICE

The planimetric, property, and topographic information shown on this map is based on copyrighted Map Products from the Montgomery County Department of Park and Planning of the Maryland-National Capital Park and Planning Commission, and may not be copied or reproduced without written permission from M-NCPPC.

Property lines are compiled by adjusting the property lines to topography created from aerial photography and should not be interpreted as actual field surveys. Planimetric features were compiled from 1:14400 scale aerial photography using stereo photogrammetric methods.

This map is created from a variety of data sources, and may not reflect the most current conditions in any one location and may not be completely accurate or up to date. All map features are approximately within five feet of their true location. This map may not be the same as a map of the same area plotted at an earlier time as the data is continuously updated. Use of this map, other than for general planning purposes is not recommended. Copyright 1998

Key Map

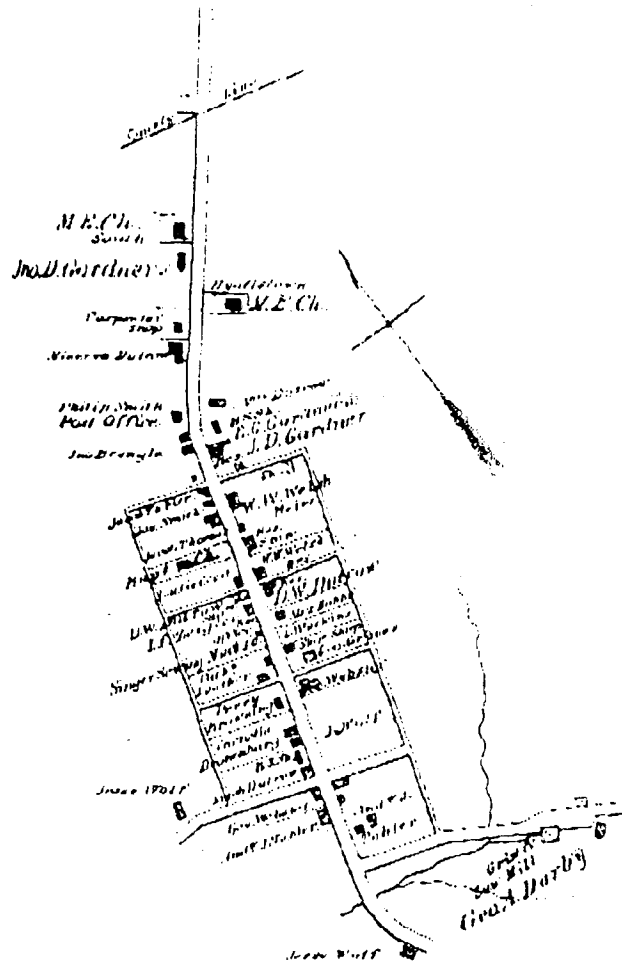


0 400
1 inch = 400 feet
1 : 4800

MONTGOMERY COUNTY DEPARTMENT OF PARK AND PLANNING
THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
8717 Georgia Avenue - Silver Spring, Maryland 20910-3760

