

**MONTGOMERY COUNTY HISTORIC PRESERVATION COMMISSION**  
**STAFF REPORT**

<b>Address:</b>	5701 Achille Lane, Rockville	<b>Meeting Date:</b>	5/4/2022
<b>Resource:</b>	Master Plan Site #22/25 <i>James H. Cashell Farm</i>	<b>Report Date:</b>	4/27/2022
<b>Applicant:</b>	Robert Bertrand	<b>Public Notice:</b>	4/20/2022
<b>Review:</b>	HAWP	<b>Tax Credit:</b>	No
<b>Permit Number:</b>	983374	<b>Staff:</b>	Michael Kyne
<b>PROPOSAL:</b>	Installation of new fence		

**STAFF RECOMMENDATION:**

Staff recommends that the HPC **approve** the HAWP application.

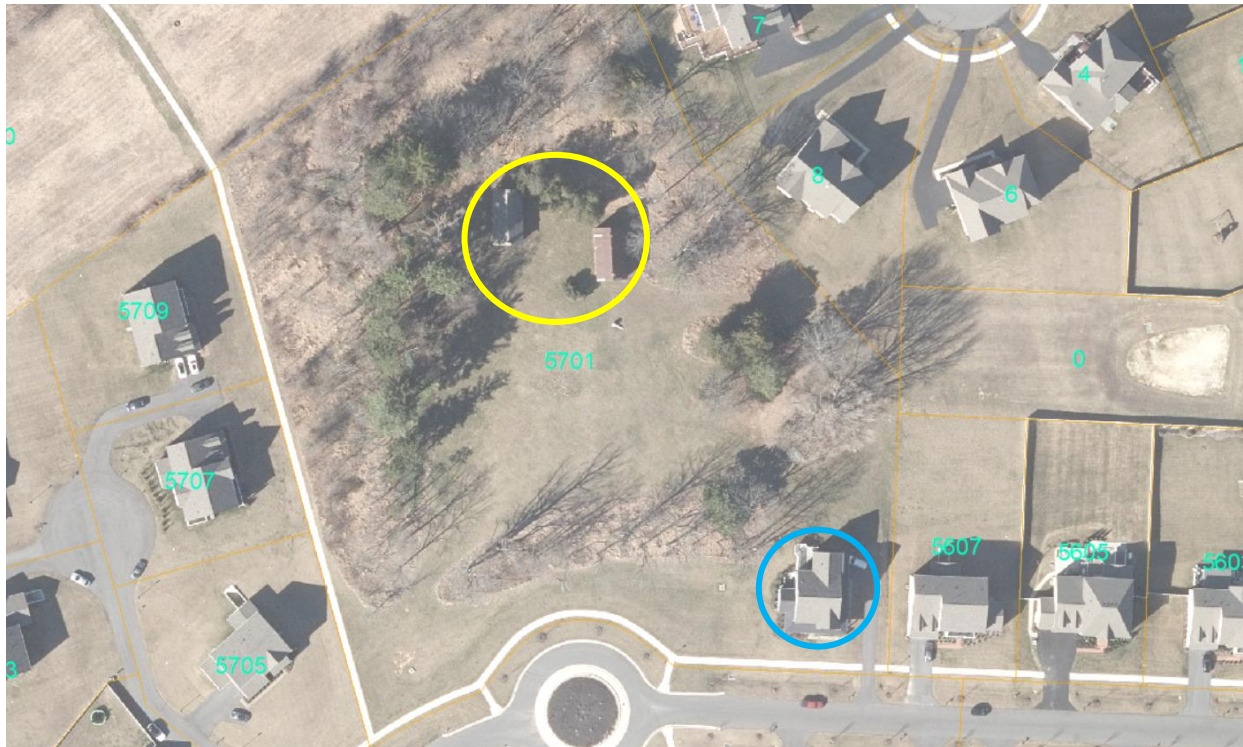
**ARCHITECTURAL DESCRIPTION:**

**SIGNIFICANCE:** Master Plan Site #22/25, *James H. Cashell Farm*  
**DATE:** 2016 House within Historic Environmental Setting (Mid 1800s; Late 1800s-Early 1900s)

Excerpt from *Places from the Past*:

“... [T]he Cashell House was built in two distinct sections. The original section, at right, is typical of the mid1800s with its traditional side gable symmetrical form and 6/6 sash windows. The picturesque east and north addition (left and rear) bears hallmarks of the Victorian era with its three-story tower with stickwork panels, jerkin-head (clipped) gable, and paired cornice brackets. The original block was likely updated when the addition was built, with cornice brackets and first-level 2/2 sash windows. The Cashell family owned this property for much of the 1800s. In 1865, the property belonged to Hazel B. Cashell, County Commissioner and Orphan’s Court judge, and James Cashell was living here by 1878. The farmstead includes a one-level hay barn with hanging gable, another substantial barn with two cupolas, and a stone house from the mid-1900s.”

The Cashell House was destroyed by fire in November 2010, but the stone tenant house and one historic barn remain.



**Fig. 1:** Subject property, with the 2016 house circled in blue and the historic outbuildings circled in yellow.

### **BACKGROUND:**

The applicant previously appeared before the Commission for a preliminary consultation at the April 6, 2022 HPC meeting.<sup>1</sup>

### **PROPOSAL:**

This applicant proposes installation of a new fence at the subject property.

### **APPLICABLE GUIDELINES:**

When reviewing alterations and new construction at Master Plan Sites several documents are to be utilized as guidelines to assist the Commission in developing their decision. These documents include *Montgomery County Code Chapter 24A (Chapter 24A)*, the *Damascus-Goshen Historic Resources Master Plan Amendment (Amendment)*, and the *Secretary of the Interior's Standards for Rehabilitation (Standards)*. The pertinent information in these documents is outlined below.

### ***Montgomery County Code; Chapter 24A-8***

<sup>1</sup> Link to April 6, 2022 preliminary consultation staff report: <https://montgomeryplanning.org/wp-content/uploads/2022/03/II.A-5701-Achille-Lane-Rockville-983374-Preliminary-Consultation.pdf>

Link to April 6, 2022 preliminary consultation audio/video transcript:  
[http://mncppc.granicus.com/MediaPlayer.php?publish\\_id=ae05bd4a-bfe7-11ec-a5da-0050569183fa](http://mncppc.granicus.com/MediaPlayer.php?publish_id=ae05bd4a-bfe7-11ec-a5da-0050569183fa)

- (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 ensure 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.

***Secretary of the Interior's Standards for Rehabilitation:***

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

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

**STAFF DISCUSSION:**

The subject property is the *James H. Cashell Farm* Master Plan Site. The Cashell House was a traditional side gable mid-1800s house with Victorian era addition. The house was destroyed by fire in November 2010, and the current house was built in 2016 as part of the Preserve at Rock Creek subdivision. A mid-1900s stone tenant house and barn with two cupolas, both referenced as contributing outbuildings in *Places from the Past*, are at the rear of the subject property. The stone tenant house remains in its original location, with the barn having been moved to its current location near the stone tenant house, in accordance with the subdivision approval.

The applicant previously appeared before the Commission for a preliminary consultation at the April 6, 2022 HPC meeting. The Commission expressed full support for the applicant's proposal and recommended they return with a HAWP application.

The applicant proposes installation of a new fence at the subject property, with the following specifications:

- Installation of approximately 1146 LF of 6' high black aluminum picket security fencing and gates at the front and sides of the property.
- Installation of 360 LF of 6' high black vinyl-coated chain link security fencing at the rear of the property.



*Fig. 2. Proposed site plan, as provided by the applicant.*

Staff fully supports the applicant's proposal, finding that it will not significantly interrupt the view of the remaining historic outbuildings from the public right-of-way. Accordingly, staff finds that the proposal will not remove or alter character-defining features or spaces of the subject property, per *Standard #2*.



Additionally, the proposed fencing could be removed in the future, leaving the essential form and integrity of the property and its environment unimpaired, in accordance with *Standard #10*.

After full and fair consideration of the applicant's submission, staff finds the proposal as being consistent with the Criteria for Issuance in Chapter 24A-8(b) (1) and (2) and with the *Secretary of the Interior's Standards for Rehabilitation #2* and *#10*, as outlined above

**STAFF RECOMMENDATION:**

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

and with the *Secretary of the Interior's Standards for Rehabilitation #2* and *#10*;

and with the general condition that the applicant shall present an electronic set 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 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;

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. 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](mailto:michael.kyne@montgomeryplanning.org) to schedule a follow-up site visit.



