

— 25/10-1-96A 12808 Glen Road —
(Travilah Town Hall)

Pet she may be
just renting, not
owning. You may want
to double-check

Robin.

This has been in the
market, w/ owner looking for best
option of sale or rental.

Stem Broom -
Sign & trail
B&A considered sigmoid intrusions
Oct. 9 - entirely new sign
duplicating existing
@ different location
on site.

(970) 416-8798
return Sept. 30th.

Go see Kise
in April.

See what info.

esp of ^{former} ~~former~~
Brewmen needs

Pat - Please call:

- ① Steve Ballman 208-1075
(Trailman Town Hall
Fremont Viec)

② DOT
PROJECT
REFERENCE



11-04, 12808 GLEN RD.
Nick ~~Dot~~ 217-2104, DOT 217-2104.
217-2104 Frank DeLange, ^{Zoning}

RE: DOT request for asphalt
apron. Sit a site inspection
to discuss (?) SWIN


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

DATE: October 9, 1996

MEMORANDUM

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

FROM: Gwen Marcus, Historic Preservation Coordinator
Design, Zoning, and Preservation Division
M-NCPPC

SUBJECT: Historic Area Work Permit

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

Approved Denied

Approved with Conditions: _____

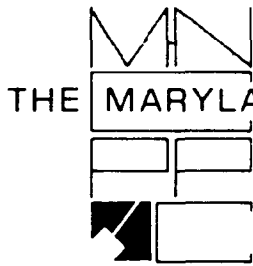
1. New signage, as shown, shall be painted wood, unlighted and slightly smaller in size than the existing historic site sign.

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

Applicant: Laurie Atkinson

Address: 12808 Glen Road, Trantah, Md. 20878

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



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

DATE: October 9, 1996

MEMORANDUM

TO: Historic Area Work Permit Applicants

FROM: Gwen Marcus, Historic Preservation Coordinator
Design, Zoning, and Preservation Division
M-NCPPC

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

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

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

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

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

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

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

EXPEDITED HISTORIC PRESERVATION COMMISSION STAFF REPORT

Address: 12808 Glen Road

Meeting Date: 10/9/96

Resource: Travilah Town Hall, Potomac
Master Plan Site #25/10-1

Public Notice: 9/25/96

Case Number: 25/10-1-96A

Report Date: 10/2/96

Review: HAWP

Tax Credit: No

Applicant: Laurie Atkinson

Staff: Patricia Parker

DATE OF CONSTRUCTION: 1910

SIGNIFICANCE: Individual Master Plan Site
 Within a Master Plan Historic District
 Outstanding Resource
 Contributing Resource
 Non-Contributing/Out-of-Period Resource

ARCHITECTURAL DESCRIPTION: 2-1/2 story rectangular building on fieldstone foundation with stucco walls built to serve the rural community of Travilah by the Travilah Hall Company of Montgomery County. The building sits on a .10 acre lot in Potomac.

BACKGROUND: This applicant appeared before the HPC on December 6, 1995 and received approval to enlarge the existing unlighted painted wood sign (which indicates the name and date of the building) by adding smaller signs for business purposes below the existing wood sign. The location of the new sign was unchanged and it was in conformance with other Montgomery County sign ordinances. The applicant had submitted the proposal to the Board of Appeals for a Special Exception but, at the time of the HPC meeting, he had not received approval.

Subsequent to receiving HPC approval, the **Board of Appeals approved a Special Exception for the property but required a change in the sign proposal.** The applicant now returns to the HPC with a new sign proposal that is in conformance with the Board of Appeals' requirements.

PROPOSAL: To construct one new sign the same size (20" x 28") and shape as the existing sign. The lettering would indicate both businesses - antiques and framing. The new sign would be located farther east on Glen Road (a different location than previously approved).

The existing "Travilah Town Hall 1911" sign would be affixed to the building.

RECOMMENDATION: Approval
 X Approval with condition:

1. New signage, as shown, shall be painted wood, unlighted and slightly smaller in size than the existing historic site sign.

Approval is based on the following criteria from Chapter 24A of the Montgomery County Code, Section 8(b): The commission shall instruct the director to issue a permit, or issue a permit subject to such conditions as are found to be necessary to insure conformity with the purposes and requirements of this chapter, if it finds that:

 X 1. The proposal will not substantially alter the exterior features of an historic site, or historic resource within an historic district; or

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

 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, archeological, architectural or cultural value of the historic site or historic district in which an historic resource is located; or

 4. The proposal is necessary in order that unsafe conditions or health hazards be remedied; or

 5. The proposal is necessary in order that the owner of the subject property not be deprived of reasonable use of the property or suffer undue hardship; or

 6. In balancing the interests of the public in preserving the historic site, or historic resource located within an historic district, with the interests of the public from the use and benefit of the alternative proposal, the general public welfare is better served by granting the permit.



RETURN TO: Department of Environmental Protection
Division of Development Services and Regulation
250 Hungerford Drive, Rockville, Maryland 20850
(301) 217-6370

Historic Preservation Commission
(301) 495-4570

APPLICATION FOR HISTORIC AREA WORK PERMIT

CONTACT PERSON _____
 DAYTIME TELEPHONE NO. () _____
 TAX ACCOUNT # _____
 NAME OF PROPERTY OWNER LAURIE ATKINSON DAYTIME TELEPHONE NO. (301) 869 6106
 ADDRESS 12808 GLEN RD TRAVILAH MD 20818
CITY STATE ZIP CODE
 CONTRACTOR _____ TELEPHONE NO. () _____
 CONTRACTOR REGISTRATION NUMBER _____
 AGENT FOR OWNER STEVEN BAUMAN DAYTIME TELEPHONE NO. (301) 208-1075

LOCATION OF BUILDING/PREMISE
 HOUSE NUMBER 12808 STREET GLEN RD
 TOWN/CITY TRAVILAH NEAREST CROSS STREET TRAVILAH RD
 LOT _____ BLOCK _____ SUBDIVISION _____
 LIBER 5530 FOLIO 638 PARCEL P616 MAP ER 341

PART ONE: TYPE OF PERMIT ACTION AND USE

1A. CIRCLE ALL APPLICABLE: Construct Repair Alter/Renovate Wreck/Raze Install Revocable Move Fence/Wall (complete Section 4) Revision

CIRCLE ALL APPLICABLE: A/C Slab Room Addition Porch Deck Fireplace Shed Solar Woodburning Stove Single Family Other SIGN

1B. CONSTRUCTION COST ESTIMATE \$ 500

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.

Steven Bauman Signature of owner or authorized agent 9/13/96 Date

APPROVED _____ For Chairperson, Historic Preservation Commission
 DISAPPROVED _____ Signature _____ Date _____



ed 11/92)

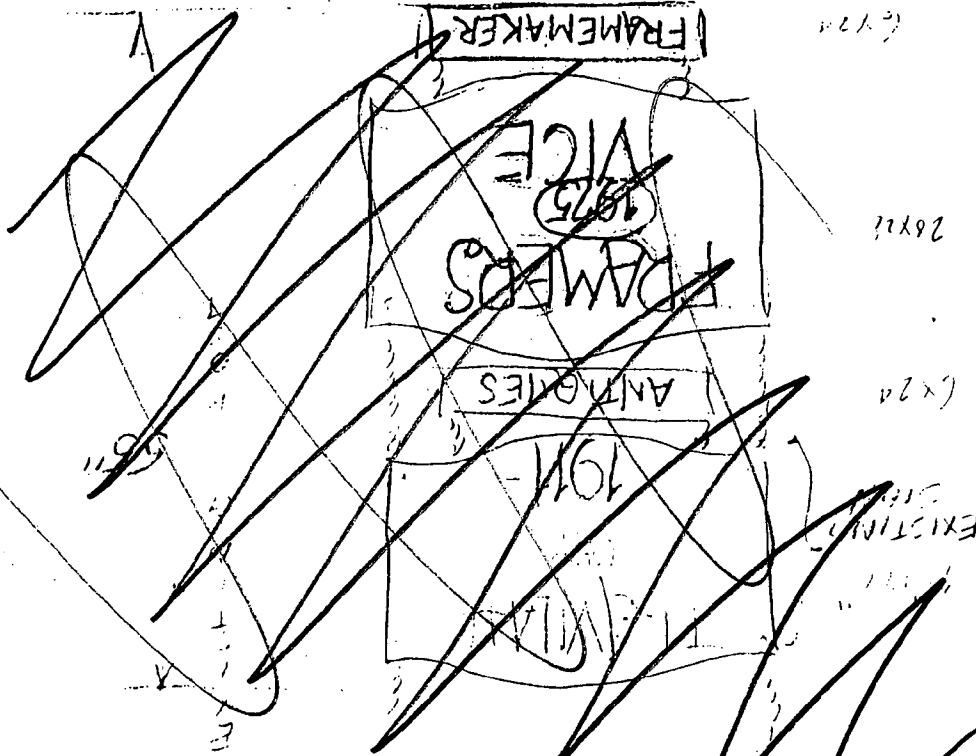
BOARD OF APPEALS FOR MONTGOMERY COUNTY, MARYLAND

LIST OF ADJOINING AND CONFRONTING PROPERTY OWNERS
(Please see information on reverse side)

	ADDRESS (Please add Zip Code)	LOT	BLOCK
URGE DEVELOPMENT CORP.	8130 BOONE BLVD VIENNA, VA 22180	06-2752203 LOT 170	12805 GLEN RD
MONTGOMERY RD LTD. PTNSHP. GREENBAUM TRUST ASSOC.	816 CONN. AVE N.W. 12TH FL. WASH. DC 20006	06 003 97846 PARCEL 736	
SAME AS ABOVE	SAME AS ABOVE	06 03 063705 PARCEL 679	12960 TRAVILAH RD
TRAVILAH BAPTIST CHURCH T. CO. TRUSTEE	12811 GLEN RD GAITHERSBURG, MD, 20878	06 00404998 PARCEL 597	
BAPTIST CHURCH OWNERS LA.	JONES LANE GAITHERSBURG, MD, 20879	06 387871 PARCEL 691	
POTOMAC ZEN'S ASSOC.	Robbie Milbury 14021 Saddle River Dr Gaithersburg Md 20878		Robbie Milbury
	Field Ward		340-3315

EXISTING SIGN

20 X 28



FLYING BY BWA BETWEEN AND

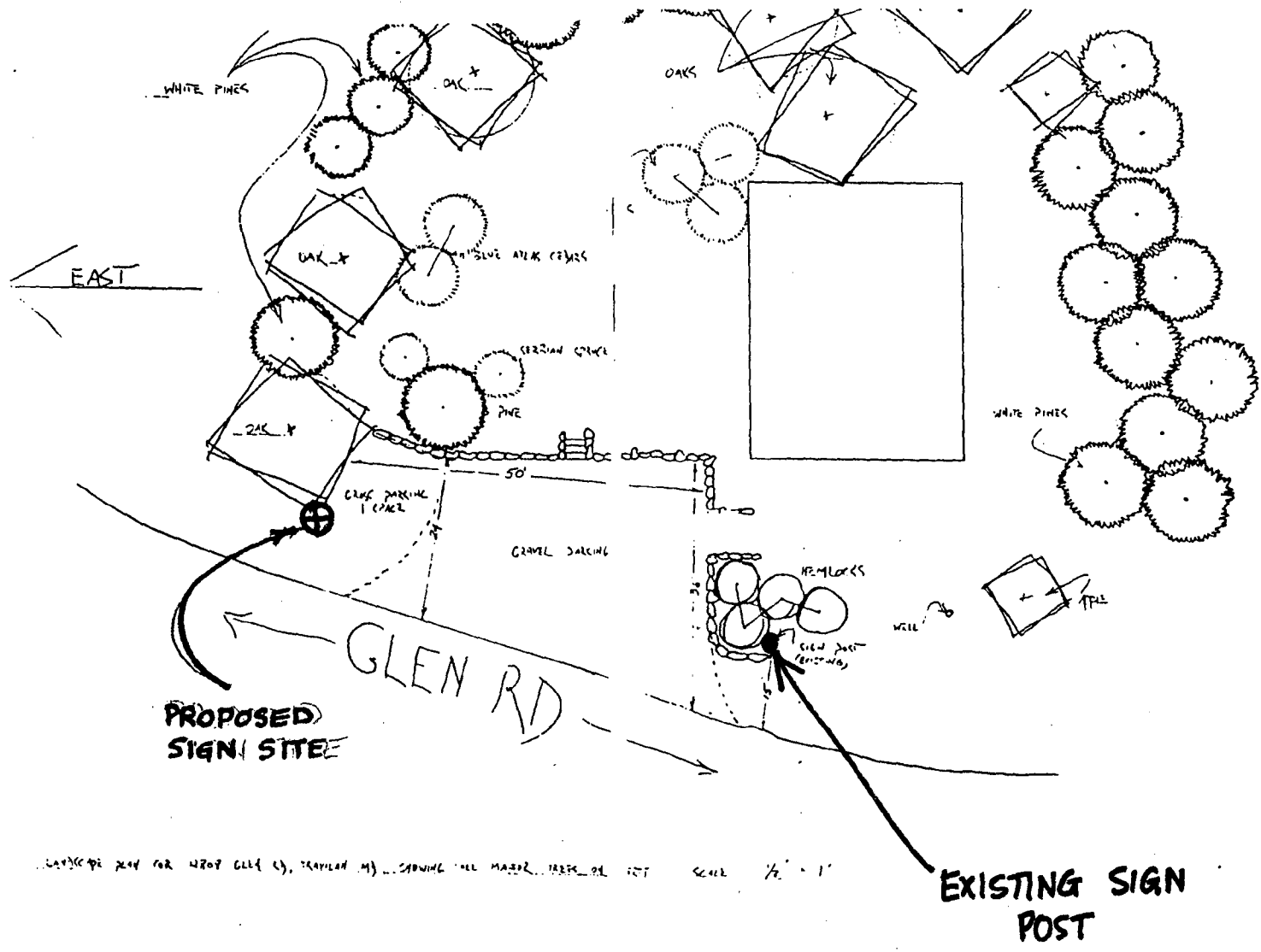


TOWN HALL ANTIQUES

208-1075

THE FRAMER'S VICE

PROPOSED SIGN



LANDSCAPE PLAN FOR 4707 GLEN RD., (SUNNYVALE, CA) ... SHOWING ALL MAJOR TREES OR POST SCALE 1/2" = 1'

7



October 28, 1995

Montgomery County Board of Appeals
Werner Office Building, Rm. 217
100 Maryland Avenue
Rockville, MD 20850

RE: Case # S-2195

To Whom It May Concern:

As owner of The Travilah Town Hall, 12808 Glen Road, Travilah, Maryland, I give my permission to Mr. Steve Bauman of The Framers' Vice to operate an Antique business at this location.