9

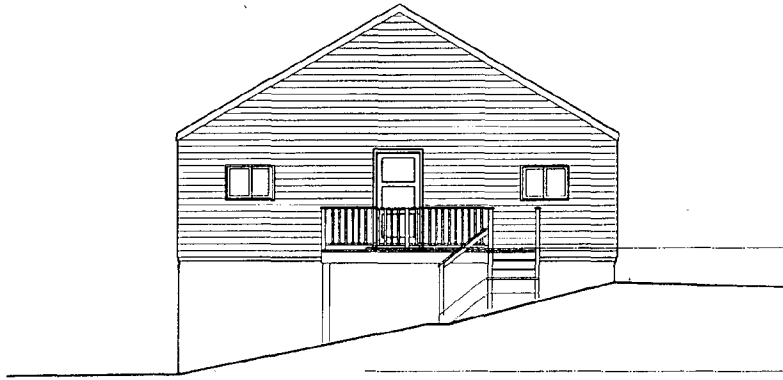
-8-



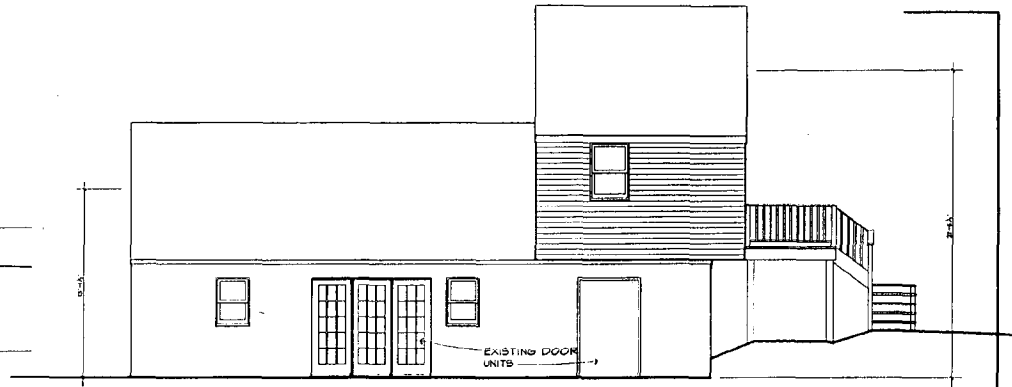
Map of Hyattstown Taken from Hopkins' Atlas of 1879

Across the road from William Dutrow's shop was the home of John Brengle, a carriage and buggy maker.²⁰ Brengle's house, which he bought in 1864, was one of the oldest in Hyattstown. The original house was a log cabin built in the early 1800's by Dr. Belt Brashear and Eli Brashear. It had been enlarged upward and to the rear before it was purchased by Brengle. German siding and other trim were added during the Victorian period by Brengle, who was also a painter and decorator. This house, later occupied by the Burdette family, is still standing today. In 1879, John Burdette was a dealer in saddles and harnesses. It is interesting to note that the Burdettes of today own the automobile dealership in Hyattstown.

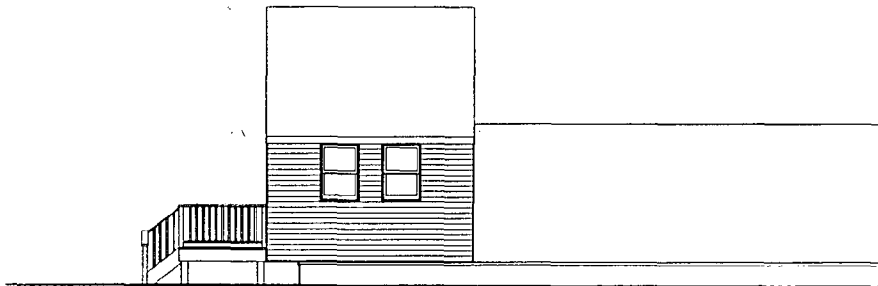
20. T.H.S. Boyd, *The History of Montgomery County, Maryland, from Its Earliest Settlement in 1650 to 1879* (Baltimore, MD: Regional Publishing Co., reprinted 1968), p. 132.



D EXISTING RIGHT SIDE ELEVATION
EX-1 1/8" = 1'-0"



A EXISTING FRONT ELEVATION
EX-1 1/8" = 1'-0"



C EXISTING REAR ELEVATION
EX-1 1/8" = 1'-0"



B EXISTING LEFT SIDE ELEVATION
EX-1 1/8" = 1'-0"

KENT RICHARD ABRAHAM
ARCHITECT
400 E. 15th St. - 1st Floor
Clarksburg, MD 20711



Historic Chapel Meeting Hall
9891 26200 Fredrick Road • Clarksburg, Maryland 20871

