

EXPEDITED
MONTGOMERY COUNTY HISTORIC PRESERVATION COMMISSION
STAFF REPORT

Address:	1903 Brighton Dam Road, Brookeville	Meeting Date:	3/14/2018
Resource:	Master Plan Site #23/69 (Brookeville Woolen Mill and House)	Report Date:	3/7/2018
Applicant:	Glen and Nicole Weston	Public Notice:	2/28/2018
Review:	HA WP	Tax Credit:	No
Case Number:	23/69-18A	Staff:	Michael Kyne
PROPOSAL:	Deck installation		

STAFF RECOMMENDATION:

- ☐ Approve
☒ Approve with conditions

1. Final deck and patio details will be provided, with final review and approval delegated to staff.

ARCHITECTURAL DESCRIPTION

SIGNIFICANCE: Master Plan Site
DATE: 2013
STYLE: Vernacular

PROPOSAL:

The subject property was constructed in 2013 within the environmental setting of the Brookeville Woolen Mill and House Master Plan Site, and it is located approximately 500' from the historic resource. The applicants propose to install a 20' wide x 10' deep wooden deck and a flagstone patio at the rear of the subject property.

The proposed wooden deck will be centered in the rear wall of the house and will be 2'-6" above grade, with steps to grade at the left side (as viewed from the rear). The deck railing will be 3' high, with square wooden balusters spaced 5" on center. The balusters will be attached via two wooden horizontal supports.

The proposed flagstone patio will include a flagstone walkway to the proposed deck and will be surrounded by ornamental plantings and accent boulders. There will be two side-by-side stone steps from the walkway up to the patio.

Staff noted several discrepancies regarding the proposed deck in the submitted application. Specifically, the deck drawings show five steps, with four treads and five risers, while the site plan shows five treads, and the addendum from the deck contractor (Long Fence, Circle 15) indicates that the deck will only have three steps. Staff also noted that, while the submitted site plan indicates that the proposed patio will be 15' x 15', the landscaper's contract (Circle 16) states that it will be 16' x 16'. Despite these discrepancies, staff finds that,

given the age of the subject property and the location, use of traditional materials, and design of the proposed deck and patio, the proposal will not detract from the character-defining features of the historic resource.

APPLICABLE GUIDELINES:

Policy On Use of Expedited Staff Reports for Simple HAWP Cases

IV. The Expedited Staff Report format may be used on the following type of cases:

7. Construction of wooden decks that are at the rear of a structure and are not readily visible from a public right-of-way. This applies to all categories of resources: Outstanding, Contributing, Individually Designated Site, or Non-Contributing.
11. Construction or replacement of walkways, parking areas, patios, driveways or other paved areas that are not readily visible from a public right-of-way and/or are compatible in material, location, and design with the visual character of the historic site or district.

Montgomery County Code; Chapter 24A-8

- (a) The commission shall instruct the director to deny a permit if it finds, based on the evidence and information presented to or before the commission that the alteration for which the permit is sought would be inappropriate, inconsistent with or detrimental to the preservation, enhancement or ultimate protection of the historic site or historic resource within an historic district, and to the purposes of this chapter.
- (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.
- (c) It is not the intent of this chapter to limit new construction, alteration or repairs to any 1 period or architectural style.
- (d) In the case of an application for work on an historic resource located within an 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 of surrounding historic resources or would impair the character of the historic district. (Ord. No. 9-4, § 1; Ord. No. 11-59.)

STAFF RECOMMENDATION:

Staff recommends that the Commission **approve** the HAWP application under the Criteria for Issuance in Chapter 24A-8(b), (1), (2) & (d) having found that the proposal will not substantially alter the exterior features of the historic resource and is compatible in character with the purposes of Chapter 24A;

and with the Secretary of the Interior's Standards for Rehabilitation;

and with the general condition that the applicant shall present the **3 permit sets of drawings, if applicable, to Historic Preservation Commission (HPC) staff for review and stamping** prior to submission for the Montgomery County Department of Permitting Services (DPS) building permits;

and with the general condition that the applicant shall notify the Historic Preservation Staff if they propose to make **any alterations** to the approved plans;

and with the general condition that final project design details, not specifically delineated by the Commission, shall be approved by HPC staff or brought back to the Commission as a revised HAWP application at staff's discretion.

Once the work is completed the applicant will contact the staff person assigned to this application at 301-563-3400 or michael.kyne@montgomeryplanning.org to schedule a follow-up site visit.



HISTORIC PRESERVATION COMMISSION
301/563-3400

DPS - #8

APPLICATION FOR HISTORIC AREA WORK PERMIT

Contact Email: nicolecweston4@gmail.com Contact Person: Nicole Weston
Daytime Phone No.: 501-352-9846
Tax Account No.: _____
Name of Property Owner: Glen + Nicole Weston Daytime Phone No.: 501-352-9846
Address: 1903 Brighton Dam Rd. Brookeville, MD 20833
Street Number City State Zip Code
Contractor: Long Fence & Fence Services Phone No.: 301-2101-3444 (Long Fence)
Contractor Registration No.: #9615 (LF) #87539 (FS) 301-401-9140 - Fence Services
Agent for Owner: _____ Daytime Phone No.: _____

LOCATION OF BUILDING/PREMISE

House Number: 1903 Street: Brighton Dam Rd.
Town/City: Brookeville Nearest Cross Street: Bardley
Lot: 4 Block: _____ Subdivision: 0501
Liber: 560 Folio: 172 Parcel: _____

PART ONE: TYPE OF PERMIT ACTION AND USE

1A. CHECK ALL APPLICABLE

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

CHECK ALL APPLICABLE

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

1B. Construction cost estimate: \$ 21,837

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.

Nicole Weston
Signature of owner or authorized agent

2/14/18
Date

Approved: _____ For Chairperson, Historic Preservation Commission

Disapproved: _____ Signature: _____ Date: _____

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

Edt 6/21/99

SEE REVERSE SIDE FOR INSTRUCTIONS

(4)

**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:

Our property is adjacent to the Woolen Mill & house at 1401 Brighton Dam Rd which on the master plan. Our home is a new build and located roughly 500 ft from the historic property with a woods surrounding it and buffering it from view. The environmental setting is rural w/ a single lane drive connecting the historic resource and other homes located far from view of Brighton Dam Rd

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

We would like to construct a 20x10^{wood} deck on the back of our home along w/ a stone patio (Huxley) with additional landscaping behind our garage

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.