Thank you for your time and consideration.

Laurie Atkinson

Laurie Atkinson
12808 Glen Road
Travilah, MD 20878
(301) 869-9102

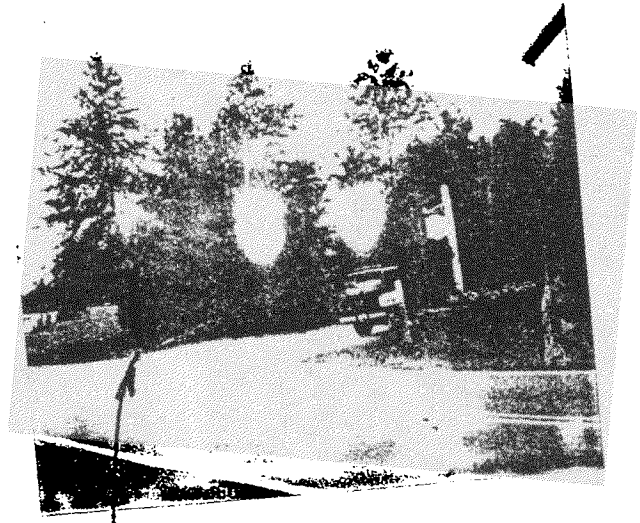
cc: Judy Daniel
Maryland National Capital Park and Planning



PROPOSED



PROPOSED



PROPOSED

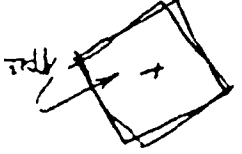
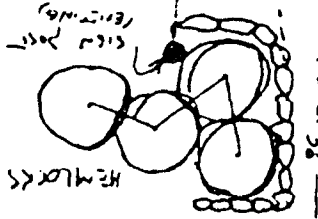
TOWN HALL ANTIQUES

208-1075

THE FRAMER'S VICE

PROPOSED
IGN SITE

GLEN RD



GRAVEL DRAINAGE

CAR PARKING 1 CRKZ

PIKE

SEASON CRKZ

SLICE WITH CRKZ

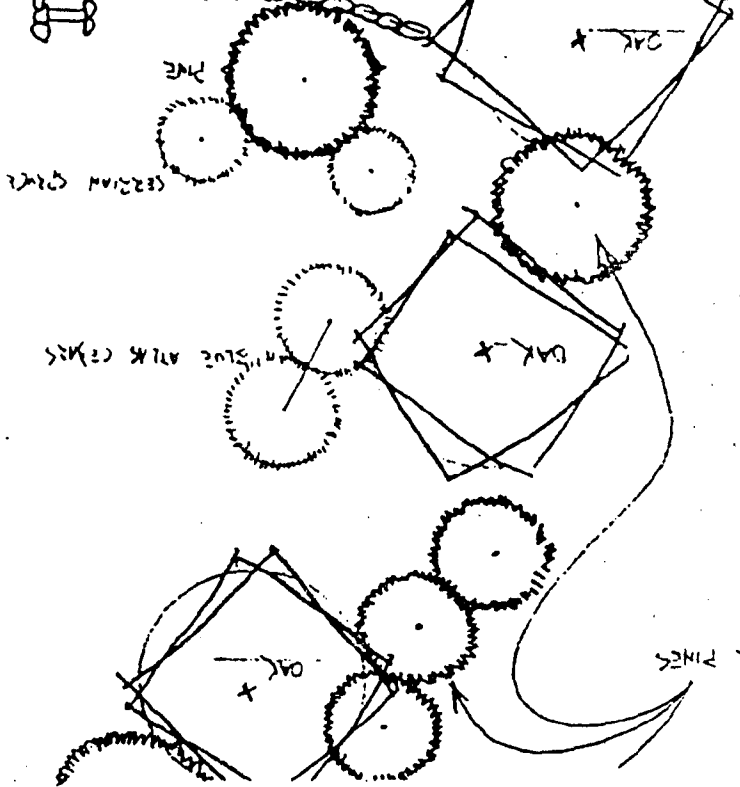
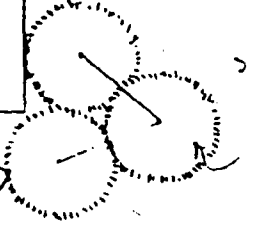
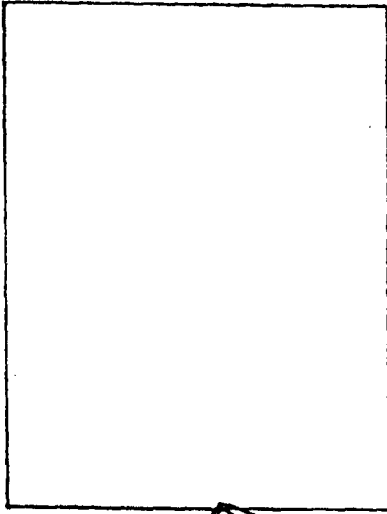
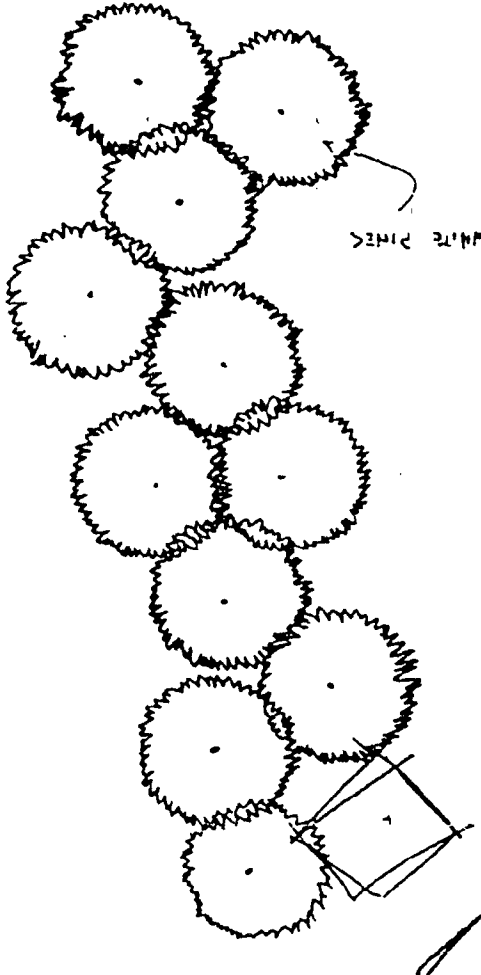
OAK *

OAK *

WHITE PINES

WHITE PINES

OAKS



October 28, 1995

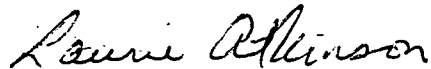
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Werner Office Building, Rm. 217
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Thank you for your time and consideration.



Laurie Atkinson
12808 Glen Road
Travilah, MD 20878
(301) 869-9102

cc: Judy Daniel
Maryland National Capital Park and Planning



REALTY PROS LTD.

7832 WISCONSIN AVENUE
BETHESDA, MD 20814
BUS. (301) 654-3222
FAX (301) 656-2339

Addendum to Lease of September 8, 1995

Landlords: Laurie and Bill Atkinson Tenant: Framers Advice, Inc.

12808 Glen Road, North Potomac, Maryland 20878

* Lease term : ⁶⁰36 months payable at \$ 2,000. per month

* Security Deposit to be \$4,000.

* Purchase offer incentives would be as follows :

- 1.) If purchaser goes to settlement in the first year of the lease term a ^{5%}5% seller contribution of the sales price will go towards allowable closing costs.
- 2.) If purchaser goes to settlement in the second year of the lease term a ^{4%}4% seller contribution of the sales price will go towards allowable closing costs.
- 3.) If purchaser goes to settlement in the third year of the lease term a ^{3%}3% seller contribution of the sales price will go towards allowable closing costs.
- 4. ^{2%}FOURTH YEAR - 2% AND ^{1%}FIFTH YEAR - 1% CONTRIBUTION.

* Purchaser reserves the right for a first option to purchase the property at any time within a 72 hour notification period. If no offer is presented, all available offers will be considered.

* Lease term to commence December 31, 1995 and this may be extended if agreed to by both landlord and tenant.

* BOTH PARTIES AGREE THAT UNTIL THIS LEASE COMMENCES, THE PROPERTY WILL REMAIN AVAILABLE FOR SALE.

Laurie Atkinson
Laurie and Bill Atkinson

Steve Bauman
Steve Bauman, Framers Advice, Inc.

SINGLE FAMILY DWELLING LEASE
MONTGOMERY COUNTY, MARYLAND
CITY OF GAITHERSBURG PROPERTY MUST USE FORM #1211.
CITY OF ROCKVILLE PROPERTY MUST USE MCAR FORM #1209.

THIS LEASE, made on SEPTEMBER 18, 1996 between PERRY TOWNSEND (as Agent for) Landlord (hereinafter referred to as "Landlord" or "Landlord/Agent") and MONTGOMERY TRAILERS, INC. Tenant (hereinafter referred to as "Tenant"). WITNESSETH, that the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, premises known as, 12308 GREEN BOND LEASE PROPERTY 20918 Montgomery County, Maryland, for the term of 36 MONTHS and beginning on the first day of JANUARY 1, 1996 and ending on the last day of DECEMBER 31, 1998 at a total rent of SEVENTY TWO THOUSAND Dollars (\$ 72,000.) payable in equal monthly installments of TWO THOUSAND Dollars (\$ 2,000.) in advance on the first day of each and every month ("Rent Due Date") of said term. If this Lease commences on a day other than the first of the month, the amount of rent to be paid for the balance of said first month shall be apportioned pro rata; thereafter rent shall be paid on the first day of the month as aforesaid. Tenant covenants and agrees to pay said rent as set forth herein. Tenant covenants and agrees to pay said rent to ATLANTIC BILL ATKINSON at TBD

(or at such other place as Landlord may from time to time designate) without diminution, deductions or demand and said obligation to pay rent shall be independent of any other clause herein. Failure to pay said rent at the time specified will constitute default and the Landlord may avail himself of any remedy afforded him under the terms of this Lease and/or applicable law. All sums of money or other charges, including payments for damages and/or repairs, required to be paid by Tenant to Landlord/Agent or to any other person under the terms of this Lease, whether or not the same be designated "rent" or "additional rent," shall be deemed rent and shall be collectible as such. Landlord/Agent shall furnish to Tenant a receipt for all cash or money orders paid by Tenant to Landlord/Agent for rent, security deposit or otherwise.

PRO RATA RENTAL PAYMENTS

1. It is additionally understood and agreed that Tenant is to commence occupancy of the premises on _____, 19____. Tenant is to pay the sum of _____ Dollars (\$ _____) on _____, 19____ as "pro rata" rent for the period _____, 19____ through _____, 19____.

ADDITIONAL CHARGES

2. Landlord/Agent has the right to require that all rental payments be made by money order, cashier's check and/or certified check. Tenant also agrees that in the event Tenant shall fail to pay any installment of rent within ten (10) days beyond the date on which it is due and payable, Tenant shall pay Landlord, in addition to the rent, a late charge in the amount of five percent (5%) of the rent due. Such payment shall be payable as additional rent together with the rent then overdue and in arrears, and acceptance of such payment is not a waiver of the requirement that rent is due on the first day of the month. Nothing herein contained, however, shall constitute a waiver or limitation of Landlord's right to institute legal proceedings for rent, damages and/or repossession of the leased premises for nonpayment of any installment of rent when and as the same becomes due and payable. A service charge (which sum shall not exceed the maximum permitted by state law) of TWENTY FIVE Dollars (\$ 25.) will be automatically made for each instance in which a check is returned unpaid for any reason by the Tenant's bank. However, the ten (10) day late period is NOT a grace period, and the rent is due and payable on the first of each month.

SECURITY DEPOSIT

3. In accordance with the Annotated Code of Maryland, Real Property Article, Tenant has deposited with the Landlord/Agent the sum of FOUR THOUSAND Dollars (\$ 4,000.) receipt of which is hereby acknowledged, which sum does not exceed two (2) months' rent, which is to be held as collateral security and applied on any rent or unpaid water bill that may remain due and owing at the expiration of this Lease, any extension thereof or holding over period, or applied to any damages to the premises in excess of ordinary wear and tear caused by the Tenant, his family, guests, employees, tradespeople, or pets, or other damages and expenses suffered by Landlord as a result of a breach of any covenant or provision of this Lease. Tenant may not utilize the security deposit as rent and he shall not apply the same as the last month's rent.

The security deposit shall be deposited in an escrow account in a federally insured banking or savings system within the State of Maryland and said account shall be devoted exclusively to security deposits; said deposits shall be made within thirty (30) days after receipt of said funds. The Landlord/Agent shall provide the Tenant, within thirty (30) days after the end of the tenancy by first class mail directed to the last known address of the Tenant, a written list of any damages to the premises together with a statement of costs actually incurred. Within forty-five (45) days after the end of the tenancy, the Landlord/Agent shall return the deposit to the Tenant together with simple interest which shall be accrued in the amount of four percent (4%) per annum less any damages rightfully withheld. Interest shall accrue at six (6) month intervals from the day Tenant deposits said collateral security with Landlord/Agent, provided the said security deposit is Fifty Dollars (\$50.00) or more.

Tenant's obligations under this Lease shall not end merely because Tenant ceases to occupy the premises. Repairs required may be so substantial or of such a nature that work will not be completed within the thirty (30) day period following the termination of the tenancy, in which case Tenant shall be notified of projected or estimated costs by the itemized list of damages, to be followed by a statement to Tenant of costs actually spent by Landlord, as soon as Landlord is apprised of such information.

In the event of a sale of the property upon which the premises is situated or the transfer or assignment by the Landlord/Agent of this Lease, the Landlord/Agent shall have the right to transfer the security deposit to the transferee and Landlord/Agent shall be considered released from all liability for the return of the security deposit and the Tenant shall look solely to the new Landlord/Agent for the return of his security deposit. It is agreed that the foregoing shall apply to every transfer or assignment made of the security deposit to a new Landlord/Agent.

In the event of any rightful or permitted assignment of this Lease by the Tenant to any assignee or sublessee, the security deposit shall be deemed to be held by the Landlord/Agent as a deposit made by the assigned or sublessee and the Landlord/Agent shall have no further liability with respect to return to such security deposit to the assignor.