FOR STAFF ONLY:  
HAWP# 983374  
DATE ASSIGNED \_\_\_\_\_

**APPLICATION FOR  
HISTORIC AREA WORK PERMIT**  
HISTORIC PRESERVATION COMMISSION  
301.563.3400

**APPLICANT:**

Name: Robert Bertrand  
Address: 5701 Achille Lane  
Daytime Phone: cell 732-763-7031

E-mail: robbertrand@outlook.com  
City: Rockville Zip: 20855  
Tax Account No.: 03685495

**AGENT/CONTACT (if applicable):**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_  
City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contractor Registration No.: \_\_\_\_\_

**LOCATION OF BUILDING/PREMISE:** MIHP # of Historic Property 22/025-000A

Is the Property Located within an Historic District? Yes/District Name \_\_\_\_\_  
No/Individual Site Name James H. Cashell Farm

Is there an Historic Preservation/Land Trust/Environmental Easement on the Property? If YES, include a map of the easement, and documentation from the Easement Holder supporting this application.

Are other Planning and/or Hearing Examiner Approvals /Reviews Required as part of this Application? (Conditional Use, Variance, Record Plat, etc.?) If YES, include information on these reviews as supplemental information.

Building Number: 5701 Street: Achille Lane  
Town/City: Rockville Nearest Cross Street: Heartwood Drive  
Lot: 1 Block: D Subdivision: 082 Parcel: \_\_\_\_\_

**TYPE OF WORK PROPOSED: See the checklist on Page 4 to verify that all supporting items for proposed work are submitted with this application. Incomplete Applications will not be accepted for review. Check all that apply:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> New Construction   | <input type="checkbox"/> Deck/Porch          | <input type="checkbox"/> Shed/Garage/Accessory Structure |
| <input type="checkbox"/> Addition           | <input checked="" type="checkbox"/> Fence    | <input type="checkbox"/> Solar                           |
| <input type="checkbox"/> Demolition         | <input type="checkbox"/> Hardscape/Landscape | <input type="checkbox"/> Tree removal/planting           |
| <input type="checkbox"/> Grading/Excavation | <input type="checkbox"/> Roof                | <input type="checkbox"/> Window/Door                     |
|   |  | <input type="checkbox"/> Other: _____                    |

I hereby certify that I have the authority to make the foregoing application, that the application is correct and accurate and that the construction will comply with plans reviewed and approved by all necessary agencies and hereby acknowledge and accept this to be a condition for the issuance of this permit.

Robert Bertrand

02-14-22

Signature of owner or authorized agent

Date

Description of Property: Please describe the building and surrounding environment. Include information on significant structures, landscape features, or other significant features of the property:

This application covers the addition of a six-foot security fence around the entire perimeter of the five acre former site of the James H. Cashell Farm (aka 5701 Achille Lane, Derwood). This 5-acre parcel was preserved as part of the County MPHP in the creation of the subdivision, The Preserve at Rock Creek (former Bowie Mill Estates). Today, the parcel is a mixture of open space (where the original Cashell farmhouse once stood), forested area, and preserved trees. A number of significant trees ring the property, and a new home erected in 2016 sits in the SE corner of the property, where the homeowner (applicant) resides. A contributing wood frame barn was relocated to this parcel, adjacent to the 1940s stone building, by order of MCPB Plan 120060320. Today, the property contains these three structures spread out across primarily open land: the non-contributing stone building/tenant house; the relocated contributing barn; and the 2016 owner residence. The purpose of the fence is to protect the historic structures and the home in an effort to reduce vandalism and destruction of the buildings, as well as impact from wild animals. The original Cashell farmhouse was destroyed by arson and there have been subsequent arson attempts on the barn and stone house. The site location, adjacent to Magruder High School, makes these structures an attractive nuisance.