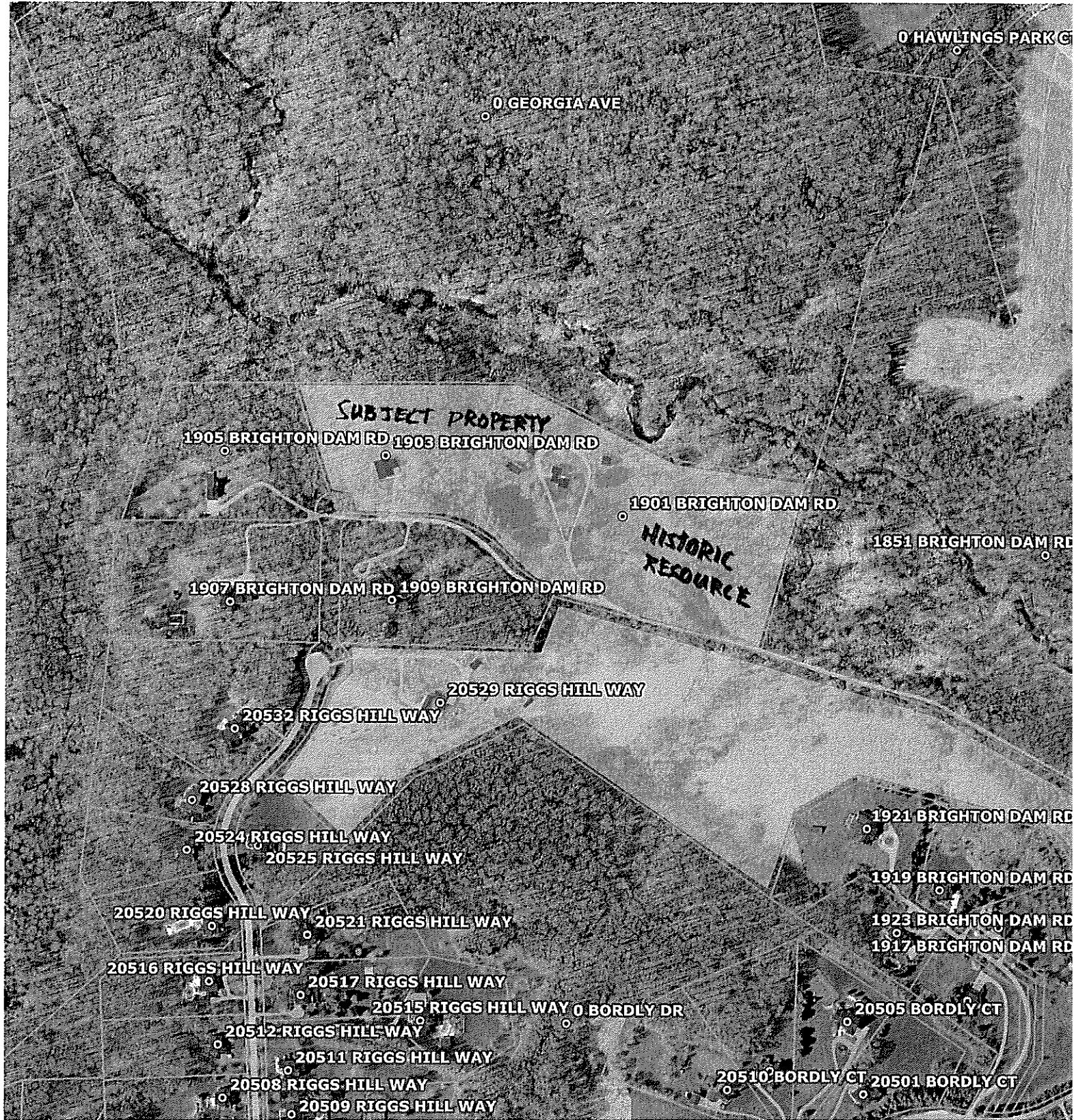
6. TREE SURVEY

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

7. ADDRESSES OF ADJACENT AND CONFRONTING PROPERTY OWNERS

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

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.



0 HAWLINGS PARK C

0 GEORGIA AVE

SUBJECT PROPERTY

1905 BRIGHTON DAM RD 1903 BRIGHTON DAM RD

1901 BRIGHTON DAM RD

1851 BRIGHTON DAM RD

HISTORIC
RESOURCE

1907 BRIGHTON DAM RD 1909 BRIGHTON DAM RD

20529 RIGGS HILL WAY

20532 RIGGS HILL WAY

20528 RIGGS HILL WAY

20524 RIGGS HILL WAY

20525 RIGGS HILL WAY

20520 RIGGS HILL WAY

20521 RIGGS HILL WAY

20516 RIGGS HILL WAY

20517 RIGGS HILL WAY

20515 RIGGS HILL WAY 0 BORDLY DR

20512 RIGGS HILL WAY

20511 RIGGS HILL WAY

20508 RIGGS HILL WAY

20509 RIGGS HILL WAY

1921 BRIGHTON DAM RD

1919 BRIGHTON DAM RD

1923 BRIGHTON DAM RD

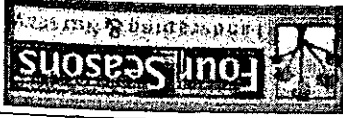
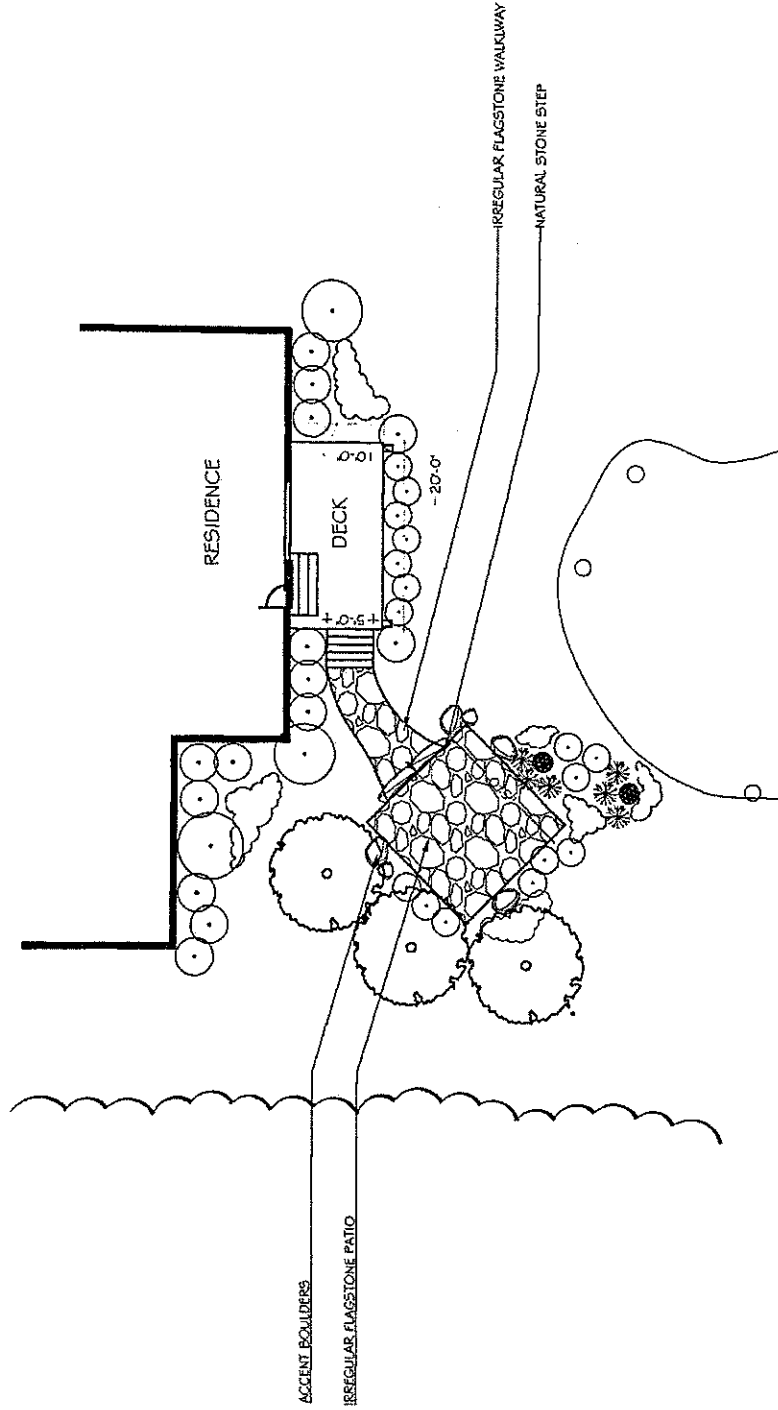
1917 BRIGHTON DAM RD