This is the Single Family Dwelling Lease Form recommended by the Montgomery County Association of REALTORS, Inc. This Form is the property of the Montgomery County Association of REALTORS, Inc. and is for use by Members only. Previous edition of this Form should be destroyed.
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POSSESSION

4. If on the date of this Lease another person is occupying the premises and Landlord is unable to deliver possession on or before the commencement of the term of this Lease, Tenant's right of possession hereunder shall be postponed until said premises are vacated by such other person, and the rent due hereunder shall be abated at the rate of one-thirtieth (1/30) of a monthly installment for each day that possession is postponed.

ACCEPTANCE OF PROPERTY

5. The Tenant acknowledges that he has examined the leased premises and his acceptance of this Lease is conclusive evidence that said premises are in good and satisfactory order and repair unless otherwise specified herein. The Tenant further acknowledges that no other agreement has been made to redecorate, repair or improve the premises unless hereinafter set forth specifically in writing. The Landlord will deliver the leased premises in a clean, safe and sanitary condition, free of rodents and vermin, in a habitable condition, and in complete compliance with all applicable laws. Upon written request from Tenant, Landlord/Agent shall promptly provide Tenant with a written list of all damages. Said request must be made within fifteen (15) days of the Tenant's occupancy. Tenant agrees to provide Landlord with a written list of all damages to the premises within fifteen (15) days of occupancy. This list is for information only, and Landlord/Agent shall not be obligated to make any repairs, except as required by law.

USES/AUTHORIZED OCCUPANT

6. The premises will be used solely for residential purposes and be occupied by no more than 3 persons, including children. The following persons and no others, except afterborn children, are authorized by Landlord to reside within the demised premises: _____

Tenant will not use the premises for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable Federal, State, County and local laws and ordinances. Tenant expressly agrees not to allow or permit controlled dangerous substances of any type or paraphernalia used in connection with controlled dangerous substances within the leased premises. Tenant expressly assumes the obligation and affirmative duty of prohibiting his family members and guests from possessing or bringing onto the leased premises any controlled dangerous substance or paraphernalia. Tenant expressly agrees that the use, possession or distribution of controlled dangerous substances or paraphernalia in the leased premises by the Tenant, his family or guests shall constitute a substantial breach of this Lease by the Tenant, which shall entitle Landlord/Agent to terminate this Lease and recover possession of the premises. It is expressly stipulated and agreed to by the Tenant that it will not be a defense to any action for possession resulting from Tenant's breach of this paragraph that the Tenant did not consent to or have knowledge of the presence of the controlled dangerous substances or paraphernalia upon the leased premises by Tenant's family members or guests. This paragraph does not limit any rights Landlord/Agent might have to seek termination of this Lease without a showing of controlled dangerous substances actually being on the premises if vehicular and foot traffic to and from the premises is of such magnitude so as to interfere with the enjoyment of neighbors.

NOTICES

7. Any written notice regarding any of the provisions of this Lease shall be given by _____ on behalf of all other Tenants to Landlord/Agent, and any written notice regarding any of the provisions of this Lease may be given by Landlord/Agent to any one Tenant. All Tenants agree that such notices given or received shall affect and apply, with equal force, to all Tenants, authorized occupants and, if applicable, co-signers and subtenants.

PETS

8. The Tenant shall not be allowed to keep pets on the premises except with the written permission of the Landlord/Agent. Tenants who have pets agree to pay the cost of having the demised premises defleaed and deticked by a professional exterminator, and if carpeted, the carpeting shampooed by a professional cleaner, at the termination of occupancy. Tenant further agrees to pay for any and all damages caused by pets to the premises. Tenant is authorized to have pets [YES [] NO # ALLOWED 2

MAINTENANCE

9. Tenant shall generally maintain the rental dwelling and the garage, shed and other appurtenances, if any, in a clean, sanitary and safe condition. Such maintenance shall include the caulking of bathtubs and sinks; replacement of HVAC filters, fuses, batteries and light bulbs; clearing of gutters, window wells and drainage areas; cleaning of chimneys, fireplaces and pools (as applicable); and cleaning of appliances including, but not limited to, stoves and microwave ovens, refrigerators and freezers, garbage disposals, trash compactors, dishwashers, washing machines, clothes dryers, window air conditioning units, humidifiers and dehumidifiers.

Tenant shall not refinish or shellac the wood floors and shall keep them waxed with pastewax. Tenant shall keep at least 80% of the floor area covered with rugs or carpeting. Tenant shall keep grass, shrubbery and trees cut, trimmed and maintained; shall promptly remove ice and snow from all walks, steps and drives; and shall maintain grounds in good condition. Tenant shall keep the premises heated and turn off water to exterior spigots in cold weather to avoid freezing pipes.

Landlord/Agent shall be responsible for replacement of or repairs to structural elements of the building, major appliances and electrical, plumbing, heating and air conditioning systems. Structural elements include, but are not limited to, the roof, floor and ceiling systems; bearing walls and partitions; columns, lintels, girders and load-bearing beams; foundation systems and footings; all interior stair-carriage systems; all necessary materials required for the joining, support, fastening or attachment of the foregoing items; all components of the exterior designed to prevent infiltration of water (i.e., paint, shingles, siding and trims); and hand railings, steps, sidewalks and driveways.

Tenant shall promptly report to Landlord any problems requiring repairs or replacement beyond general maintenance. Tenant shall not order repairs or replacements without prior approval from the Landlord/Agent. It is further agreed and understood that in the event the items described as Tenant's responsibilities in this lease are not properly maintained in accordance with the terms hereof, after ten days written notice from Landlord/Agent to Tenant of the need for maintenance if the maintenance is not performed, the Landlord/Agent shall have the right to complete the necessary maintenance and charge the Tenant for the expenses up to a maximum of \$50.00 for the actual cost incurred per maintenance item, not to exceed a maximum of \$250.00 for total maintenance costs per annual lease term. The Landlord may consider the failure of the Tenant to maintain the property in accordance with Tenant's responsibilities as a breach of this lease and may elect to terminate this lease. Notwithstanding anything to the contrary herein, Tenant shall be responsible for any costs incurred for repairs or replacements made necessary due to abuse or negligent acts of commission or omission by the Tenant, his family, guests, employees, invitees or pets.



REALTOR

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2 of 6

1994 Printing



Landlord is responsible for maintenance required under Montgomery County Code and incorporates by reference Chapter 8, title "Buildings," Chapter 22, title "Fire Prevention," Chapter 26, title "Housing Standards," and Chapter 59, title "Zoning," as amended, as an express warranty of habitability and covenant to repair.

All charges for repairs of damages to the premises shall be itemized and substantiated upon written request by either party.

RULES AND REGULATIONS

10. Tenant, Tenant's family, guests and employees shall abide by all rules and regulations and all notices governing the property now or hereafter in effect by the N/A (print name of common ownership community, if applicable). A copy of this Lease Agreement shall be submitted to the common ownership community. Any obligation of the owner that affects the use and occupancy of the unit or any common area associated with the unit is enforceable against the Tenant. Tenant acknowledges receipt of a copy of the rules and regulations, and the Declaration, Covenants and Bylaws, where applicable, currently on file in the Depository of the Clerk of the Montgomery County Circuit Court. Failure to cure any violations on the part of the Tenant shall be deemed a breach of this Lease and Tenant shall be responsible for the cost of any fines levied upon the Landlord as a result thereof. Tenant shall return all documents to Landlord/Agent at the end of tenancy or shall be responsible for cost of replacement.

(Initials) GP SP

UTILITIES

11. Tenant shall pay fuel charges, electric, water, sewer use, telephone, cable, and any other utilities for the premises as and when the same shall become due, and make all required deposits therefore. Additionally, Tenant shall be responsible for trash removal charges if that service is provided by a private hauler and the facility is not located in a County collection district. The Tenant agrees to furnish a receipted water bill for the above premises to Landlord/Agent at termination of the Lease, extension or renewals thereof.

SMOKE DETECTORS

12. If any applicable law of any governmental body requires the installation of Smoke Detectors at the time of occupancy of the leased premises by Tenant, Landlord/Agent certifies to Tenant that said Smoke Detectors have been installed and are in proper working condition in accordance with said law prior to Tenant's occupancy. It shall be the responsibility of Tenant to check Smoke Detectors periodically during the tenancy and replace batteries as necessary to keep the Smoke Detectors in proper working condition and to report any malfunctions to or misuse of Smoke Detectors by the Tenant which results in injury or damage to persons or to the leased premises.

ALTERATIONS

13. Tenant, without the prior written permission of the Landlord/Agent, will not remodel or make any structural changes, alterations or additions to the premises; will not paper, paint or decorate; will not install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerator or cooking units, radio or television antennae, subscription or pay television devices; will not drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted); and will not change the existing locks of the premises or install additional locks without written consent of the Landlord/Agent.

VEHICLE PARKING

14. No motor vehicle, trailer or other such vehicle shall be parked on the property without current license plates and said vehicles must be in operating condition. Vehicles may be parked only in garages, driveways, assigned spaces, if provided, or on the street, or as regulated by the Homeowner's Association named in Paragraph 10.

INSURANCE

15. Tenant will do nothing and permit nothing to be done on or about the premises which will contravene any fire insurance policy covering the same. If Tenant's use or occupancy of the premises increases the premium on any fire insurance policy, Tenant shall pay such increases. It shall be the responsibility of the Tenant to obtain an insurance policy which provides public liability coverage and also provides for the protection of Tenant's personal property.

SUBLET/ASSIGNMENT

16. Tenant shall not assign this Lease or sublet the premises or any portion thereof, or transfer possession or occupancy thereof to any other person or persons without the prior written consent of the Landlord/Agent, which consent shall not be unreasonably withheld, provided that the prospective assignee or subtenant satisfies established standards set forth by Landlord for all prospective tenants including, but not limited to, a credit check, rental and employment references and Tenant's payment of \$ N/A service charge defraying Landlord's expenses incidental to processing the application for assignment or subtenancy. In the case of subletting, Tenant may be held secondarily liable for any breach of this Lease by subtenant. This section shall not apply to premises located in a common ownership community that legally restricts or prohibits subletting or assignments.

HOLD HARMLESS

17. Tenant shall indemnify and save Landlord/Agent harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring anywhere on or about the leased premises which is within the exclusive control of the Tenant. Further, Landlord/Agent shall not be liable for any loss or damage to property of Tenant caused by vermin or by rain, storm water or steam that may leak into or flow from any part of the said premises or from any source unless it is the result of Landlord's negligence or violation of law as determined by a court of law. Tenant is entitled to pursue all legal and equitable remedies including reimbursement against Landlord/Agent for any damage sustained by Tenant that is the result of Landlord's negligence as determined by a court of law.

JOINT AND SEVERAL LIABILITY

18. Each Tenant joining herein shall be jointly and severally liable to Landlord/Agent for full performance under each and every covenant and condition of this Lease Agreement and for compliance with applicable law.

INSPECTION

19. Landlord/Agent may enter the premises after due notice to the Tenant and without Tenant's objection in order to examine the same to make necessary repairs, decorations, alterations or improvements or to supply services during normal business hours. Landlord/Agent may enter the premises after due notice to Tenant and without objection from Tenant to exhibit the premises to prospective purchasers, mortgagees, or



BANKRUPTCY

28. In the event the Tenant is adjudicated a bankrupt or makes an assignment for the benefit of his creditors, this Agreement shall, at the option of the Landlord/Agent, terminate, and said premises shall be surrendered to Landlord/Agent, who hereby reserves the right in either of said events to forthwith repossess said premises.

EVICTON ASSISTANCE

29. General information and assistance regarding eviction is available from the Montgomery County Office of Landlord-Tenant Affairs. In the event of eviction by judicial process, Tenant has the right to request, at his own expense or with financial assistance from the County, if such assistance is available, through the Office of Landlord-Tenant Affairs, moving services and storage accommodations by making such request prior to or immediately following the entry of Judgment, provided such services and facilities are not otherwise available to Tenant.

AGENCY

30. The Owner recognizes Penny England / Coldwell Banker as the agent negotiating this Lease and agrees to pay a leasing fee for services rendered amounting to \$ 1 of 12 MONTHS and the Owner hereby authorizes the Agent to deduct the said fee from the proceeds of rentals received by the Agent. EVERY JANUARY OR COMMENCEMENT OF LEASE.

The owner acknowledges _____ as his agent with respect to his lease as the procuring cause thereof. In the event of the sale of this property to the Tenant during his occupancy or within sixty (60) days after termination of this Lease, or extension thereof, the Agent shall be recognized as the procuring cause of the sale and shall be paid a brokerage fee of _____% of the sales price as compensation for his service. Sale shall include sale, exchange, trade, syndication or any similar transaction involving a transfer of ownership.

MANAGEMENT

31. These premises shall be managed by CLEVER (Owner) (Agent). In the event Agent is acting in the capacity of rental agent solely to procure a Tenant, it is understood that all payments hereunder made to Agent will be transferred to Owner and that Agent is acting as a conduit of funds. Accordingly, Owner and Tenant agree that Agent shall not be liable or responsible for the funds after they are transferred to Owner. Owner shall abide by the terms of Paragraph 3 of this Lease Agreement regarding the Security Deposit. Tenant and Owner agree that Agent shall not be liable for any violations or breach by Owner or Tenant of the terms of this Lease or applicable State, County, or local laws.

AUTHORIZATION TO INSTALL KEYBOX

32. The undersigned, Tenant authorizes the Landlord/Tenant, during the last sixty (60) days of this lease or any extension thereof, to install a Key Box on the door of said property for the convenience and use of any real estate salesperson and/or broker who is a Member of the Montgomery County Association of REALTORS®, Inc. to show the property to prospective Tenants/Purchasers, mortgagees, inspectors, contractors, exterminators, appraisers or other necessary parties during normal business hours including weekends except as otherwise may be agreed upon by the parties. Tenant agrees for himself, heirs and assigns to completely indemnify, save and hold harmless said REALTOR® and its brokers, salespeople, cooperating brokers, agents, the Montgomery County Association of REALTORS®, Inc. and all above parties from any and all claim, loss or liability arising from the use of said Key Box unless occasioned by Landlord/Agent's omission, fault, negligence, other misconduct or violation of law as determined by a court of law.