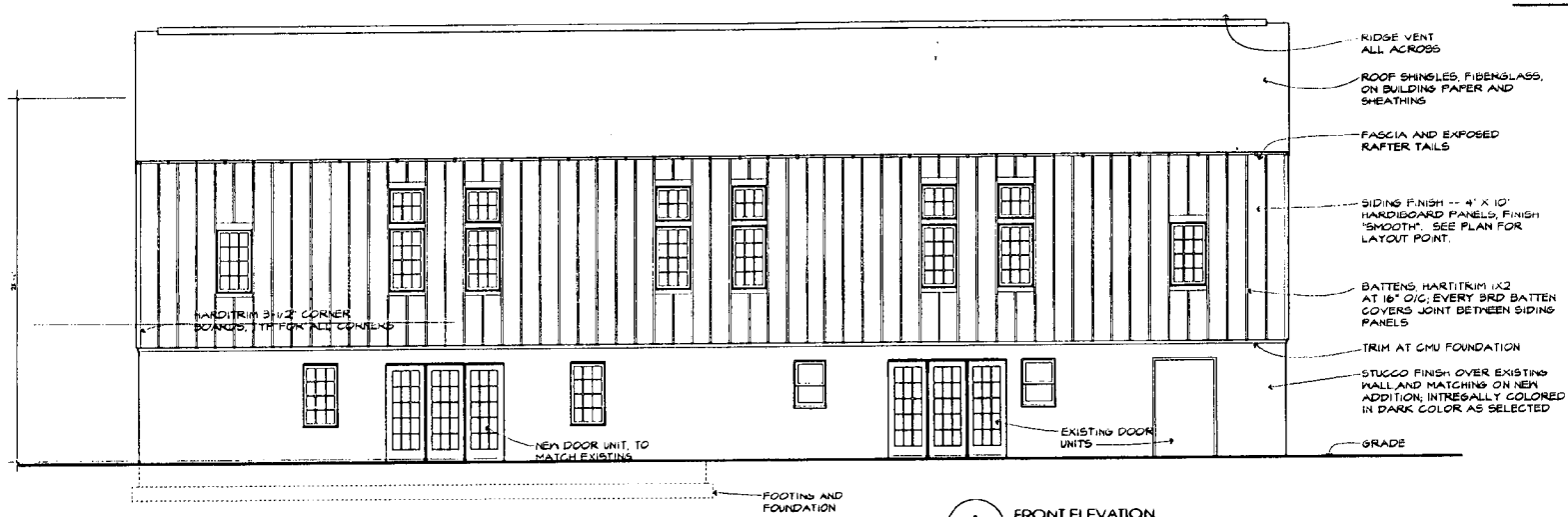
EXISTING ELEVATIONS
Date: 28 MAR 2002
Scale: 1/8" = 1'-0"

EX-1

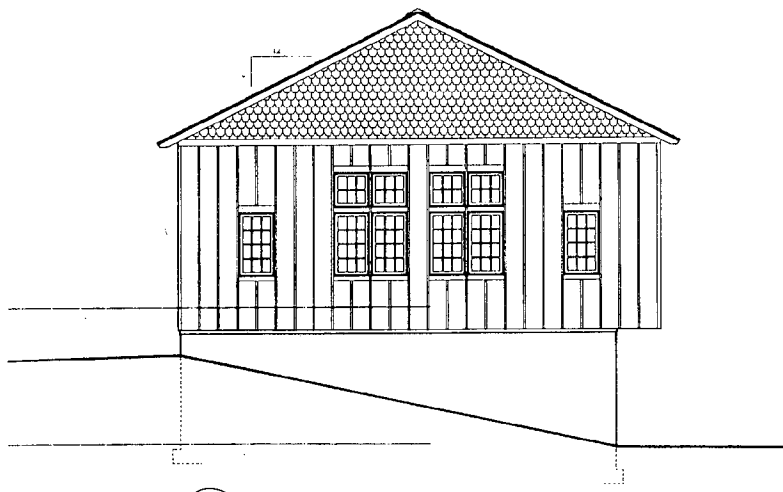
13

R-200





A FRONT ELEVATION
 A2.1 1/8" = 1'-0"



B LEFT SIDE ELEVATION
 A2.1 1/8" = 1'-0"