20505 BORDLY CT

20510 BORDLY CT 20501 BORDLY CT

Site plan

OPTION 1



24500 Kings Valley Road
Damascus, MD 20872
240-750-6177
www.fourseasonslandscaping.net

WESTON
RESIDENCE
1903 BRIGHTON DAM ROAD
BROOKVILLE, MD

LANDSCAPING PLAN

Revisions

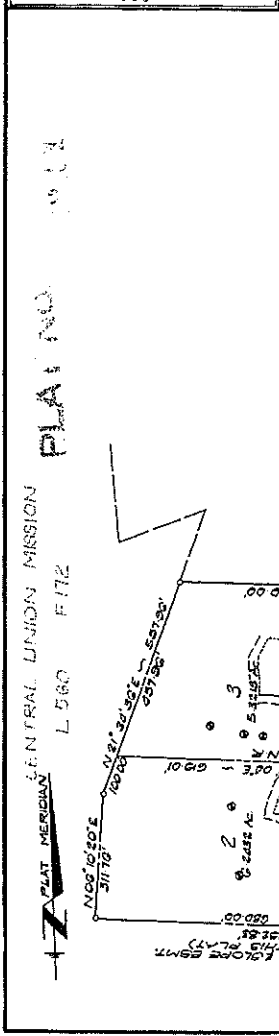
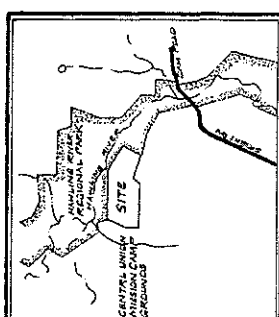
Date

PATIO & DECK

1/8" = 1'



North



VICINITY MAP

OWNER'S CERTIFICATE

We, Archie K. Shipe and Julie Ann Shipe, owners of the property shown and described herein, hereby adopt this plan of subdivision, establish the minimum restriction lines dedicated to public use, establish easements and rights of way for the construction, reconstruction, operation and maintenance of storm drains as shown hereon, establish reversible slope easements as shown hereon, or streets, said slope easements are to be extinguished after all public improvements have been lawfully completed and accepted for maintenance by Montgomery County, Maryland or any other appropriate public agency and establish permanent utility easements ten (10) feet wide as shown hereon and identified as P.U.E. for the construction, reconstruction, operation and maintenance of electric, telephone and gas lines.

There are no suits of action, leases, liens or trusts on the property included in the plan of subdivision.

Archie K. Shipe
Archie K. Shipe
Witness
Julie Ann Shipe
Julie Ann Shipe
Witness

SURVEYOR'S CERTIFICATE

I hereby certify that the plan shown hereon is correct, that it is a subdivision of land conveyed by Joseph F. Perna, Jr., William L. Amos, Jr. and Louis A. Perna, Jr. by deed dated February 23, 1977 and recorded in Liber 4212 at Folio 222 among the Land Records of Montgomery County, Maryland; that iron pipes shown thereon are in place as indicated, and that the total area dedicated to public use in this plan of subdivision is 2.7008 acres of land.

Richard H. Kehr
Richard H. Kehr
Reg. Land Surveyor
Maryland No. 0830

FILED

JAN 28 1980

LOTS 1 THRU 4

HAWLING RIVER ESTATES
ELECTION DISTRICT NO. 8
MONTGOMERY COUNTY, MARYLAND
OCTOBER 1979
Scale 1"=200'

KIDDE CONSULTANTS INC.
ENGINEERS - SURVEYORS
ROCKVILLE MARYLAND

NO.	RAD.	DELTA	ARC	TAN.	CHORD	CHORD BEG.
1	300.00	37° 14' 53"	155.05	101.10	101.01	N 53° 18' 50" W
2	1318.23	51° 27' 37"	255.20	153.01	275.90	N 60° 21' 18" W
3	30.00	148° 11' 23"	13.23	13.42	23.29	N 10° 21' 23" W
4	30.00	270° 22' 20"	1.65	1.65	30.00	S 89° 23' 20" E
5	30.00	148° 11' 23"	13.23	13.42	23.29	S 89° 23' 20" E

LEGEND:
① WELL LOCATION
--- SEPTIC BUILDING RESTRICTION LINE
--- LENGTH OF INITIAL SYSTEM & TOTAL DRAIN FIELD

NOTES

1. Maximum number of bedrooms allowed per lot shown on this plat is 6.
2. Right of way for ingress and egress shown on this plat is to be actually maintained by all property owners and easement holders and shall be maintained as such time as Shipe Road is improved and accepted for maintenance by Montgomery County, Maryland.
3. Improvements of roadway, sewer, ingress and egress easements subject to approval by NINCP & PC Park Department.

RECORDED
PLAT BOOK
PLAT NO.

MONTGOMERY COUNTY, MARYLAND
DEPARTMENT OF TRANSPORTATION
APPROVED: 23 JANUARY 1980
BY: *Anthony D. Kehr*
DEPUTY DIRECTOR

MARYLAND NATIONAL CAPITAL PARK & PLANNING COMMISSION
MONTGOMERY COUNTY PLANNING BOARD
APPROVED: 23 JANUARY 1980
BY: *Edward M. Morgan*
CHAIRMAN
SECRETARY
NINCP & PC FILE NO. 535-27

Meets Residential Building Code, IRC 2015

TABLE R301.2(1)												
CLIMACTIC AND GEOGRAPHIC DESIGN CRITERIA												
GROUND SNOW LOAD	Speed (mph)	Topographic effects	Special wind region	Wind-borne debris zone	SEISMIC DESIGN CATEGORY	Weathering	Frost line depth	WINTER DESIGN TEMP	ICE BARRIER UNDERLAYMENT REQUIRED	FLOOD HAZARDS	AIR FREEZING INDEX	MEAN ANNUAL TEMP