(Initials) _____

CANCELLATION BY TENANT IN INITIAL TERM

33. a. **Reasonable cause beyond tenant control.** The initial term of this Lease may be terminated upon thirty (30) days' written notice prior to the Rent Due Date — to run from the first day of the month through the last day of that same month — to Landlord/Agent due to involuntary change of employment from the Washington-Metropolitan Area, death of major wage earner, unemployment, or for any other reasonable cause beyond Tenant's control. Tenant shall provide Landlord/Agent with written proof of such involuntary change in employment of greater than 25 miles from the Washington-Metropolitan Area (for example, signed military orders or transfer papers signed by employer). If death of major wage earner, unemployment, or other reasonable cause beyond Tenant's control is claimed, Tenant shall specify the specific cause(s) in writing to Landlord/Agent and shall include appropriate evidence thereof. If reasonable cause beyond Tenant's control is claimed other than death of major wage earner or unemployment, Landlord/Agent may verify and accept or reject such claim depending upon the particular circumstances. In the event of termination under this covenant, Tenant shall pay a termination charge equivalent to one (1) month's rent at the rate in effect as of the termination date, or the actual damages sustained by the Landlord, whichever is the lesser amount; the termination charge is to be in addition to rent due and owing through said termination date and rent due during the notice period.

b. **Reason within Tenant control.** If Tenant elects to voluntarily terminate this Lease during the initial term (for example, house purchase, voluntary job change, marriage) two (2) full months' written notice prior to the rent due date to quit and vacate — to run from the first of the month to the last day of the second month — shall be given to Landlord/Agent. Tenant shall be responsible for rent payment during that period. Furthermore, Tenant shall be responsible for reasonable advertising and redecorating expenses, lost rent and other expenses incurred by Landlord/Agent as a result of Tenant's premature termination of this Lease. Landlord/Agent is not obligated to provide Tenant notice that the dwelling unit has been re-rented. Upon re-rental, Tenant will be held secondarily liable for default(s) by subsequent Tenant(s) in the payment of rent during the balance of the initial term of this Lease. Landlord/Agent is under no obligation to rent Tenant's vacant dwelling unit before any other vacant dwelling unit in the rental facility.

RENT INCREASES

34. a. **Frequency and Amount.** After the initial term of this Agreement, Landlord may, from time to time and to the maximum extent permitted by law, increase rent for the demised premises. Rents may only be increased once per twelve (12) month period.

b. **Notice.** Sixty (60) days prior written notice of a rent increase shall be mailed to Tenant at Tenant's last known address; said notice shall also expressly serve as a notice to quit and vacate the premises in the event Tenant does not agree to pay the rent increase. Landlord shall not accept the rent payment less than that called for by the rent increase notice; and, in the event Tenant shall remain in possession on the date the rent increase is to be effective, and shall fail to pay the increased rent and hold over beyond the period specified in the quit and vacate notice, Landlord may immediately file suit to evict Tenant. The amount of rent due during this hold over period will be the increased rent.



c. **Acceptance.** Tenant shall indicate acceptance of Landlord's offer to increase rent by timely payment, in full, of the new rent as specified in the rent increase notice, in which event the notice to quit shall be null and void and the tenancy shall be from month to month. If Tenant does not accept the new rental amount and therefore intends to vacate the premises at the end of the initial term or any extension thereof, Tenant shall so notify the Landlord/Agent within thirty (30) days of the end of this initial term or any extension thereof of his intention to so vacate, and will then vacate in accordance with the Landlord's notice under b above.

MISCELLANEOUS

35. a. The conditions and agreements contained herein are binding on and are legally enforceable by the parties hereto, their heirs, personal representatives, executors, administrators, successors and assigns, respectively, and no waiver of any breach of any condition or agreement contained herein shall be construed to be a waiver of the condition or agreement of any subsequent breach thereof or of this Lease.

b. Tenant acknowledges that the statements and representations made in the signed application for said premises are true; that said statements have induced Landlord/Agent to enter into this Lease; that they are deemed a part of this Lease; and that the falsity of any of them shall constitute a breach hereof and entitle the Landlord/Agent to the same relief as a breach of any other covenant or condition contained herein.

c. This Lease contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. This Lease Agreement has been executed in duplicate and the Tenant acknowledges that a copy thereof was delivered to him at the time the Lease was fully executed.

d. It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is by the courts held to be illegal or in conflict with any law of the state or county where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

e. Feminine or neuter pronouns shall be substituted for those of masculine form, and the plural shall be substituted for the singular number in any place or places herein in which the context may require such substitution. Tenant expressly warrants that he is of legal age and acknowledges that this warranty is being made for the purpose of inducing Landlord/Agent to lease the premises aforementioned.

f. The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

OFFER OF TWO YEAR LEASE

36. Montgomery County law requires Landlords, unless there is a reasonable cause otherwise, to offer all prospective Tenants lease agreements for an initial term of two (2) years. Such an offer may be accepted at the option of the prospective tenant. Prior to entering this Lease, the Tenant hereby acknowledges that (initial and date one option below):

a. I was offered and accepted a two-year lease term by the landlord _____ Date _____

b. I was offered, but rejected a two year lease term by the landlord _____ ✓ _____ Date _____

c. I received a copy of a written statement in which the Landlord asserts and explains a reasonable cause for failing to offer me a two-year initial lease term and advised me of my rights to challenge such statement by filing a complaint with the Office of Landlord-Tenant Affairs. Date _____

37. Tenant may contact the Montgomery County Office of Landlord-Tenant Affairs at (301) 217-3660 to verify that the property is licensed, if required.

ADDITIONAL PROVISIONS

38. Further Provisions and Additions Hereto:

39. Addendum attached Yes No _____ Number of pages 1

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

Landlord/Owner: Rami Robinson

Tenant: Shirley B. Miller

Landlord/Agent: _____

By: _____

Tenant: _____

Address of Agent: _____

Tenant: _____

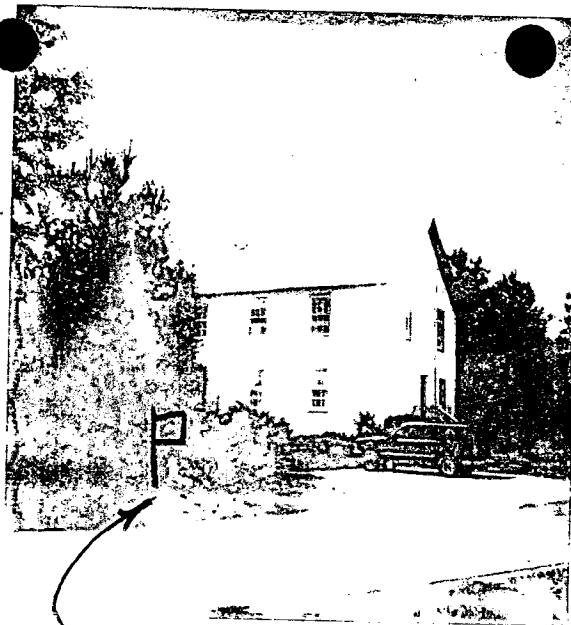
Tenant: _____

Phone: _____

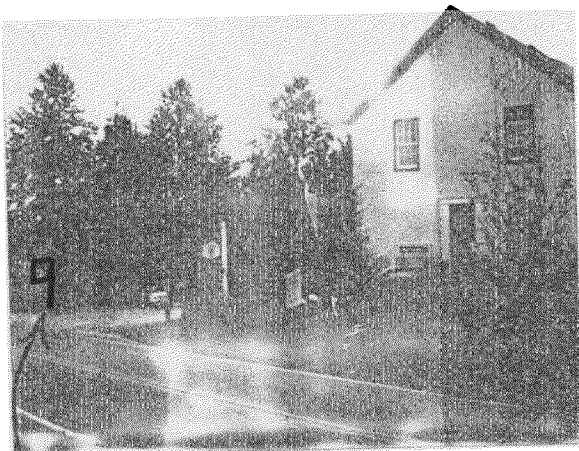


This is the Single Family Dwelling Lease Form recommended by the Montgomery County Association of REALTORS[®], Inc. This Form is the property of the Montgomery County Association of REALTORS[®], Inc. and is for use by Members only. Previous edition of this Form should be destroyed. ©1994 Montgomery County Association of REALTORS[®], Inc.





PROPOSED



PROPOSED



PROPOSED

FRAMERS VICE

~~8006 river road • potomac, maryland 20854 • 301-299-4645~~
12808 GLEN RD, TRAVILAH, MD. 20878
301-208-1075
custom framing • museum presentation

9/13/96

HISTORIC PRESERVATION COMMISSION,
MARYLAND CAPITAL PARK & PLANNING COMM.
VIA DEPT. OF ENVIRONMENTAL PROTECTION
DIVISION OF DEVELOPMENTAL SERVICES & REGULATION
250 HUNGERFORD DR.
ROCKVILLE, MD., 20850

REF: APPLICATION FOR HISTORIC (SITE) WORK PERMIT
TO INSTALL A SIGN IN FRONT OF
THE TRAVILAH TOWN HALL
12808 GLEN RD
TRAVILAH MD, 20878
IN ACCORDANCE WITH SPECIAL EXCEPTION APPLICATION REQUIREMENTS
CASE # S-2195.

TO WHOM IT MAY CONCERN;

PLEASE ACCEPT AND REVIEW THE ENCLOSED RESUBMITTED APPLICATION,
PHOTOS, DRAWINGS & PLANS.

MY PREVIOUS APPLICATION WAS APPROVED BY BOTH H.P.C. AND D.E.P.
(PERMIT # 9511130061 - 12/22/95). THE PLANS, HOWEVER, WERE CONSIDERED
TOO INTRUSIVE IN THE DECISION OF THE BOARD OF APPEALS.

I AM RESUBMITTING PLANS FOR A SIMPLIFIED SIGN AND WOULD
APPRECIATE ANY EFFORT TO EXPEDITE THIS MATTER.

THIS PROPOSAL INVOLVES DUPLICATING THE EXISTING "TRAVILAH TOWN HALL - 1911"
SIGN - SAME SHAPE & COLORS, BUT 1" SMALLER IN EACH DIRECTION.

THIS WILL HANG FROM A SEPARATE IDENTICAL POST FROM THE PRESENT SIGN
(I'VE ALREADY LOCATED THE POST.)

IT WILL READ, AS INDICATED, "TOWN HALL ANTIQUES, 208-1075, THE FRAMER'S
'VICE" AND WILL BE LOCATED, ALLOWING FOR PROPER LEGAL SETBACK REQUIREMENTS,
ON THE NORTH-EASTERN MOST CORNER OF THE PROPERTY.

IT WILL SIT BACK FAR ENOUGH FROM GLEN RD. SO AS NOT TO CAUSE ANY
DISTURBANCE TO TRAFFIC SAFETY AND WOULD NOT BE CONSIDERED VISUALLY
UNSIGHTFUL.

HOPING THAT YOU WILL TAKE THIS MATTER UNDER IMMEDIATE CONSIDERATION,
AS THE ENTIRE PROCESS HAS ALREADY TAKEN TEN MONTHS, I REMAIN,

RESPECTFULLY
SUSAN B. BARNHART

FRAMER'S VICE

~~6906 river road • p. tennae, maryland 20864 • 301-295-4045~~
12808 GLEN RD, TRAVILAH, MD. 20878
301-208-1075
custom framing • museum presentation

9/13/96

HISTORIC PRESERVATION COMMISSION,
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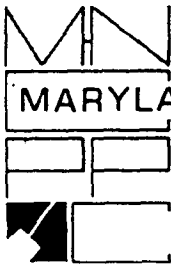
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HOPING THAT YOU WILL TAKE THIS MATTER UNDER IMMEDIATE CONSIDERATION,
AS THE ENTIRE PROCESS HAS ALREADY TAKEN TEN MONTHS, I REMAIN,

RESPECTFULLY,
FRAMER'S VICE

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



DATE: December 7, 1995

MEMORANDUM

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

FROM: Gwen Marcus, Historic Preservation Coordinator
Design, Zoning, and Preservation Division
M-NCPPC

SUBJECT: Historic Area Work Permit

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

Approved Denied

Approved with Conditions: _____

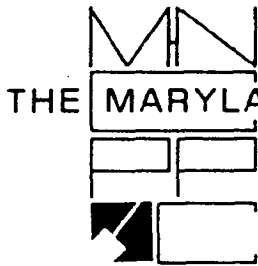
1. All new signage, as shown on plans, shall be painted wood, unlighted and smaller in size than the existing historic site sign.

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

Applicant: Laurie Atkinson/Steve Bauman

Address: 12808 Glen Road; Gaithersburg, Md. 20878

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



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

DATE: December 7, 1995

MEMORANDUM

TO: Historic Area Work Permit Applicants

FROM: Gwen Marcus, Historic Preservation Coordinator
Design, Zoning, and Preservation Division
M-NCPPC

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

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

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

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

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

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

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

Pat

12-4-95

10 a.m.

Steve from Framer's Vice called to say he checked out the existing sign. He doesn't think his sign will be visible from the road because of the trees.

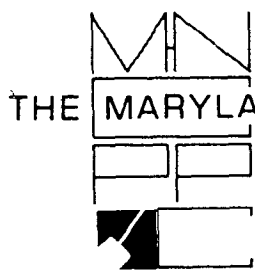
1. Can the sign post be moved?
2. If I move sign it might create traffic blockage
3. Could I make a "T" sign

Please call him at 299-4645.

*would need a revision filed
to the HAWP.*

Steve

Kat
FYI
Jue



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

8787 Georgia Avenue • Silver Spring, Maryland 20910-3760

(301) 495-4605

Montgomery County Planning Board
Office of the Chairman

December 1, 1995

Mrs. Judith B. Heimann, Chairman
Montgomery County Board of Appeals
Stella B. Werner Council Office Building
100 Maryland Avenue
Rockville, Maryland 20850

Re: Special Exception Petition No. S-2195

Dear Mrs. Heimann and Board Members:

At the regularly scheduled meeting of the Planning Board on November 30, we reviewed the special exception application of Steven Bauman to permit an Antique Shop in the RE-2 Zone at 12808 Glen Road in Travilah. After discussion with staff and the applicant, the Planning Board recommends that this application be APPROVED subject to 11 conditions.

This application was originally heard at our November 16 meeting. At that meeting we found problems with the application related to the nature of the use and the safety of the parking situation. We deferred consideration of the application and requested the applicant to return at our November 30 meeting to address these concerns before we reached a decision. The applicant did address our safety concerns through a new parking plan, and we do now recommend approval of this use although we still have concerns regarding the nature of the use. Therefore the Board recommends the addition of conditions 10 and 11, addressing signage and the nature of the requested use, as stated below.

First, in response to citizen concerns regarding the commercial nature of this use, we are particularly concerned that the signage associated with this business be discreet. Therefore, we have recommended in condition 10 that no neon signage be allowed. We understand that the Historic Preservation Commission and Sign Review Board will be reviewing all signage plans and are sure they will share this concern.