KENT RICHARD ABRAHAM
 ARCHITECT
 40 USC 801 - 10-0000



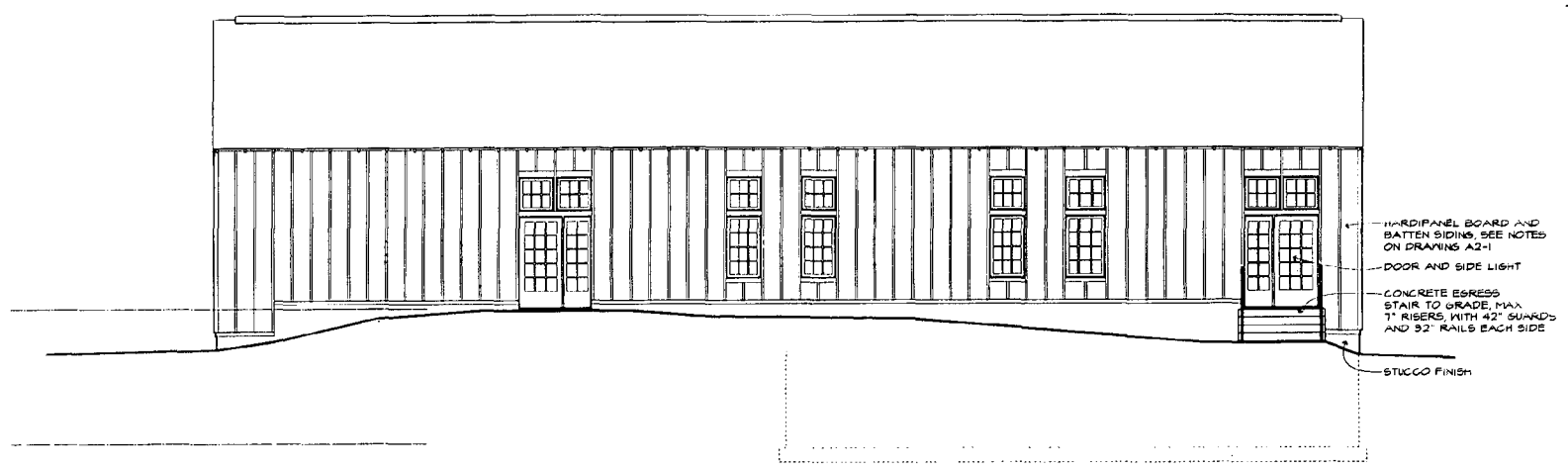
Historic Chapel Meeting Hall
 9891 26200 Fredrick Road • Clarksburg, Maryland 20871

ELEVATIONS
 A AND B

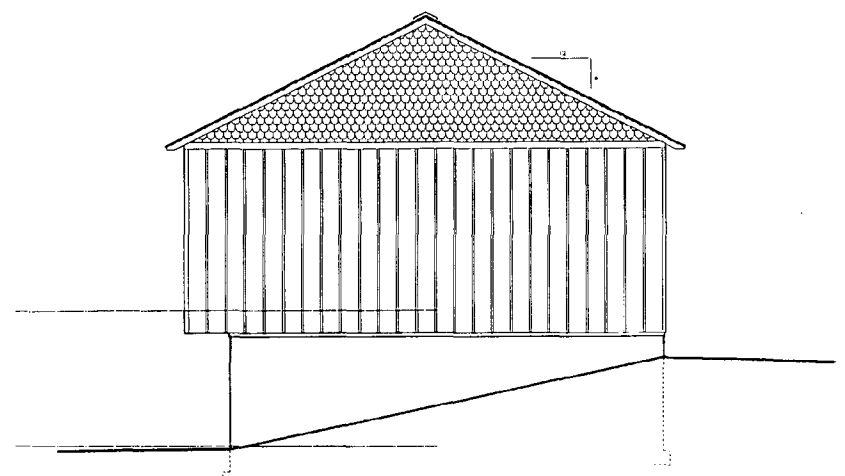
 Date: 6 MAR 2004
 Scale: 1/8" = 1'-0"

A2-1

17



C REAR ELEVATION
A2.2 1/8" = 1'-0"



D RIGHT SIDE ELEVATION
A2.2 1/8" = 1'-0"