Project: Rear Deck

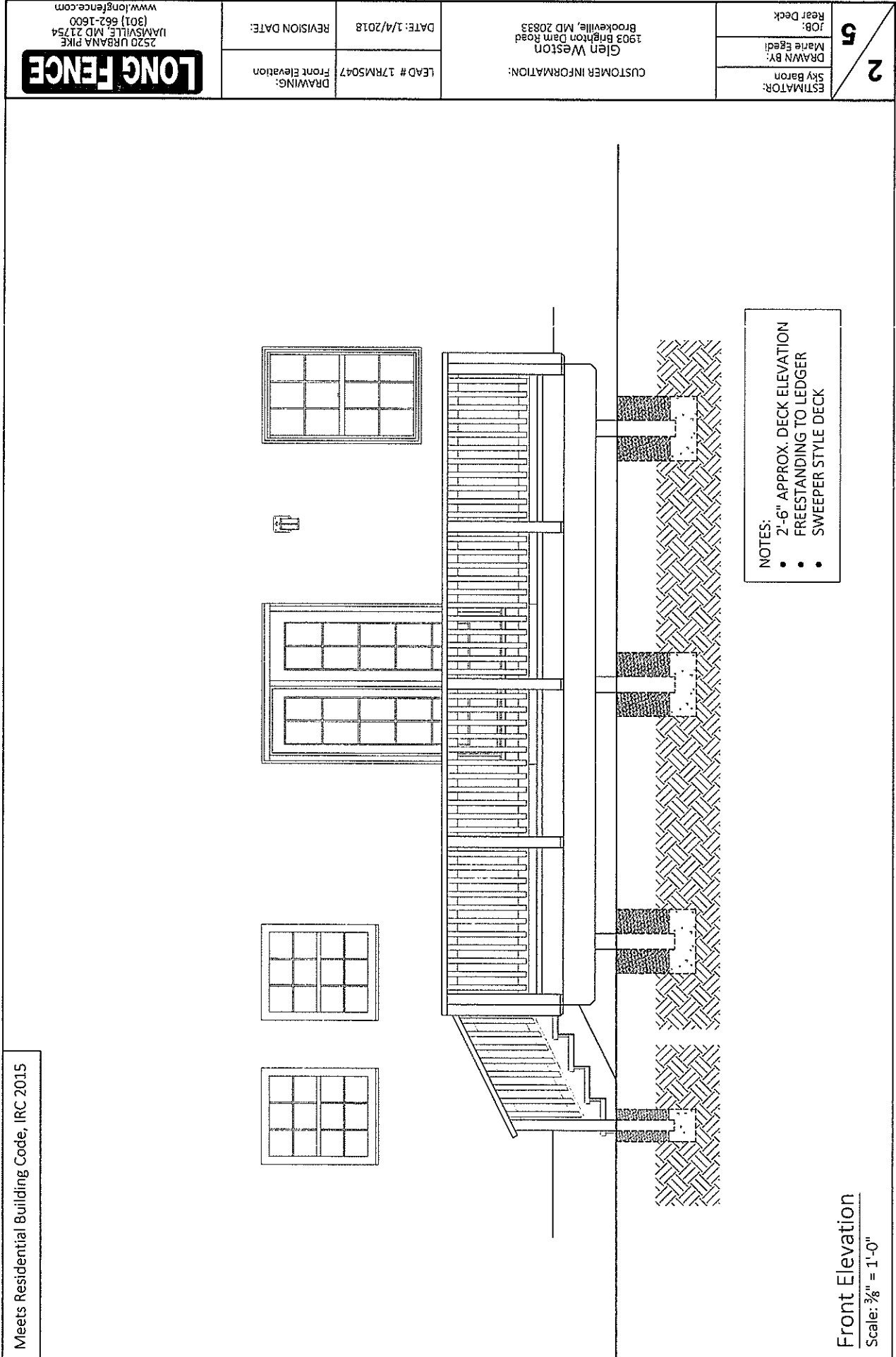
CAD Drafter: Marie Egedi
Long Fence
2520 Urbana Pike
Jhamsville, MD 21754
(301)662-1600

Owner: Glen Weston
1903 Brighton Dam Road
Brookeville, MD 20833

1/5	Cover Sheet
2/5	Front Elevation
3/5	Left/Right Elevations
4/5	Plan Views
5/5	Details

ESTIMATOR: Sky Baron		DRAWN BY: Marie Egedi		JOB: Rear Deck	
CUSTOMER INFORMATION: Glen Weston 1903 Brighton Dam Road Brookeville, MD 20833					
LEAD # 17RM5047		DATE: 1/9/2018		REVISION DATE:	
DRAWING: Cover Page					
<div>LONG FENCE</div> <div>2520 URBANA PIKE JHAMSVILLE, MD 21754 (301) 662-1600 www.longfence.com</div>					

Meets Residential Building Code, IRC 2015



Front Elevation

Scale: 3/8" = 1'-0"

- NOTES:
- 2'-6" APPROX. DECK ELEVATION
 - FREESTANDING TO LEDGER
 - SWEEPER STYLE DECK

LONG FENCE

2520 URBANA PIKE
JAMMSVILLE, MD 21754
(301) 662-1600
www.longfence.com

DRAWING:
Front Elevation

LEAD # 17RM5047

DATE: 1/4/2018

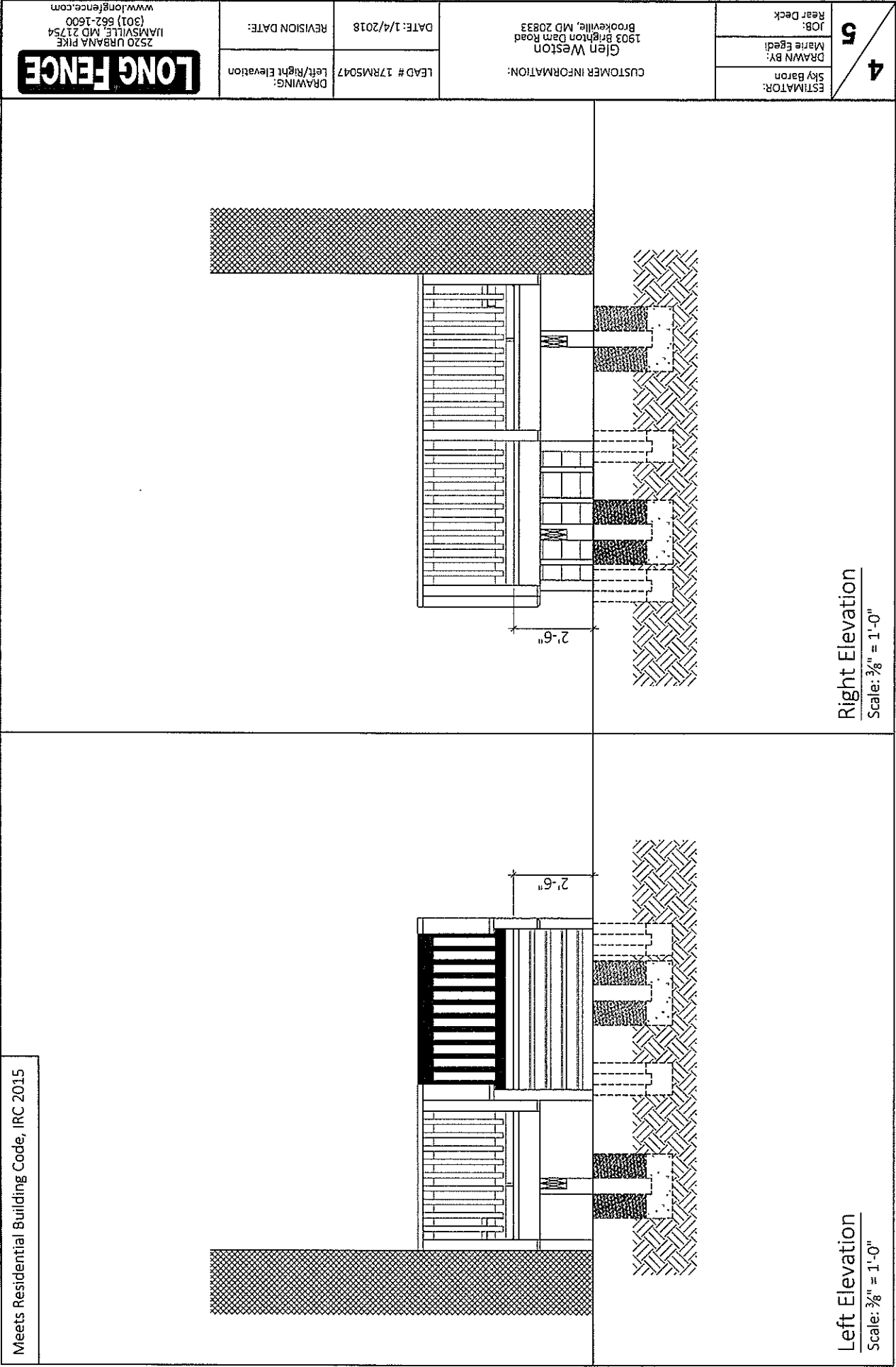
REVISION DATE:

CUSTOMER INFORMATION:
Glen Weston
1903 Brighton Dam Road
Brookeville, MD 20833

ESTIMATOR:
Sky Baron
DRAWN BY:
Marie Reed
JOB:
Rear Deck

2
5

The deck will be centered on the rear wall of the house. (See site plan)
It will be constructed out of #1 grade pine.