Second, we are still somewhat concerned about the nature of this use request. Although this business was approved by the Board of Appeals at another location in 1980, and although the applicant has stated his intent to sell antiques; we believe that a business that

Mrs. Judith B. Heimann
December 1, 1995
Page 2

will primarily do framing, even framing and sales of antique prints and repair of antique frames, is primarily a framing business not an antique shop. We question how the small customer service/sales area indicated on the floor plan shown for this business can legitimately support the sale of antique objects. Therefore our condition 11 requires the applicant to provide sufficient floor area for the sale of antique objects and furnishings, as is commonly expected for an antique shop. Commissioner Baptiste and Chairman Hussmann were particularly concerned with this issue.

Minority Viewpoint

Commissioner Baptiste did not support the motion. She finds it impossible to construe this use as an Antique Shop and believes that the sale of "antiques" has an implication of objects and furniture sales, not prints and frames.

Therefore, in a motion by Commissioner Richardson, seconded by Commissioner Holmes, with Commissioner Aron and Chairman Hussmann voting in favor of the motion, and with Commissioner Baptiste against the motion, the Planning Board recommends that this special exception application be approved subject to the following conditions:

1. The applicant is bound by all submitted statements and plans.
2. Approval of a landscape and parking plan by the M-NCPPC technical staff, to include sufficient space for an automobile turnaround area.
3. Approval of any exterior changes, including identification sign, by the Historic Preservation Commission and Sign Review Board. Any sign must be limited to an identification sign.
4. Approval of driveway access permit by Montgomery County DOT.
5. No merchandise may be displayed outdoors.
6. No yard sales may be permitted in connection with the special exception use.
7. Hours of operation shall be limited to 9-5, Tuesday through Saturday.
8. Sale of merchandise shall be limited to antiques. Print and painting restoration and framing are permitted as an appropriate adjunct service.
9. The special exception use shall be limited to the area noted on the submitted floor plan, and the remainder of the building shall be used for residential purposes.

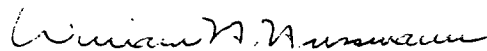
Mrs. Judith B. Heimann

December 1, 1995

Page 3

10. No neon signage may be used to advertise this use, either inside or outside the structure.
11. Sufficient sales/customer service area shall be provided to legitimately operate an antique sales business; and antique sales must constitute a significant proportion of this business operation.

Sincerely,



William H. Hussmann
Chairman

WHH:JD:ds

cc: Design, Zoning, and Preservation Division



MCPB
Item #24
11/16/95

MEMORANDUM

DATE: November 7, 1995
TO: Montgomery County Planning Board
FROM: Judy Daniel, AICP, for the Planning Department
(301/495-4570)

REVIEW TYPE: Special Exception
APPLYING FOR: Antique Shop
APPLICANT: Steven Bauman
PROJECT NAME: Framer's Vice
CASE NUMBER: S-2195
REVIEW BASIS: Advisory to the Board of Appeals, Chapter 59 Zoning Ordinance

ZONE: RE-2
LOCATION: 12808 Glen Road, North Potomac
MASTER PLAN: Potomac Subregion

FILING DATE: September 18, 1995
PLANNING BOARD REVIEW: November 16, 1995
PUBLIC HEARING: December 6, 1995, at Board of Appeals

STAFF RECOMMENDATION: APPROVAL with conditions:

1. The applicant is bound by all submitted statements and plans.
2. Approval of a landscape and parking plan by the M-NCPPC technical staff.
3. Approval of any exterior changes, including identification sign, by the Historic Preservation Commission and Sign Review Board. Any sign must be limited to an identification sign.
4. Approval of driveway access permit by Montgomery County DOT.

SUMMARY OF ISSUES: We find no significant issues regarding this application. Several minor issues are discussed in the body of the report.

PROPOSAL DESCRIPTION

Neighborhood Description - This is generally an area of mixed rural and low density, large lot residential uses. In the immediate vicinity of the applicant site there is a small shopping area, open farmland, and large lot subdivisions of very large homes.

Site Description - This is a small level lot containing one structure. The structure is a historic site and was originally built as the Travilah Town Hall. It is located on Parcel 616, an approximately 5000 square foot lot near the Travilah shopping center at Travilah and Glen Roads. This site contains a small graveled parking area adjacent to the structure.

Elements of Proposal - The applicant is requesting a special exception to continue an antique business that has operated under special exception permit (S-550) for twenty years at another location. He wishes to relocate his shop from its present location at 9906 River Road (near the Potomac town center at River Road and Falls Road) to a house he will be renting at 12808 Glen Road in Travilah. A statement of approval for this use from the property owner is in the file.

The application requests operating hours from 9-5, Tuesday through Saturday, and would have one part-time employee in addition to the owner. The shop would be located on the first floor, and the applicant would live on the second floor. The actual sales and consultation area would be approximately 153 square feet, with the residual portion of the first floor used for storage and a workshop. The site contains existing parking for up to five cars. The shop specializes in art and museum preservation, including custom framing. In support of the request the applicant states:

"I believe that I have demonstrated, over the last twenty years, that I run a legitimate operation and I have contributed to the growth of the community. I have not, in any way, created any disturbance or disruption in the traffic flow. Nor have I taken away anything from the old village charm of Potomac. On the contrary, I believe that I have been, and continue to be, an asset to the community....The atmosphere in Travilah blends well with the kind of environment that I have created in Framer's Vice in Potomac.

I am an artist whose workmanship has been well received by the people of Potomac. I have pride in my craft and would very much like to continue it in the area. Granting this special exception would make this possible."

ANALYSIS

Master Plan - This use does not conflict with any aspects of the applicable Potomac Subregion Master Plan.

Zoning - Parking requirements for a retail use are 5 spaces for each 1,000 gross leasable square feet; although all storage space that exceeds 35% of the total gross leasable area is excluded in calculating the number of required parking spaces. Thus this use would require 5 parking spaces: 3 for the retail use and 2 for the residential use. This calculation is based on a retail area of 1200 square feet (first floor) of which 153 square feet is used for sales/consultation area and 35% of the residual area used for storage and workshop space.

Thus this use would not fall under the parking facility requirements, as it contains less than 6 parking spaces. However, it is subject to the screening requirements of 59-E-2.91 which are applicable for off-street parking facilities for special exception uses in one-family residential zones whenever 3 or more spaces are provided. However, staff finds that the existing screening around the parking area should be sufficient, and we recommend that no additional screening be required as allowed in Section 59-E-2.91(e). The parking area is partially screened from adjacent property to the north by the building structure, and from the commercial property to the south by an evergreen hedge. Screening along the roadway access would interfere with safe vehicle sight distance.

The existing parking area, although located out of the existing Glen Road right-of-way, is within the Master Plan for Roads designated right-of-way of 70 feet. However there are no contemplated plans for widening Glen Road in this area, and any additional right-of-way acquisition would affect the historic structure as well, as it is built very close to the road. Even if the parking area were found to be within the right-of-way, we would recommend that the applicant request a waiver from DEP to accommodate this existing situation in order to better protect the historic character of this site, and avoid the creation of additional impervious surface on this small lot.

This existing lot is an unsubdivided parcel of approximately 5000 square feet, smaller than the minimum size for the zone. Therefore it does not meet zoning standards. However, since this is an existing structure, it is grandfathered and deemed in compliance unless a modification to the structure is requested. This application does not request any modifications.

Historic Preservation - This structure is located on the Master Plan for Historic Preservation's Site #25/10-1 and any exterior changes, including signage, must be reviewed by the Historic Preservation Commission.

S-2195

Traffic - The proposed Antique Shop operation would not generate any significant traffic volumes which would impact on the existing roadway system in this area. The subject site is located in the rural area where there are no traffic capacity issues due to relatively light existing traffic volumes. The site is located approximately 500 feet from the intersection of Travilah Road and Glen Road, where the traffic operation is controlled by four-way stop signs. Field observation indicates no sight-distance problem at this location and we do not foresee any problem with continued use of the existing parking spaces at the site.

The applicant will need to obtain a driveway access permit from Montgomery County DOT for this change of use from a residential to a mixed residential/special exception commercial use.

Environmental - There are no environmental issues that affect this site as no exterior changes are proposed.

Subdivision and Design Issues - Subdivision compliance not required because no modifications to the structure are requested.

Citizen Concerns - Staff has received no comments regarding this proposed use.

Compliance with Specific and General Special Exception Provisions - With the conditions noted, the application meets all specific and general special exception criteria.

Conclusions - We recommend approval of this use with the conditions noted at the beginning of this report.

JD:ds\G:\zoning\judy\S-2195.rpt

Attachments

Compliance with Specific and General Special Exception Provisions

Sec. 59-G-2.04. Antique shops.

In areas of rural character, an antique shop may be allowed in an existing building or part of an existing building; provided that:

- (a) the original character of the building shall be maintained;

The exterior of the building is not to be modified.

- (b) such use shall not constitute a nuisance because of traffic, noise, type of physical activity or any other element which is incompatible with the character of the surrounding neighborhood; and

This use should not be a nuisance due to these factors.

- (c) signs shall be limited to identification signs; the location and design of the signs shall be subject to approval of the Board of Appeals.

The applicant is aware of this restriction, and that the HPC will need to approve any sign.

Sec. 59-G-1.2. Conditions for granting.

59-G-1.21. General conditions.

- (a) A special exception may be granted when the board, the hearing examiner, or the district council, as the case may be, finds from a preponderance of the evidence of record that the proposed use:

- (1) Is a permissible special exception in the zone.

The use is so allowed.

- (2) Complies with the standards and requirements set forth for the use in division 59-G-2.

The use complies with these standards.

- (3) Will be consistent with the general plan for the physical development of the district, including any master plan or portion thereof adopted by the Commission.

The proposed use is consistent with all applicable master plans.

- (4) Will be in harmony with the general character of the neighborhood considering population density, design, scale and bulk of any proposed new structures, intensity and character of activity, traffic and parking conditions and number of similar uses.

The use will be in harmony with the neighborhood considering these criteria.

- (5) Will not be detrimental to the use, peaceful enjoyment, economic value or development of surrounding properties or the general neighborhood; and will cause no objectionable noise, vibrations, fumes, odors, dust, glare or physical activity.

The use will not have a detrimental effect for any of these reasons.

- (6) Will not, when evaluated in conjunction with existing and approved special exceptions in the neighboring one-family residential area, increase the number, intensity or scope of special exception uses sufficiently to affect the area adversely or alter its predominantly residential nature. Special exception uses in accord with the recommendations of a master or sector plan are deemed not to alter the nature of an area.

The use will not adversely affect the residential nature of its location.

- (7) Will not adversely affect the health, safety, security, morals or general welfare of residents, visitors or workers in the area;

The use will not have such adverse effect on the area or its residents.

- (8) Will be served by adequate public services and facilities including schools, police and fire protection, water, sanitary sewer, public roads, storm drainage and other public facilities.

The use is adequately served with public services and facilities.

When making this finding for a special exception use that does not require Planning Board approval of a preliminary plan of subdivision, the Board of Appeals must take into account the Planning Board advice as stated in its report and recommendation in accordance with section 59-A-4.48(b)(2).

ZONING MAP

E-2

SITE →

RE-2

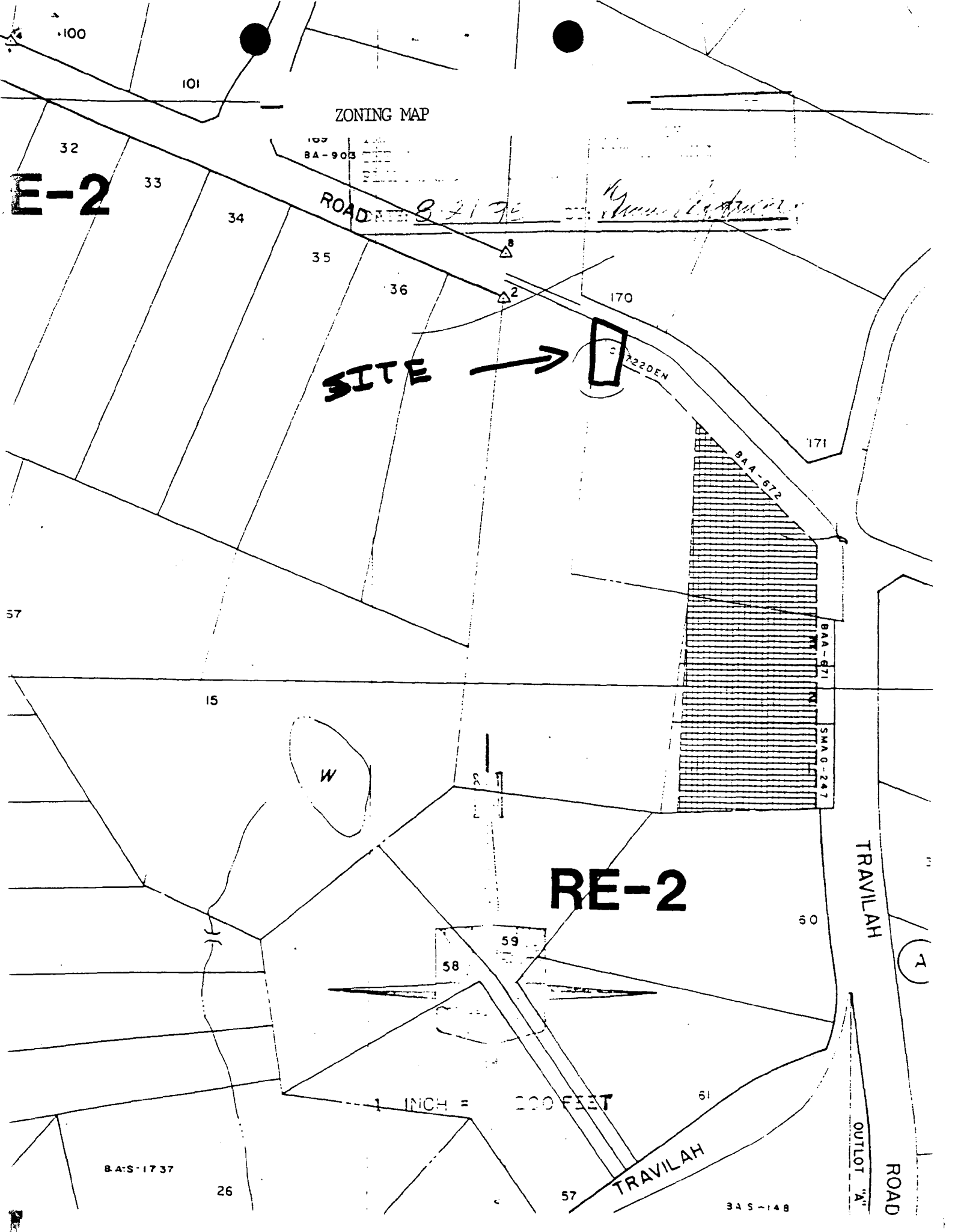
ROAD DATE: 8-21-75

Handwritten signature

1 INCH = 200 FEET

B.A.S-1737

345-148



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101

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170

171

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W

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59

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ROAD

TRAVILAH

OUTLOT "A"