KENT RICHARD ABRAHAM
ARCHITECT
1100 N. W. 10th St. Ft. Lauderdale, FL 33304

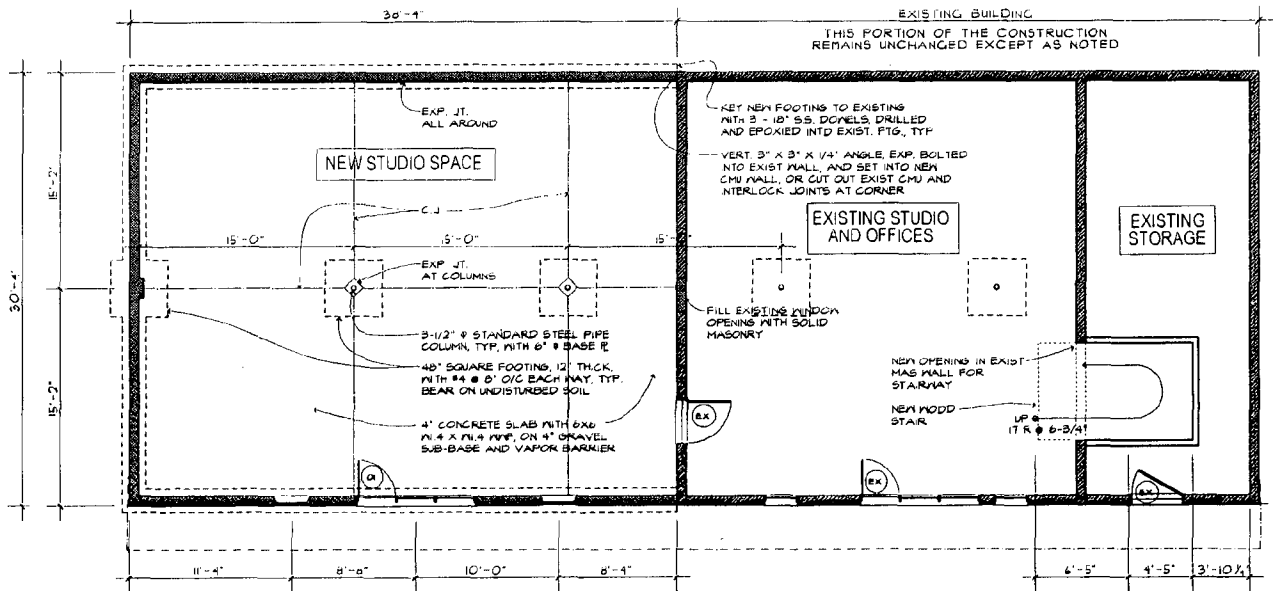


Historic Chapel Meeting Hall
9891 26200 Fredrick Road • Clarksburg, Maryland 20871

ELEVATIONS
2 AND 2
DATE: 6 MAR 2009
SCALE: 1/8" = 1'-0"

A2-2

15



A GROUND FLOOR PLAN
A1.1 1/8" = 1'-0"