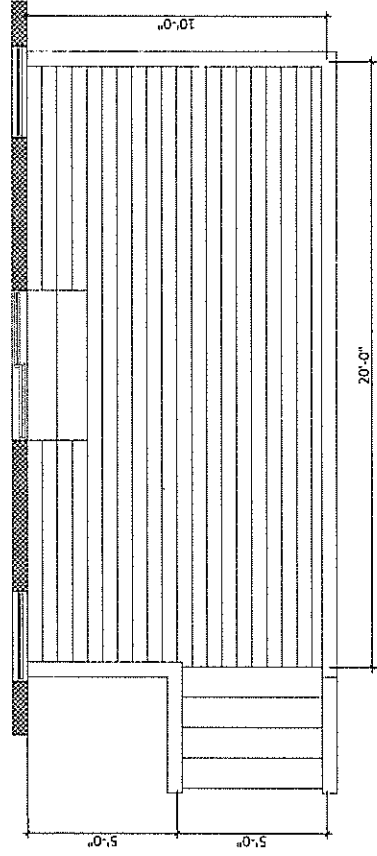


LONG FENCE

Meets Residential Building Code, IRC 2015

Plan View

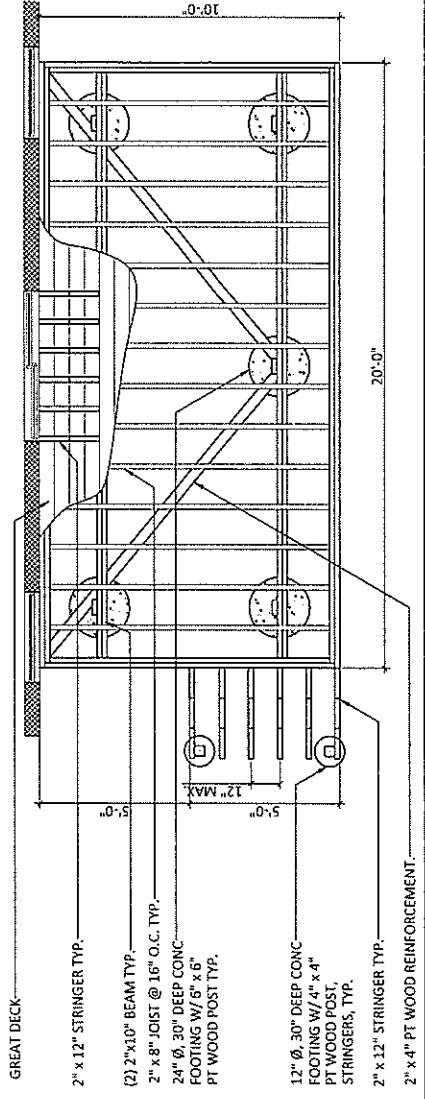
Scale: 1/4" = 1'-0"



- DECK NOTES:
- GREAT DECKING ORIENTATION - PARALLEL
 - SWEEPER BAIL W/ WOOD CAP

Framing Plan

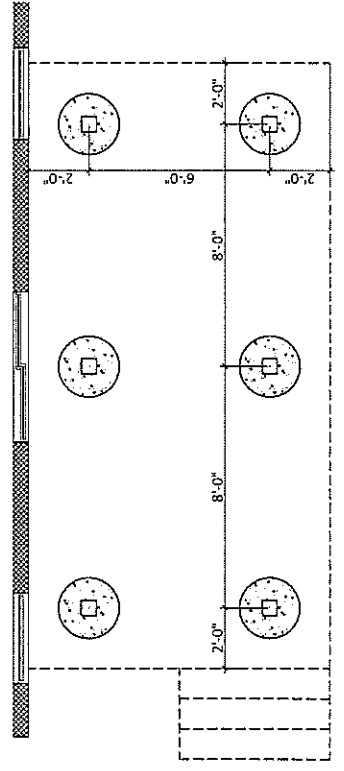
Scale: 1/4" = 1'-0"



- FRAMING NOTES:
- FREE STANDING DECK
 - BEAMS- (2) 2"x10"
 - JOISTS- 2" x 8" @ 16" O.C
 - 2" x 12" STRINGERS

Foundation Plan

Scale: 1/4" = 1'-0"



- FOUNDATION NOTES:
- 24" Ø, 30" DEEP CONC FOOTERS W/ 6" x 6" PT WOOD POST FOR DECKING FRAME
 - 12" Ø, 30" DEEP CONC FOOTERS W/ 4" x 4" PT WOOD POST FOR STRINGERS

4	ESTIMATOR: Sky Baron	JOB: Rear Deck	CUSTOMER INFORMATION: Glen Weston 1903 Brighton Dam Road Brookville, MD 20833	DATE: 1/4/2018	REVISION DATE:	LONG FENCE 2520 URBANA PIKE JAMSVILLE, MD 21754 (301) 662-1600 www.longfence.com
	DRAWN BY: Marie Egedi			LEAD # 17RM5047	DRAWING: Foundation Plan	

MID-ATLANTIC BUS. FORMS & SUPPLIES (301) 731-8811

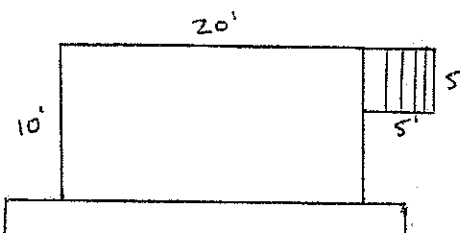
(800) 486-4283

MHIC # 9615 #9615-01 #9615-02
D.C. # 2116**LONG FENCE**

Long Fence Company, Inc.
1910 Betson Court • Odenton, Maryland 21113
Ph: (301) 261-3444 • Ph: (410) 793-0600 • Fax: (301) 261-0643
www.longfence.com

Job No. _____
Order No. _____
Customer No. _____
Date 11/15/17

BUYER'S NAME: Glen Weston
STREET: 1903 Brighton Dam Rd.
CITY: Brooksville ST: MD ZIP: 20833
COUNTY: Montgomery MAP Page/Grid _____
HM PH: _____ WK PH. MR. _____
CELL: 301 385 8709 MS. _____
E-MAIL: _____ LEAD # 17cm 5047
Long Fence Company, Inc. (herein called Seller) proposes to furnish materials, labor and equipment to install a
☒ Deck ☐ Porch ☐ Other _____



Approximately 200 sq. ft. deck, _____ sq. ft. porch, _____ sq. ft. landing, 25 steps.