TRAVILAH

BA-903

722 DEN

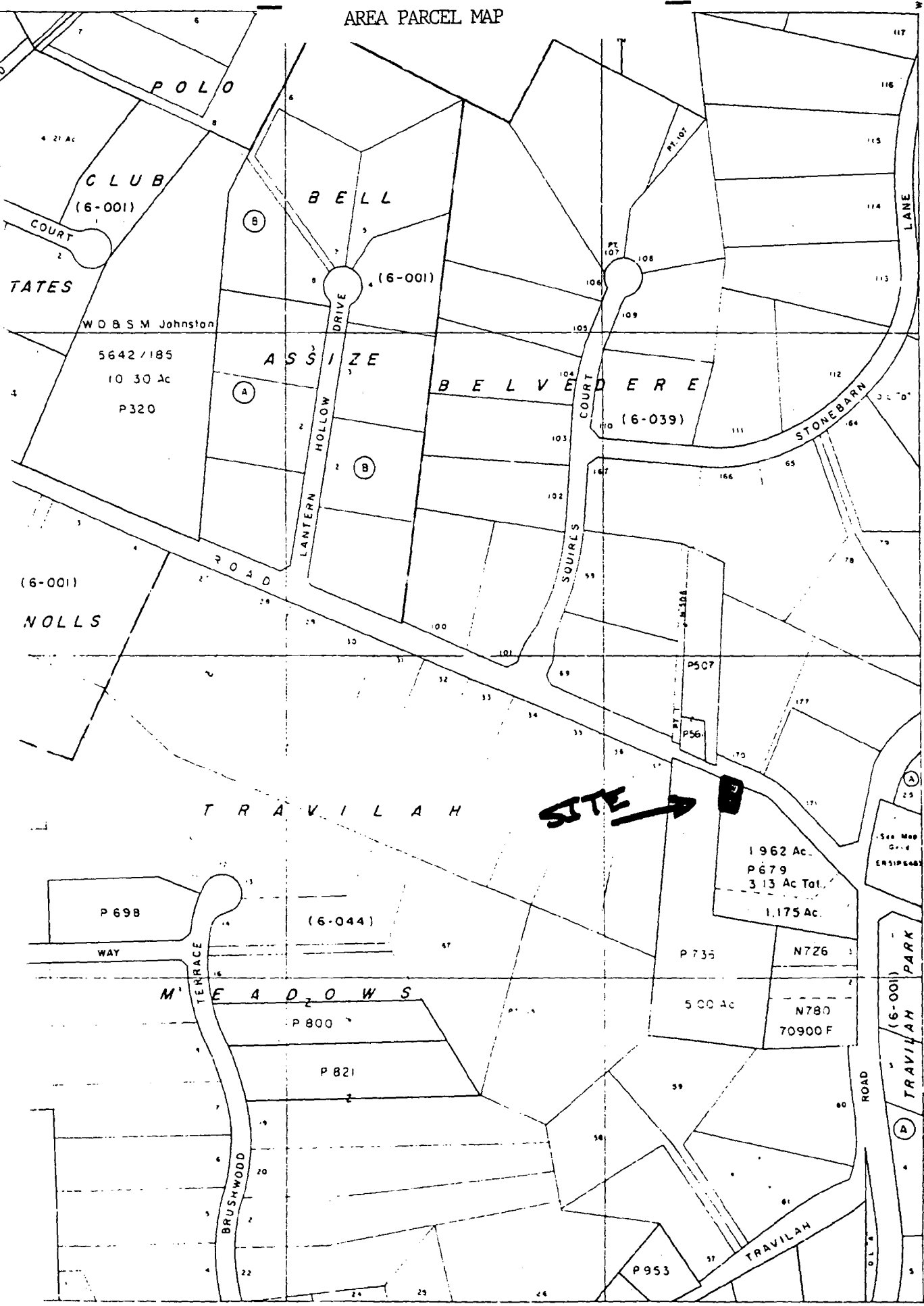
BAA-572

BAA-571

SMAO-247

AREA PARCEL MAP

W72000
N68000
45



RI

SITE →

F4

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Published by
TRW REDI

EXPEDITED HISTORIC PRESERVATION COMMISSION STAFF REPORT

Address: 12808 Glen Road

Meeting Date: 12/06/95

Resource: Travilah Town Hall, Potomac
Master Plan Site #25/10-1

Public Notice: 11/22/95

Case Number: 25/10-1-95A

Report Date: 11/29/95

Review: HAWP

Tax Credit: No

Applicant: Laurie Atkinson

Staff: Patricia Parker

DATE OF CONSTRUCTION: 1910

SIGNIFICANCE: Individual Master Plan Site
 Within a Master Plan Historic District
 Outstanding Resource
 Contributing Resource
 Non-Contributing/Out-of-Period Resource

ARCHITECTURAL DESCRIPTION: 2-1/2 story rectangular building on fieldstone foundation with stucco walls built to serve the rural community of Travilah by the Travilah Hall Company of Montgomery County. The building sits on a .10 acre lot in Potomac.

PROPOSAL: 1) To enlarge the existing unlighted painted wood sign (which indicates the name and date of the building) by adding other signs for business purposes. The location of the new sign would be unchanged and is in conformance with other County sign ordinances. Approval by the Board of Appeals for Special Exception is pending.

RECOMMENDATION: Approval
 Approval with condition:

1. All new signage, as shown, shall be painted wood, unlighted and smaller in size than the existing historic site sign.

Approval is based on the following criteria from Chapter 24A of the Montgomery County Code, Section 8(b): The commission shall instruct the director to issue a permit, or issue a permit subject to such conditions as are found to be necessary to insure conformity with the purposes and requirements of this chapter, if it finds that:

1. The proposal will not substantially alter the exterior features of an historic site, or historic resource within an historic district; or

- _____ 2. The proposal is compatible in character and nature with the historical, archeological, architectural or cultural features of the historic site, or the historic district in which an historic resource is located and would not be detrimental thereto or to the achievement of the purposes of this chapter; or

- _____ 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, archeological, architectural or cultural value of the historic site or historic district in which an historic resource is located; or

- _____ 4. The proposal is necessary in order that unsafe conditions or health hazards be remedied; or

- _____ 5. The proposal is necessary in order that the owner of the subject property not be deprived of reasonable use of the property or suffer undue hardship; or

- _____ 6. In balancing the interests of the public in preserving the historic site, or historic resource located within an historic district, with the interests of the public from the use and benefit of the alternative proposal, the general public welfare is better served by granting the permit.

APPLICATION FOR HISTORIC AREA WORK PERMIT

Mail To! 806 RIVER RD, POTOMAC MD 20854

CONTACT PERSON STEVEN BAUMAN
DAYTIME TELEPHONE NO. (301) 2994645

TAX ACCOUNT # _____

NAME OF PROPERTY OWNER LAURIE ATKINSON DAYTIME TELEPHONE NO. (301) 869 6106

ADDRESS 12808 GLEN RD GAITHERSBURG MD 20878
CITY STATE ZIP CODE

CONTRACTOR _____ TELEPHONE NO. ()

CONTRACTOR REGISTRATION NUMBER _____

AGENT FOR OWNER STEVEN BAUMAN DAYTIME TELEPHONE NO. (301) 299 4645

LOCATION OF BUILDING/PREMISE

HOUSE NUMBER 12808 STREET GLEN RD

TOWN/CITY GAITHERSBURG NEAREST CROSS STREET TRAVILAH RD

LOT _____ BLOCK _____ SUBDIVISION _____

LIBER 5530 FOLIO 638 PARCEL P616 MAP ER 341

PART ONE: TYPE OF PERMIT ACTION AND USE

1A. CIRCLE ALL APPLICABLE: Construct Extend Alter/Renovate Repair Move Porch Deck Fireplace Shed Solar Woodburning Stove
Wreck/Raze Install Revocable Revision Fence/Wall (complete Section 4) Single Family Other SIGN

1B. CONSTRUCTION COST ESTIMATE \$ 300

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/assessment _____

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.

Steven Bauman Signature of owner or authorized agent 11/10/95 Date

APPROVED _____ For Chairperson, Historic Preservation Commission

FRAMERS' VICE

9906 river road • potomac, maryland 20854 • 301-299-4645

custom framing • museum presentation

11/10/95
HISTORIC PRESERVATION COMMISSION, MARYLAND NAT'L CAP. PK & PLAN. COMM.
VIA DEPT OF ENVIRONMENTAL PROTECTION
DIVISION OF DEVELOPMENT SVCS & REGULATION
250 HUNGERFORD DR
ROCKVILLE, MD, 20850

RE: APPLICATION FOR HISTORIC (SITE) WORK PERMIT
TO EXTEND THE EXISTING SIGN IN FRONT OF
THE TRAVILAH TOWN HALL, 12808 GLEN RD IN TRAVILAH
SPECIAL EXCEPTION # S2195

TO WHOM IT MAY CONCERN;

PLEASE ACCEPT AND REVIEW THE ENCLOSED APPLICATION, PHOTOS,
DRAWINGS & PLANS

MY SPECIAL EXCEPTION APPLICATION, ON FILE WITH MONTGOMERY
COUNTY'S BOARD OF APPEALS, IF APPROVED, WOULD ALLOW ME TO LIVE
AND WORK IN THE ABOVE HOUSE, WHICH IS ALREADY LISTED AS AN
HISTORIC SITE.

THE ENCLOSED ASKS PERMISSION TO ADD TO (EXTEND) THE EXISTING
SIGN FOR THE PROPOSED ANTIQUE SHOP AND RELATED CUSTOM FRAMING
BUSINESS.

AS THE DRAWING SHOWS, I WOULD LIKE TO DUPLICATE THE EXISTING
"TRAVILAH TOWN HALL 1911" SIGN - SAME SIZE + COLOR + SHAPE (2 SIDED),
HANG IT BELOW THE PRESENT SIGN TO BE SEPARATED BY A 6"X24"
"ANTIQUES" AND FOLLOWED BELOW BY ANOTHER 6"X24" "FRAMEMAKER"
THE SIGN NOW SITS BACK FAR ENOUGH FROM GLEN ROAD THAT THE
PROPOSED CHANGE WOULD NOT CAUSE ANY DISTURBANCE TO TRAFFIC VISIBILITY.
KEEPING WITH THE EXISTING DESIGN, IT WOULD NOT BE CONSIDERED VISUALLY
UNSIGHTFUL.

RESPECTFULLY SUBMITTED

Sharon Ballou

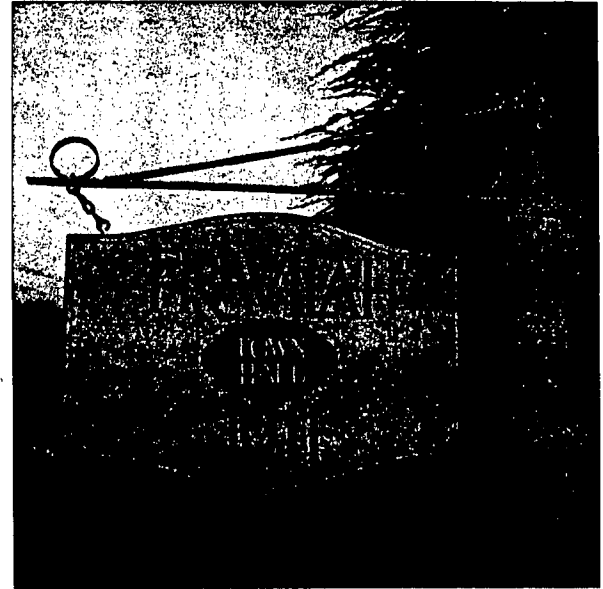
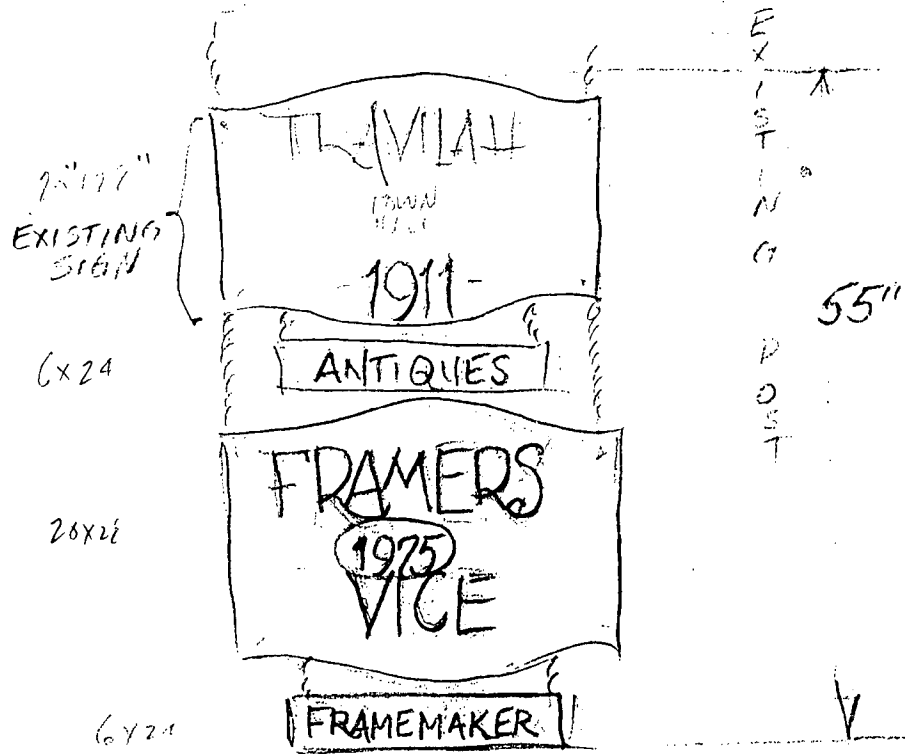
BOARD OF APPEALS FOR MONTGOMERY COUNTY, MARYLAND

LIST OF ADJOINING AND CONFRONTING PROPERTY OWNERS
(Please see information on reverse side)