KENT RICHARD ABRAMSON
REGISTERED ARCHITECT

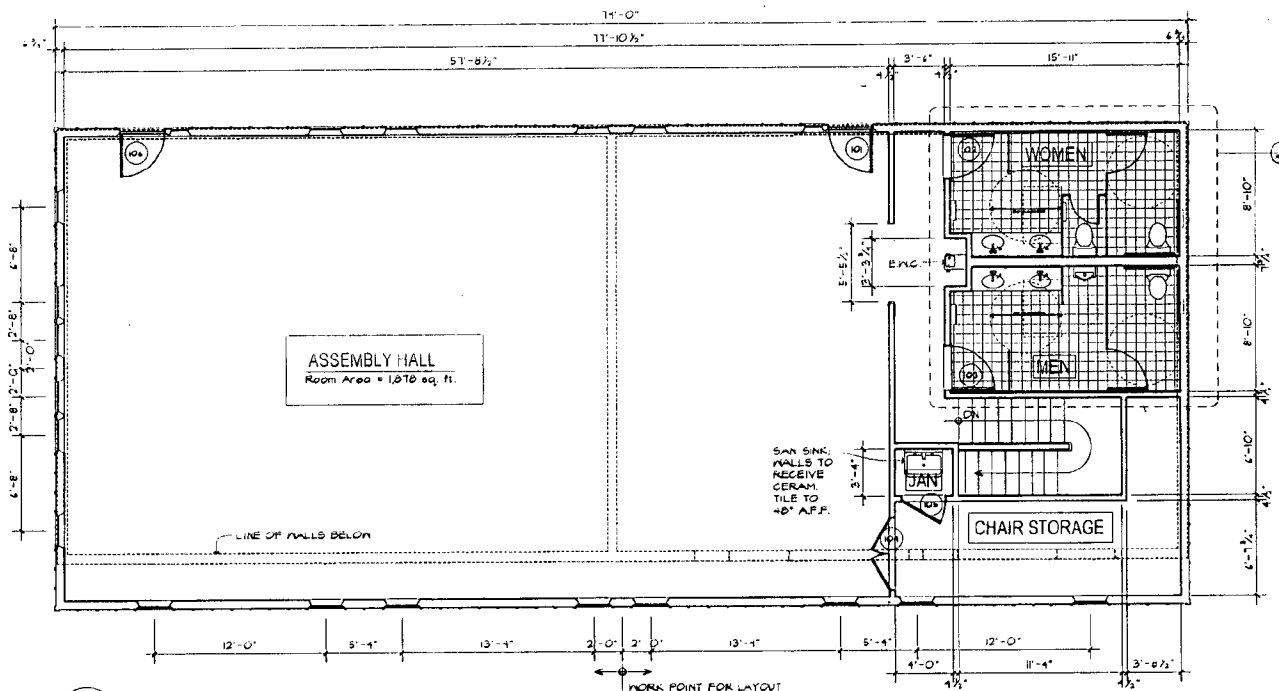


Historic Chapel Meeting Hall
9891 26200 Fredrick Road • Clarksburg, Maryland 20871

LOWER LEVEL
FLOOR PLAN
Date: 6 MAR 2004
Scale: 1/8" = 1'-0"

A1-1

10



B UPPER FLOOR PLAN
 A1.2 1/8" = 1'-0"

WORK POINT FOR LAYOUT
 OF WALL STUDS, WALL
 PANELING AND BATTENS

NENT RICHARD ABRAMSON
 ARCHITECT



Historic Chapel Meeting Hall

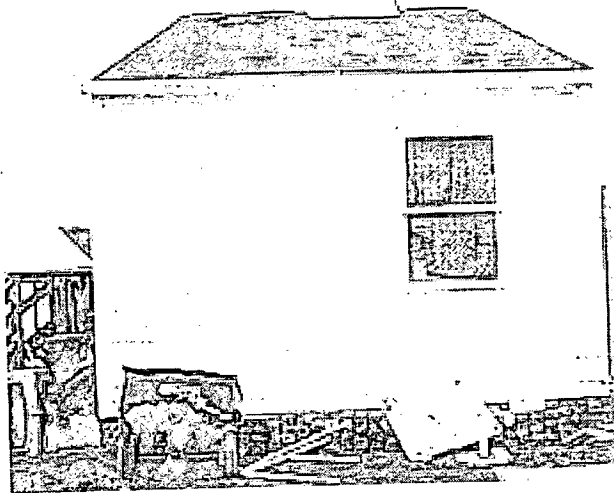
9891 26200 Fredrick Road • Clarksburg, Maryland 20871

UPPER LEVEL
 FLOOR PLAN
 Date: 6 MAR 2004
 Scale: 1/8" = 1'-0"