All lumber to be pressure treated pine, unless otherwise specified.

Posts are 6" x 6" for cantilever-style support (notched, bolted and secured in concrete footer per code).

☐ 2" x 8" or ☐ 2" x 10" ledger board connected to house per code, or ☒ free-standing deck.

☒ 2" x 10" or ☐ 2" x 12" double support beams. ☒ 2" x 8" or ☐ 2" x 10" floor joist (spaced 16" c.c.) and matching double box frame.

Deck floor ☒ parallel, ☐ diagonal, ☐ herringbone, ☒ 2" x 6" Molded #1 Great Deck or ☐ _____

Handrail posts are #1 4" x 4" double lagged or bolted to frame (2 posts per corner) with #1 2" x 4" horizontal runners.

Handrail pickets are #1 2" x 2" ☒ sweep rail, ☐ view rail, ☐ full picket. Cap rail #1 2" x 6" (36" high).

Steps constructed with 2" x 12" stringers (maximum 18" c.c.) with enclosed risers.

Additional options: _____

Buyer responsible for HOA
Buyer responsible for Property Lines

Estimated Monthly Investment
_____ Per Month
With Approved Credit

Additional Information or Remarks: <u>All Discounts Apply</u>	Total Contract Price	<u>\$8062.00</u>
<u>Price includes permitting for</u>	Deposit With Order	
<u>seller to obtain.</u>	Due on Day Materials are Delivered	
	Due on Day of Substantial Completion	
	And/or Balance Financed	
Work to begin approximately <u>4-5 weeks</u>	Work to be completed approximately <u>1-2 weeks</u>	
This projection is contingent upon obtaining approved financing, permits, H.O.A., and other conditions beyond Seller's control.		

Estimate valid for 30 days for purpose of acceptance by the buyer.

Buyer agrees to pay for the goods, services and installation referred to above in accordance with the terms of this Agreement.

Buyer acknowledges that before Buyer signed this Agreement, Seller submitted the Agreement to Buyer with all blank spaces filled in and that buyer had a reasonable opportunity to examine it and that thereafter a legible executed and completed copy thereof was delivered to Buyer. Buyer has read and understands both the front and reverse side of this Agreement, and agrees to the terms and conditions as set forth herein.

Long Fence Company, Inc.

Buyer(s)

(Sales Representative's Signature)

(Signature)

Date

(Sales Representative's Printed Name)

(Signature)

Date

BUYER'S RIGHT TO CANCEL: You the buyer may cancel this transaction at any time prior to midnight of the 5th business day after the date of this transaction, or midnight of the 7th business day after the date of this transaction if you are 65 years of age or older. If you cancel within the time period noted above, the seller may not keep any of your cash down payment.

Form #510 (5/2016)

DISTRIBUTION: WHITE: Original/Office Copy • YELLOW: Customer's Copy • WHITE: Dept. Copy • PINK: Estimators Copy

Over 60 Years of Excellence

(800) 486-4283

MHIC #9615-02



Long Fence Company, Inc.

1910 Betson Ct • Odenton, MD 21113

Ph: (301) 261-3444 • Ph: (410) 793-0600 • Fax: (301) 261-0643

www.longfence.com

Job #:

Order No.:

Date:

1/2/18

Addendum No.

#1

To contract dated

Buyer's Name(s):

Glen Weston

Scope of addendum:

Changing Steps From 5 steps to 3 steps to the ground. Adding Two Steps, both 6'w From double door to the deck. Overall deck height will be minus 2' From original contract.

IF Deck Project is not approved by historical district office there will be a charge of \$100.00 For the CAD drawing which is normally included. & All prior payments RETURNED TO THE VENDOR'S. NGW 1/7/2018

Cost Adjustment (+/-):

None

Method of Payment:

Additional time required:

All other terms and conditions of the previously executed contract remain unchanged.

Long Fence Company, Inc.

(Sales Associate's Signature)

Sky Baron

(Sales Associate's Printed Name)

834

MHIC #

Buyer(s)

(Buyer's Signature)

Date

(Buyer's Signature)

Date

1/7/17



Name: Nicole Weston
 Address: 1903 Brighton Dam Road
 City: Brookeville State: MD Zip: 20833
 Telephone: (561) 352-9846
 Email: nicole.weston4@gmail.com

MHIC LICENSE # 87579

VA Class A 2705 139090A

DC License #290493

ICPI CERTIFIED

NCMA SRW CERTIFIED

LANDSCAPE DESIGN & INSTALLATION AGREEMENT

PRICE INITIAL

FLAGSTONE PATIO & WALKWAY

-Excavate and install Irregular Flagstone Patio & Walkway to new deck steps. Patio will have a 6" base of crushed stone. Irregular Pennsylvania Flagstone will be installed over a 1" bed of concrete sand. Polymeric sand will be installed between joints of pavers.

Two Barn Stone steps will be install side by side, as a step up to 16' x 16' square patio area.

New patio and walkway will be approximately 340 square feet. Patio will be sloped away from house for positive drainage.

\$13,775.00

NRW

13 4,592

BOULDERS

- Install accent boulders around new patio area

Large Boulders	\$700 each	Quantity <u>0</u>	Total: <u> </u>
Medium Boulders	\$400 each	Quantity <u>0</u>	Total: <u> </u>
Small Boulders	\$200 each	Quantity <u>0</u>	Total: <u> </u>

TOTAL OF SELECTED ITEMS:

\$ 0 NRW

The Customer agrees to pay to FSL a deposit in the amount of one-third (1/3) of the total contract price at contract signing.

CONTRACT CONTINGENT ON PLAN APPROVAL BY MONTGOMERY COUNTY HISTORICAL SOCIETY

* All plans need to be approved by Montgomery County Historical Society. If plans are not approved and the project is cancelled, the 1/3 deposit made will be refunded.

* No materials will be purchased until plans are approved by Historical Society.

www.FourSeasonsLandscaping.net

(301) 401-9140

Fax: (301) 482-1204

P. O. Box 185

Clarksburg, Maryland 20871

Four Seasons Landscaping, Inc.
Term and Conditions of Contract

1. All home improvement contractors/subcontractors must be licensed by the Maryland Home Improvement Commission ("MHIC"). You may ask the MHIC about a contractor/subcontractor. Your inquiries should be sent to the MHIC, at 500 North Calvert St. Baltimore, MD 21202. MHIC's telephone numbers are (410) 230-6309 and 1-888-218-5925.

The MHIC licensee information for Four Seasons Landscaping, Inc. (hereinafter "FSL") is:

Licensee: Robert DelGaudio; **MHIC License No.:** 87579; **Trade Name and Address:** Four Seasons Landscaping, Inc., 24500 Kings Valley Rd. Damascus, MD 20872

2. Required notices pursuant to MHIC regulations:

- a. **Formal mediation of disputes between homeowners and contractors is available through the Maryland Home Improvement Commission;**
- b. **The Maryland Home Improvement Commission administers the Guaranty Fund, which may compensate homeowners for certain actual losses caused by acts or omissions of licensed contractors; and**
- c. **A homeowner may request that a contractor purchase a performance bond for additional protection against losses not covered by the Guaranty Fund.**

3. PAYMENT TERMS. UNLESS OTHERWISE AGREED IN WRITING, FINAL PAYMENT WILL BE DUE IMMEDIATELY UPON SUBSTANTIAL COMPLETION OF CONTRACTED FOR WORK.