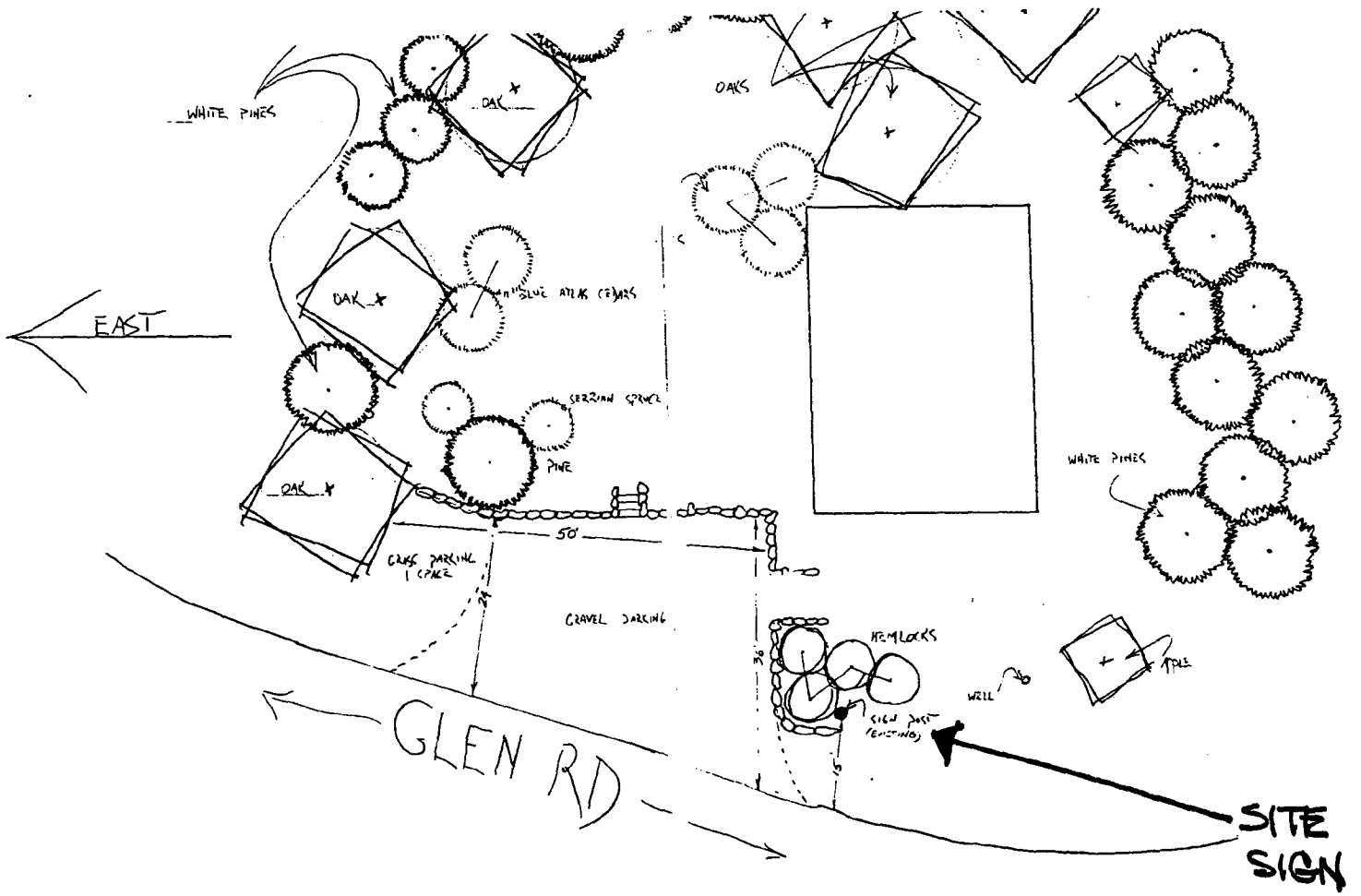
NAME	ADDRESS (Please add Zip Code)	LOT	BLOCK
ONROE DEVELOPMENT CORP.	8130 BOONE BLVD VIENNA, VA 22180	06-2752 LOT 170	203 12805 GLEN RD
MONTGOMERY RD LTD. PARTNERSHIP GREENBAUM ROSE ASSOC.	816 CONN. AVE N.W. 12TH FL. WASH. DC 20006	06 003 97846 PARCEL 736	
SAME AS ABOVE	SAME AS ABOVE	06 03 003 705 PARCEL 679	12960 TRAVILAH RD
TRAVILAH BAPTIST CHURCH MT. CO. TRUSTEE	12811 GLEN RD GAITHERSBURG, MD, 20878	06 004 04998 PARCEL 507	
BAPTIST CHURCH JONES LA.	JONES LANE GAITHERSBURG, MD, 20874	06 357871 PARCEL 691	
POTOMAC TIZENS ASSOC.	Robbie Milberg 14021 Saddle River Dr Gaithersburg Md 20878		
	Fred Ward		Robbie Milberg 340-3315



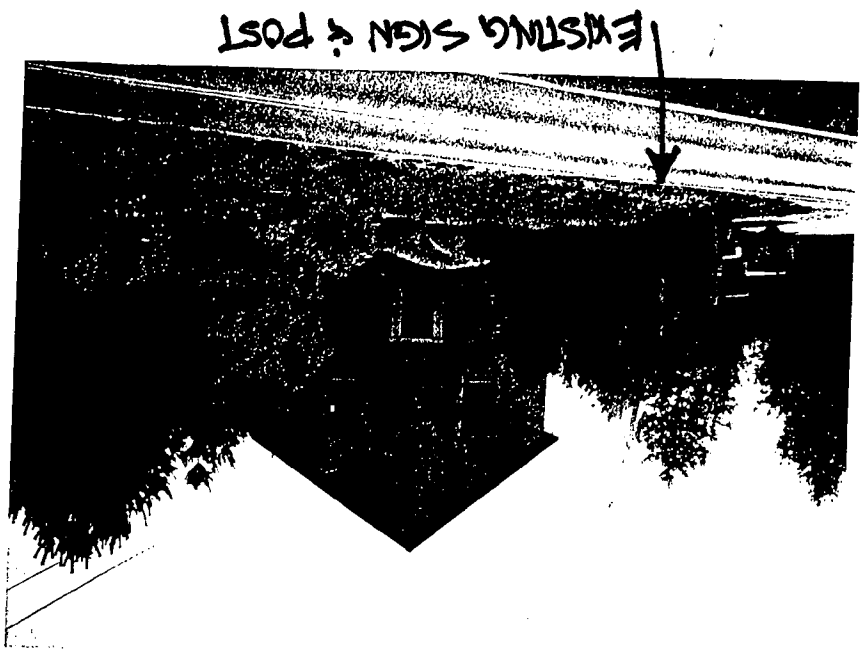
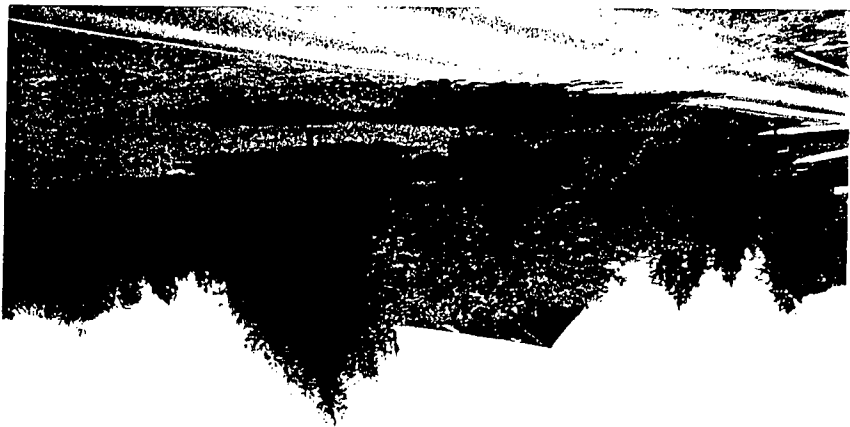
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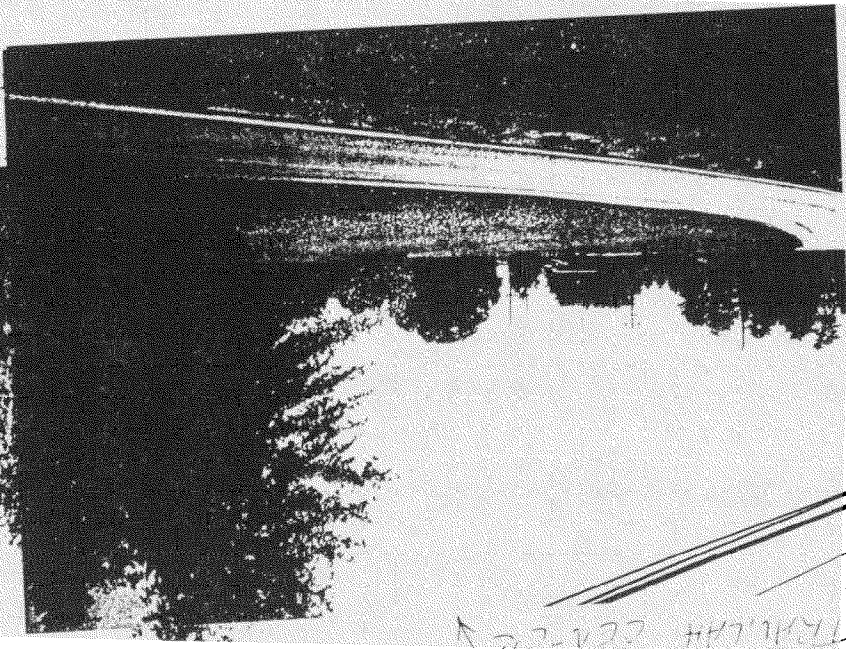
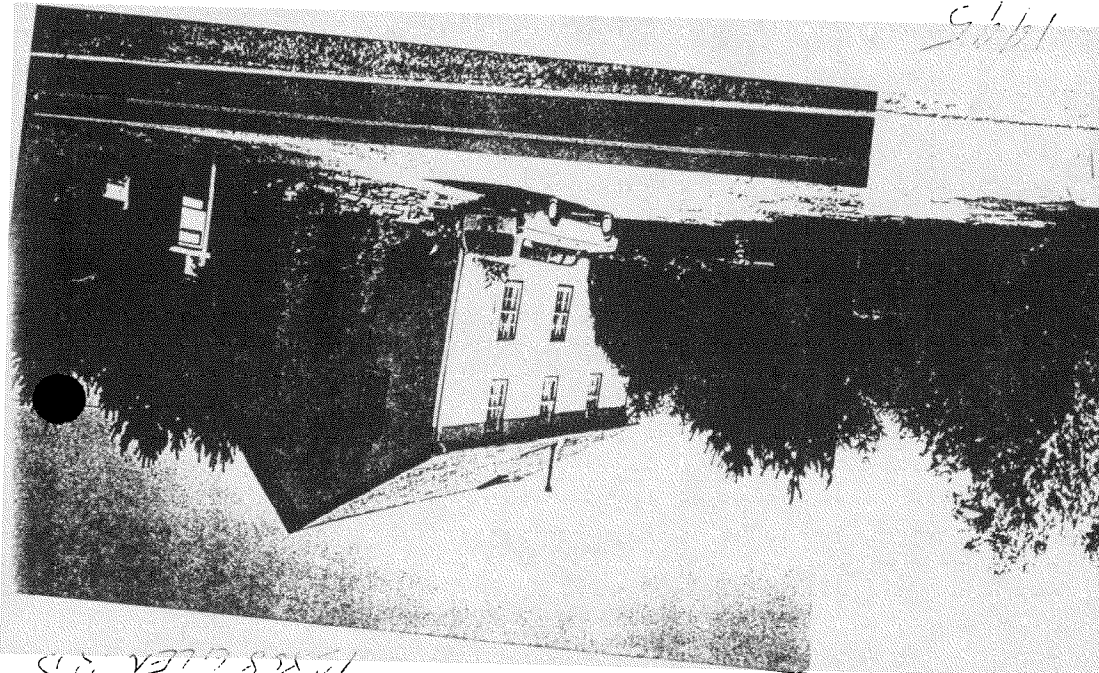
20x28



LANDSCAPE PLAN FOR 4209 GLEN RD, TRAVLER M, SHOWING ALL MAJOR LINES OF LOT SCALE 1/4" = 1'