A1-2

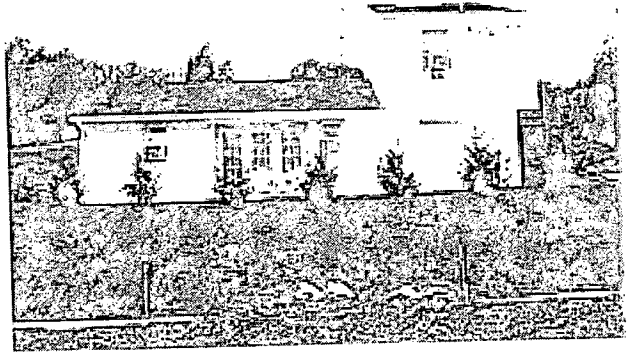
17

west-side



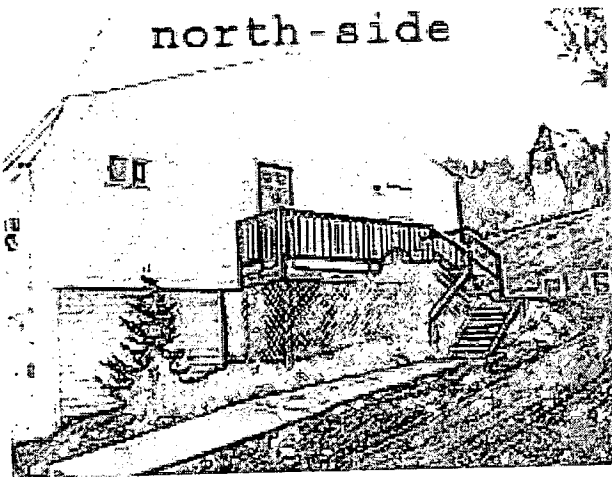
backwest.JPG

east



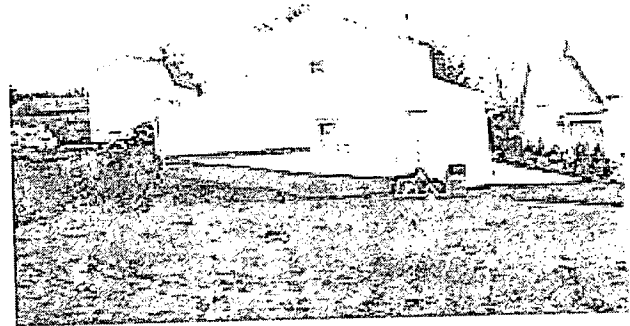
east.jpg

north-side



meeting----hall.psd

south



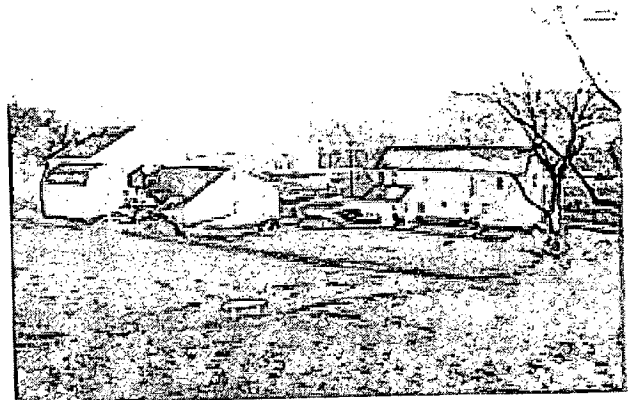