Description of Work Proposed: Please give an overview of the work to be undertaken:

This application proposes the installation of approximately 1146 linear feet of 72" tall black aluminum fence around the majority of the property. For 360 linear feet at the rear of the property, behind the wooded area and adjacent to the Transco gas pipeline, 72" tall 9 gauge black vinyl coated chain link fence is specified. The overall project also includes an area of approximately 370 feet at the front of the property, which traverses a historic view shed. It is the contention of the homeowner that the black aluminum fence will not adversely impact the view of the historic buildings or trees. With the exception of approximately 30 feet crossing the original driveway approach to the property, the top of the remaining 340 feet of fence that traverses the view shed is essentially level with the grade of the higher ground.

Work Item 1: Fence Installation - Aluminum Block

Description of Current Condition:

Un-fenced property primarily ringed by trees and brush. Trees will not be disturbed by the fence installation.

Proposed Work: Install 1146 linear feet of 72" tall Aberdeen Series 3 Rail residential grade aluminum fence around the perimeter of the property. Fence shall terminate at the rear corners of the 2016 home and will include two ten-foot double gates for maintenance, as well as a 5-foot gate and a 3-foot gate for access and maintenance.

Work Item 2: Fence Installation - Chain Link

Description of Current Condition:

Un-fenced property at the rear of a wooded area, facing the Transco pipeline. Perimeter contains brush and small trees <6" trunk diameter. Trees will not be disturbed.

Proposed Work: Install 360 linear feet of 72" tall 9-gauge black vinyl coated chain link fence. Fence framework will be black vinyl coated tube 2" line posts, 2.5" terminal posts, 1 5/8" top rail, and bottom tension wire.

Work Item 3: \_\_\_\_\_

Description of Current Condition:

Proposed Work:



Adjacent and Confronting Properties:

Rockville, MD 20855

5 Heartwood Terrace

7 Heartwood Terrace

8 Heartwood Terrace

5607 Achille Lane

5608 Achille Lane

5610 Achille Lane

16601 Heartwood Drive

5705 Achille Lane

5707 Achille Lane

5709 Achille Lane

Preserve At Rock Creek

955 A Russell Avenue

Gaithersburg, MD 20879

# HISTORIC AREA WORK PERMIT CHECKLIST OF APPLICATION REQUIREMENTS

	Required Attachments						
Proposed Work	I. Written Description	2. Site Plan	3. Plans/ Elevations	4. Material Specifications	5. Photographs	6. Tree Survey	7. Property Owner Addresses
New Construction	*	*	*	*	*	*	*
Additions/ Alterations	*	*	*	*	*	*	*
Demolition	*	*	*		*		*
Deck/Porch	*	*	*	*	*	*	*
Fence/Wall	*	*	*	*	*	*	*
Driveway/ Parking Area	*	*		*	*	*	*
Grading/Excavation/ Landscaping	*	*		*	*	*	*
Tree Removal	*	*		*	*	*	*
Siding/ Roof Changes	*	*	*	*	*		*
Window/ Door Changes	*	*	*	*	*		*
Masonry Repair/ Repoint	*	*	*	*	*		*
Signs	*	*	*	*	*		*



DEPARTMENT OF PERMITTING SERVICES

Marc Elrich  
*County Executive*

Mitra Pedoeem  
*Director*

# HISTORIC AREA WORK PERMIT APPLICATION

Application Date: 2/14/2022

Application No: 983374  
AP Type: HISTORIC  
Customer No: 1413661

## Comments

Fence requires Historic Staff review due to a portion of it falling within a historic view shed. The purpose of the fence is for the protection of the historic structures, which have been subject to vandalism and arson.

## Affidavit Acknowledgement

The Homeowner is the Primary applicant  
This application does not violate any covenants and deed restrictions

## Primary Applicant Information

Address 5701 ACHILLE LN  
ROCKVILLE, MD 20855

Homeowner Bertrand (Primary)

## Historic Area Work Permit Details

Work Type ADD

Scope of Work Install new black aluminum block 72" security fence around perimeter of the 5-acre property.

**Historic Area Work Permit Application #983374**

5701 Achille Lane, Derwood, Maryland 20855

**Supporting Tree Survey and Historic Photographs**

February 14, 2022



**Figure 1.**

***Overhead view of 5701 Achille Lane 5-acre historic property***

Main residence is in the southeast corner.