- **Interest on Past Due Payments.** Customer agrees to pay a 2% per month service charge (24% per annum) on any outstanding balance if payment is made more than 30 days after the payment is due.
- **Returned Check Fee.** Customer agrees to pay FSL a service charge in the amount of \$25.00 for any check returned by the bank for any reason.
- **Collection of Past Due Accounts.** Customer agrees to pay any attorney fees, collection costs and/or court costs involved in the collection of any outstanding debt owed to FSL.
- **Waiver of Warranties and Guarantees.** In the event that the Customer fails to make timely payments as required under the contract, all guarantees will be null and void, and the Customer agrees to waive any claim arising under or pursuant to this contract.

Scheduled Payments. The Customer agrees to pay to FSL a deposit in the amount of one-third (1/3) of the total contract price at contract signing. Remaining Balance of contract will be due IMMEDIATELY upon substantial completion of the contracted for work.

4. WARRANTIES. THE CUSTOMER AGREES THAT THE TERMS OF ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR FITNESS FOR A PARTICULAR PURPOSE, INCLUDING ANY WARRANTIES PROVIDED UNDER MARYLAND CODE, COMMERCIAL LAW §2-313, §2-314, AND §2-315 SHALL BE SET FORTH IN WRITING IN THE CONTRACT. THE CUSTOMER AGREES AND ACKNOWLEDGES THAT ANY ORAL WARRANTIES/REPRESENTATIONS MADE REGARDING THE SERVICES OR MATERIALS TO BE PROVIDED UNDER THIS CONTRACT ARE MERELY A STATEMENT OF OPINION AND NOT A STATEMENT OF FACT. THE CUSTOMER AGREES THAT ANY ORAL STATEMENTS MADE BY FSL IS NOT AND SHALL NOT BECOME A BASIS OF CUSTOMER'S BARGAIN WITH FSL. Any warranty provided in this contract extends to solely to the Customer and is not assignable to any third party, including anyone purchasing the Customer's property. FSL shall not be required to perform any replacement or warranty work until the Customer has paid all amounts due under the contract and any modifications thereto. All materials shall be as specified. All work shall be completed in a workmanlike manner according to standard industry practice.

5. INSURANCE. FSL shall carry workmen's compensation insurance and general liability insurance.

6. **CONTRACT MODIFICATION.** Any modification of this contract involving changes in contract terms, services, materials, or pricing, shall be in set forth in writing and signed by all parties, however, the failure to memorialize a modification to this contract will not deprive FSL of the reasonable value of any service provided or materials supplied by FSL under such oral modification.

7. **ACCESS TO CUSTOMER'S PROPERTY.** The Customer agrees that the contract price is contingent upon FSL vehicles and material supplier vehicles being able to access the Customer's property via the driveway. The Customer agrees that FSL will not be responsible for any damage to the driveway. In order to avoid damage to the Customer's driveway, the Customer may have the materials carried by hand onto the Customer's property for an additional charge.

8. **CANCELLATION OF CONTRACT.** In the event that the Customer cancels contract after the three (3) day right of rescission period expires but before work commences and/or materials are purchased, FSL will have the right to either a) retain twenty-five (25%) percent of contract price plus the cost of any materials purchased that cannot be returned from the Customer's deposit as fixed, liquidated, and ascertained damages, without proof of loss or damage or b) file suit to recover damages incurred by the Customer's breach of contract.

9. **CONTRACT MODIFICATIONS.** All contract modifications must be completed within 72 hours of the start of the contracted for services. The Customer understands that once the contracted for work has commenced FSL is under no obligation to a) modify the contract; or b) to refund any monies paid by the Customer.

10. **LIMITATION OF ACTION; VENUE; APPLICABLE LAW:** The Customer must file any claim related to this contract or the work performed thereunder within one year of the Approximate Finishing Date set forth below, which accrual date will also serve as the date tender of delivery is made for purposes of this contract. This contract shall be construed and enforced in accordance with the laws of the State of Maryland. The Customer agrees that the sole jurisdiction and venue for any claim arising against FSL or its subcontractors/material men shall be in Montgomery County, Maryland.

11. **Approximate Starting Date:** TBD, 2017

Approximate Finishing Date: TBD, 2017

Customer understands that these dates are approximate, and that FSL's performance under this contract is contingent upon strikes, accidents, weather, shortages of materials, customer delays or other delays beyond FSL's control.

Customer Acknowledges Receipt of:

1. Contract Terms and Conditions (pages 1 & 2); and
2. Notice of Cancellation (page 3).

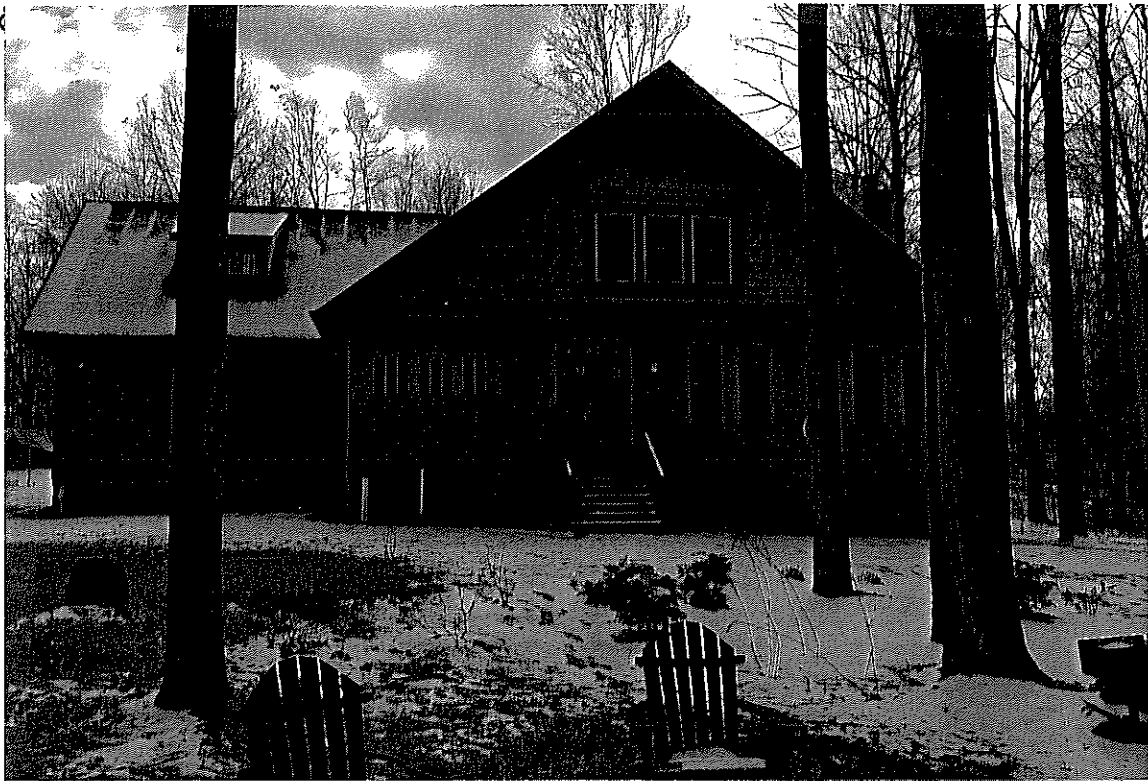
Anicki White
Customer

Date: December 31, 2017

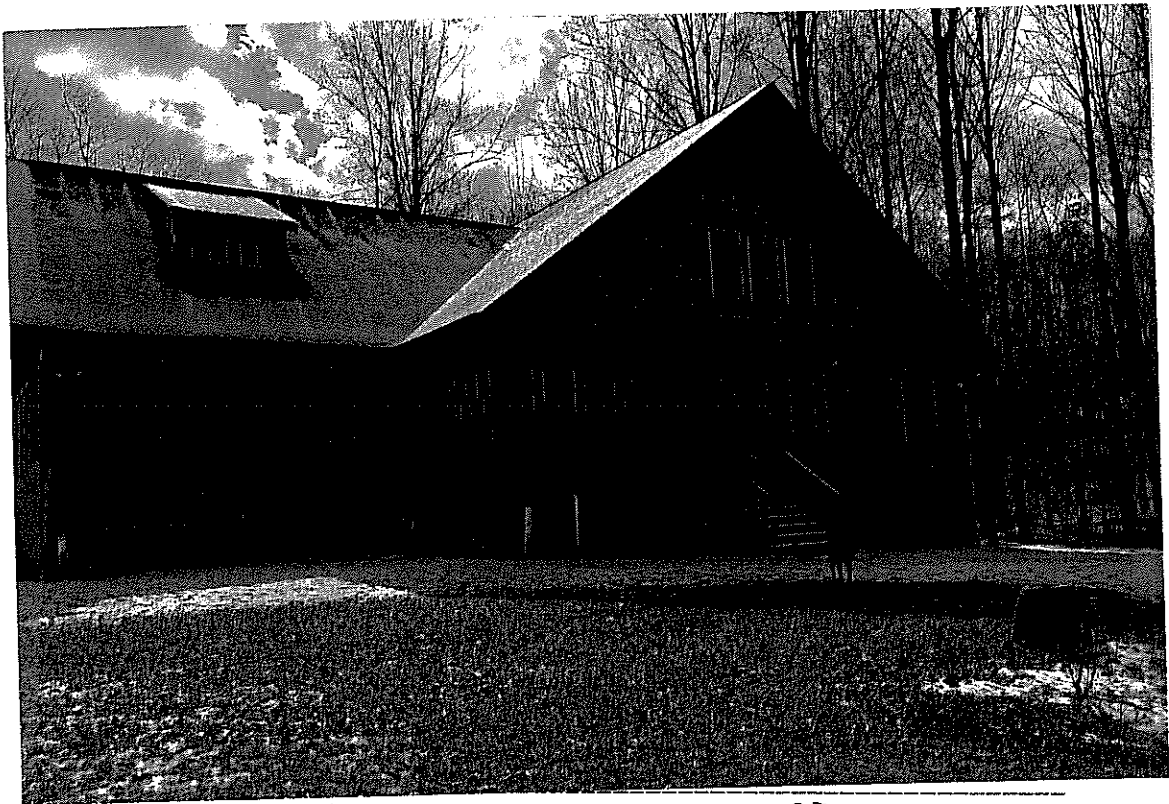
Juliane Medd
Four Seasons Landscaping, Inc.

Date: December 30, 2017

Ex



Detail: Rear view of 1903 Brighton Inn Rd



Second rear view of 1903 Brighton Inn Rd

Applicant: Weston

Page: 1

Exis



Detail: Front view of 1903 Brighton Dam Rd.



Septic
field
smaller
than on
plot
yard →

Septic
field
←

View from proposed patio location toward septic field

Applicant: W. J. M. M.

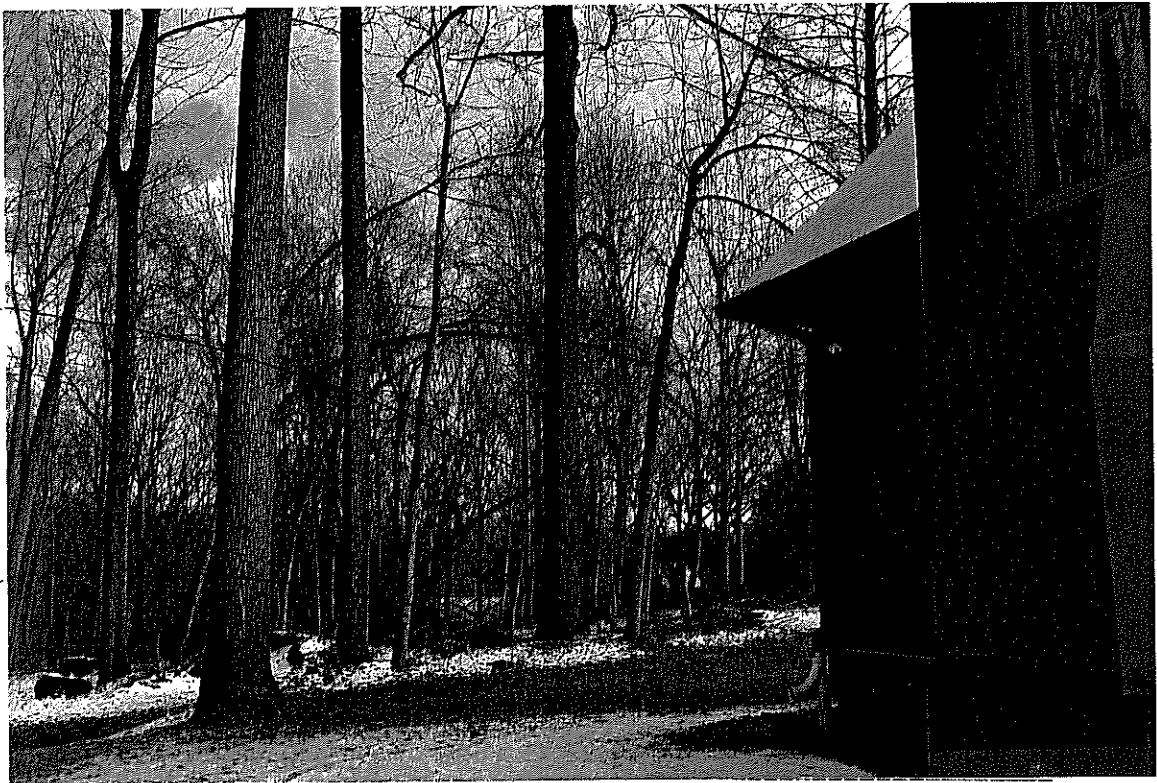
Page: 2

Ex



Garage at
1901
Brighton
Dinn Rd.

Detail: view from proposed patio toward historic resource at 1901
Brighton
Dinn
Rd



Barn at
1901 Brighton
Dinn Rd.

Garage at
1901 Brighton
Dinn Rd.

view from proposed deck location toward historic resource
at 1901 Brighton Dinn Rd. Page: 3

Applicant: Weston

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

Owner's mailing address Glen + Nicole Weston 1903 Brighton Dam Rd. Brookeville, MD 20833	Owner's Agent's mailing address SAME
Adjacent and confronting Property Owners mailing addresses	
Chris Newcomer + Pamela Philips 1901 Brighton Dam Rd Brookeville, MD 20833	
Charles + Randi Kim 1905 Brighton Dam Rd. Brookeville, MD 20833	
Chris Stifle + Patricia Thorton 1909 Brighton Dam Rd Brookeville, MD 20833	