southt.jpg

street-view

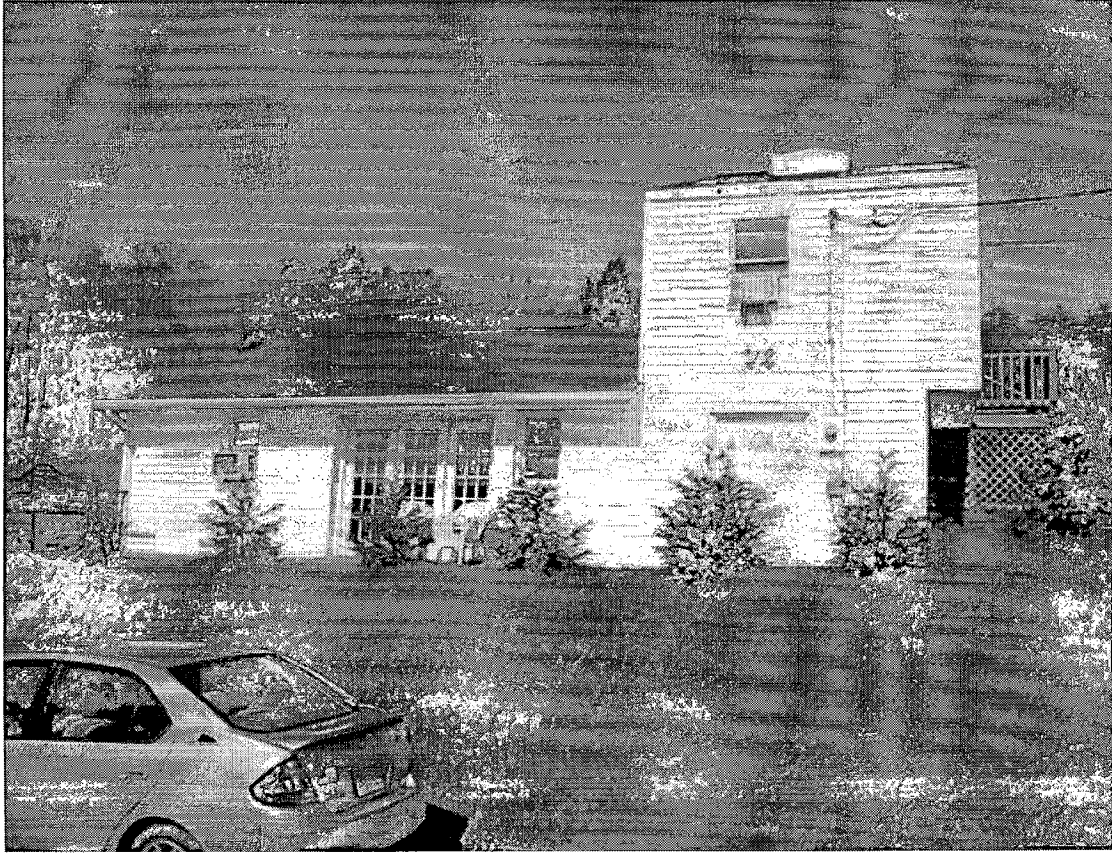


street.jpg

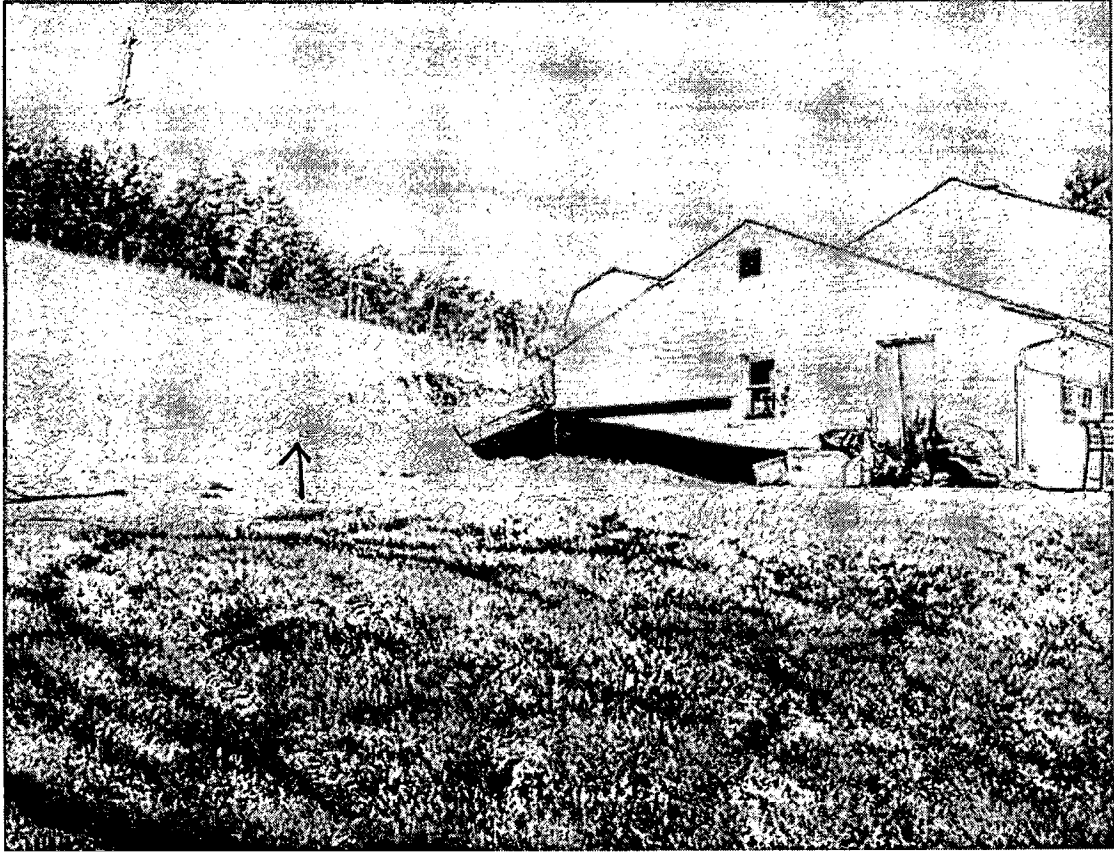
west



west.jpg









VIEW FROM BASE OF DRIVEWAY

VIEW FROM EAST OF DIVISIONAL
YANUARY TO JUNE 1907

57



VIEW FROM STREET

VIEW FROM STREET

100