60

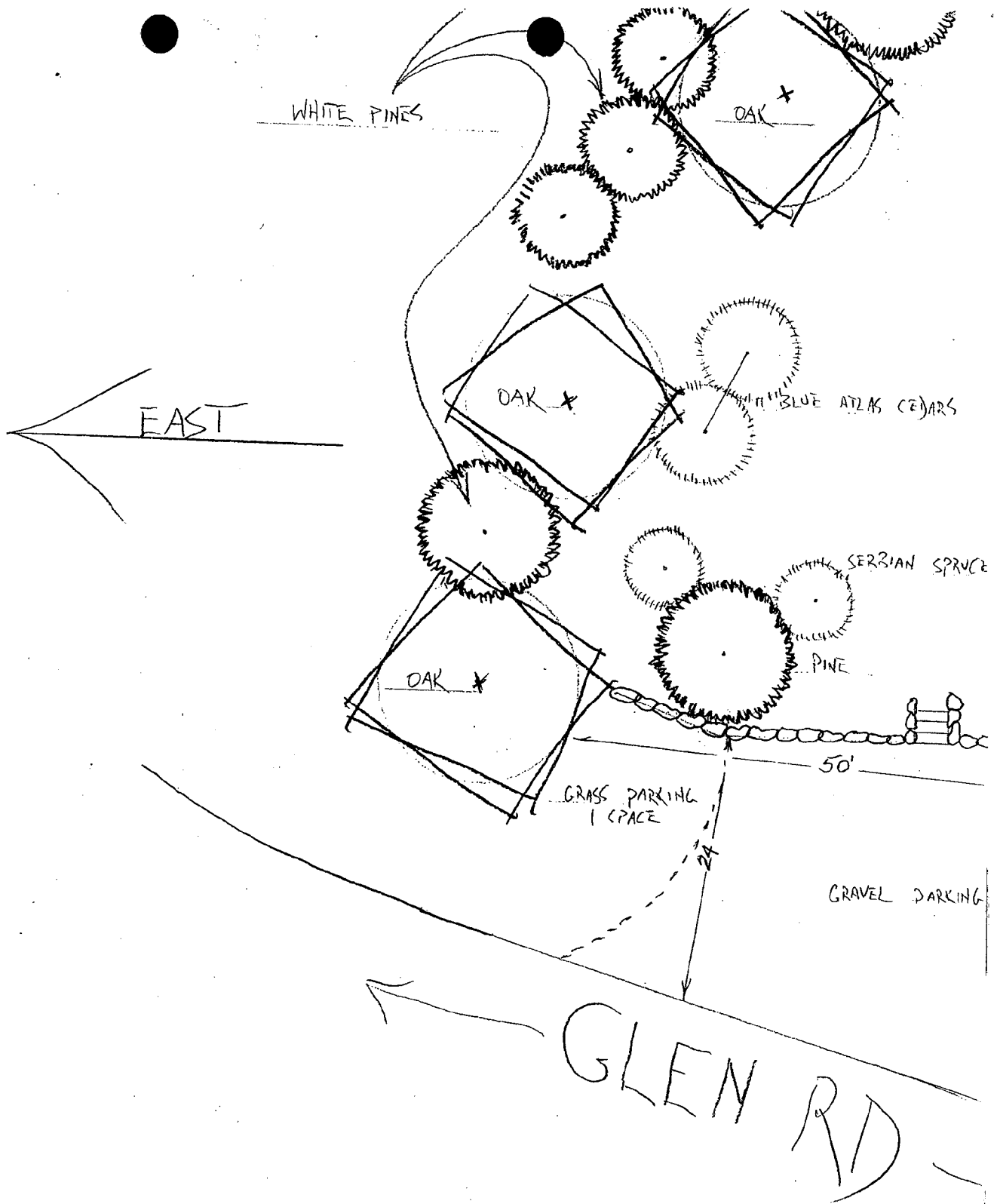


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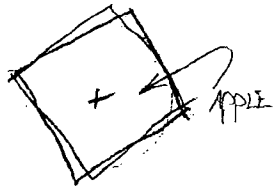
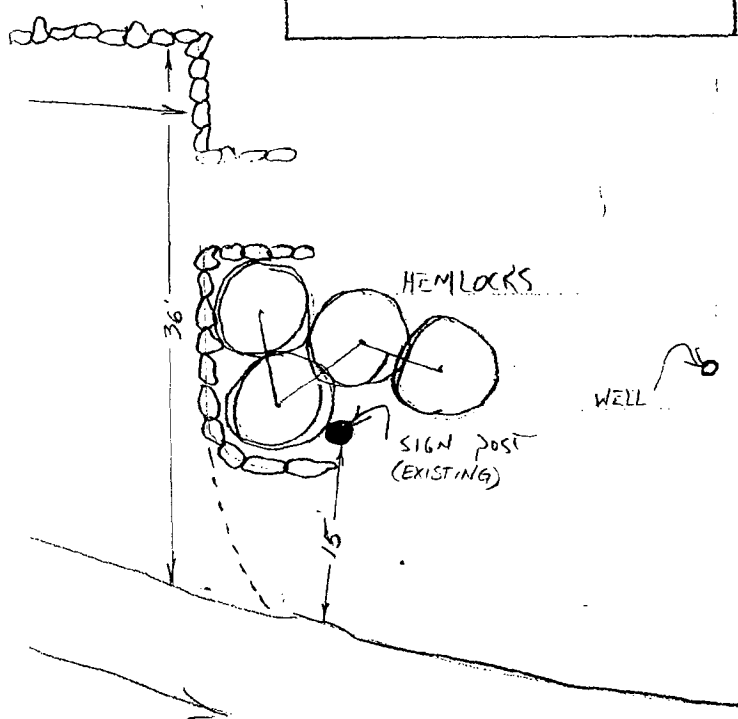
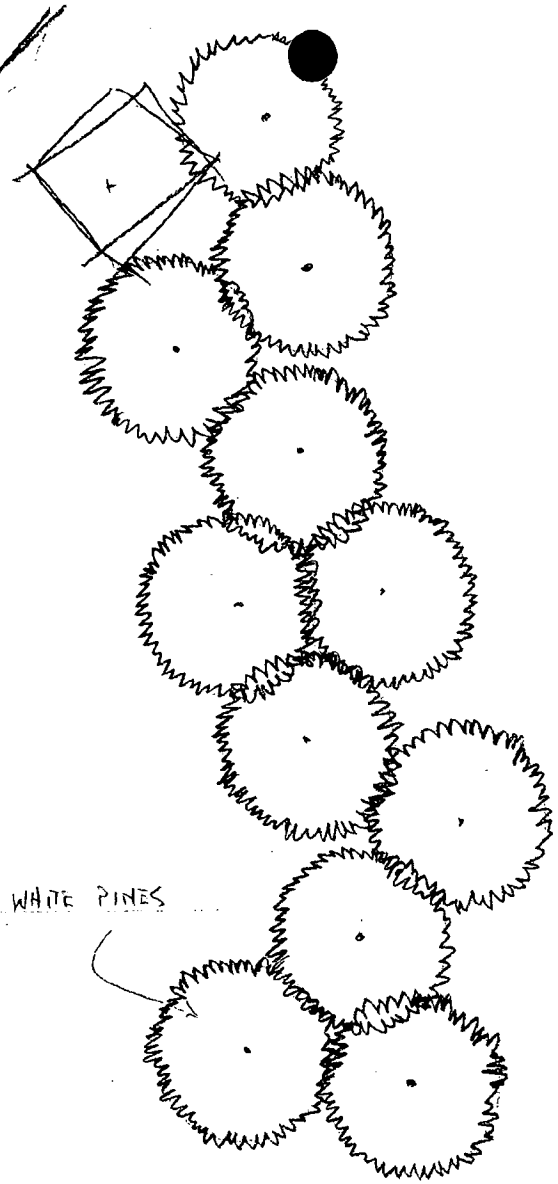
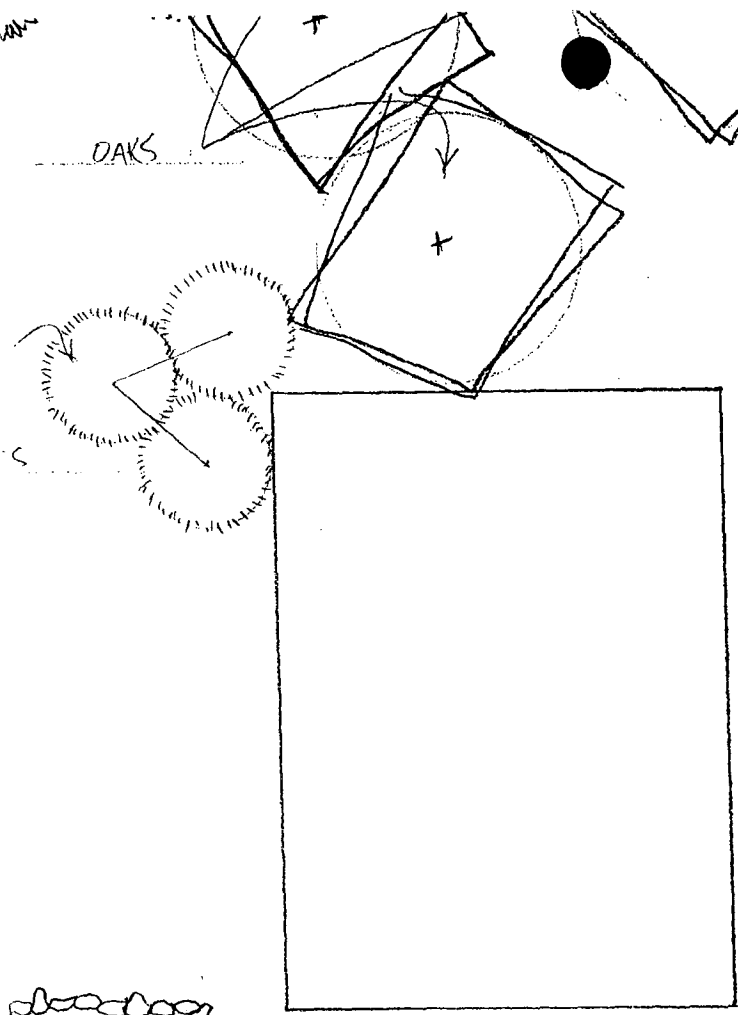
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17008 6161 RD

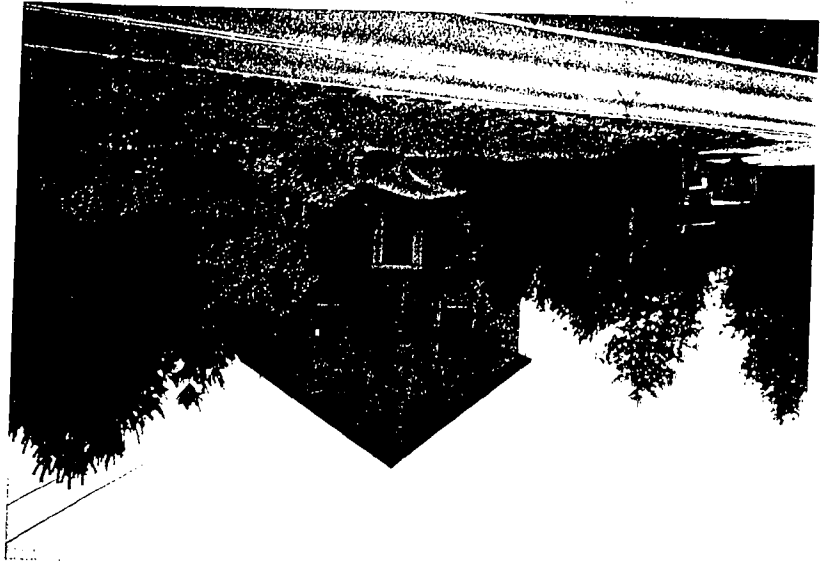
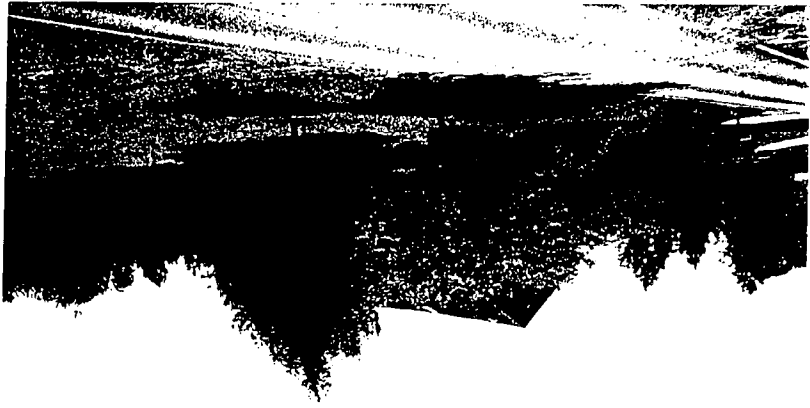
TRAILHEAD CLEARANCE



LANDSCAPE PLAN FOR 12809 GLEN RD, TRIVOLI MA, SHOWING ALL MAJOR TREES ON

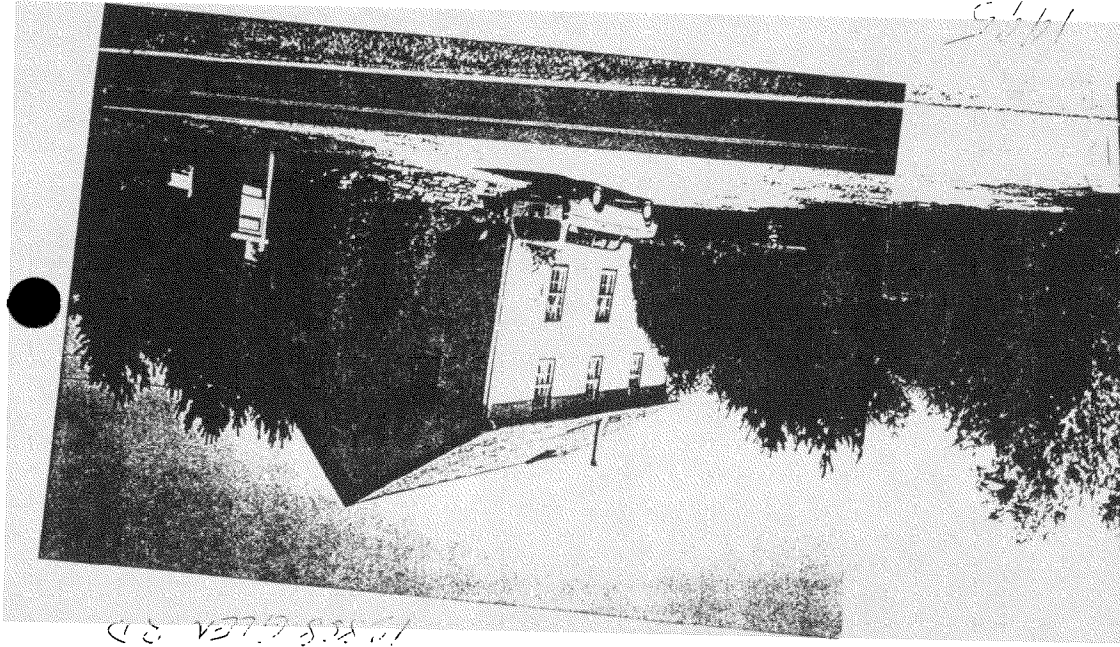


VERTY SCALE $\frac{1}{8}'' = 1'$

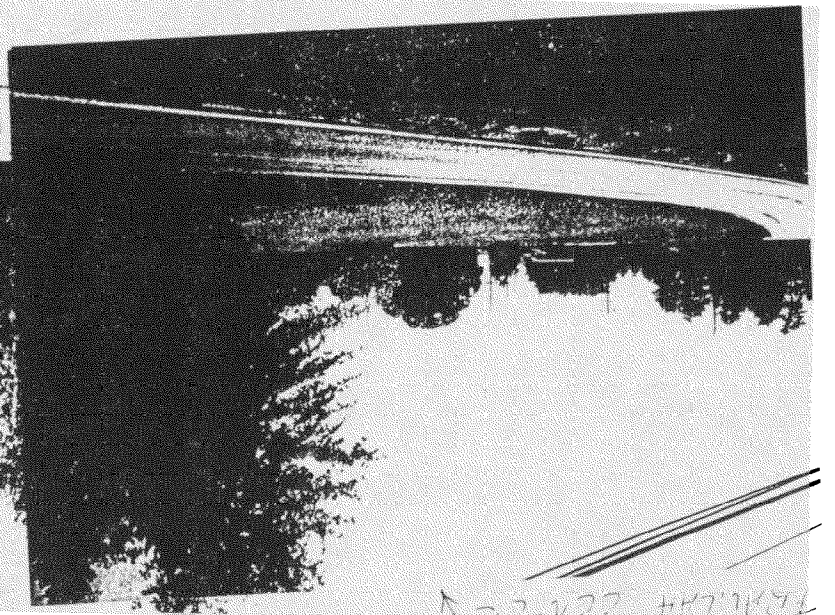


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17. R.S. 6. 1. 2. 3. 4.



TEALAH BERNARD

LA 57