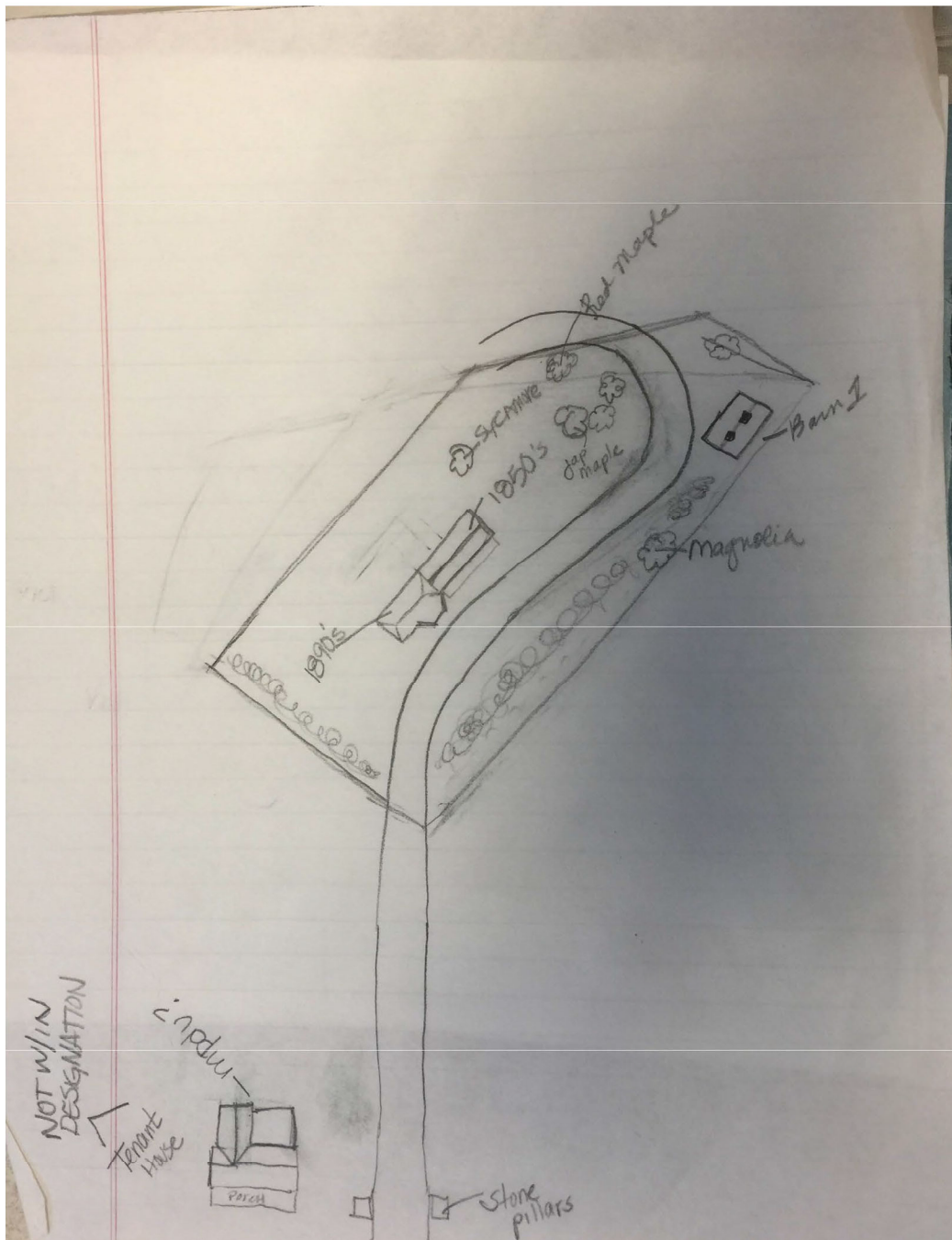
Historic structures are north of the open lawn clearing.

Original location of Cashell farmhouse is in the clearing at the center of the photograph.

Muncaster Mill Road is southwest of the photograph.

Magruder High School and the Transco pipeline are located to the northwest of the photo.





**Figure 2.**  
**Sketch circa 1996.**

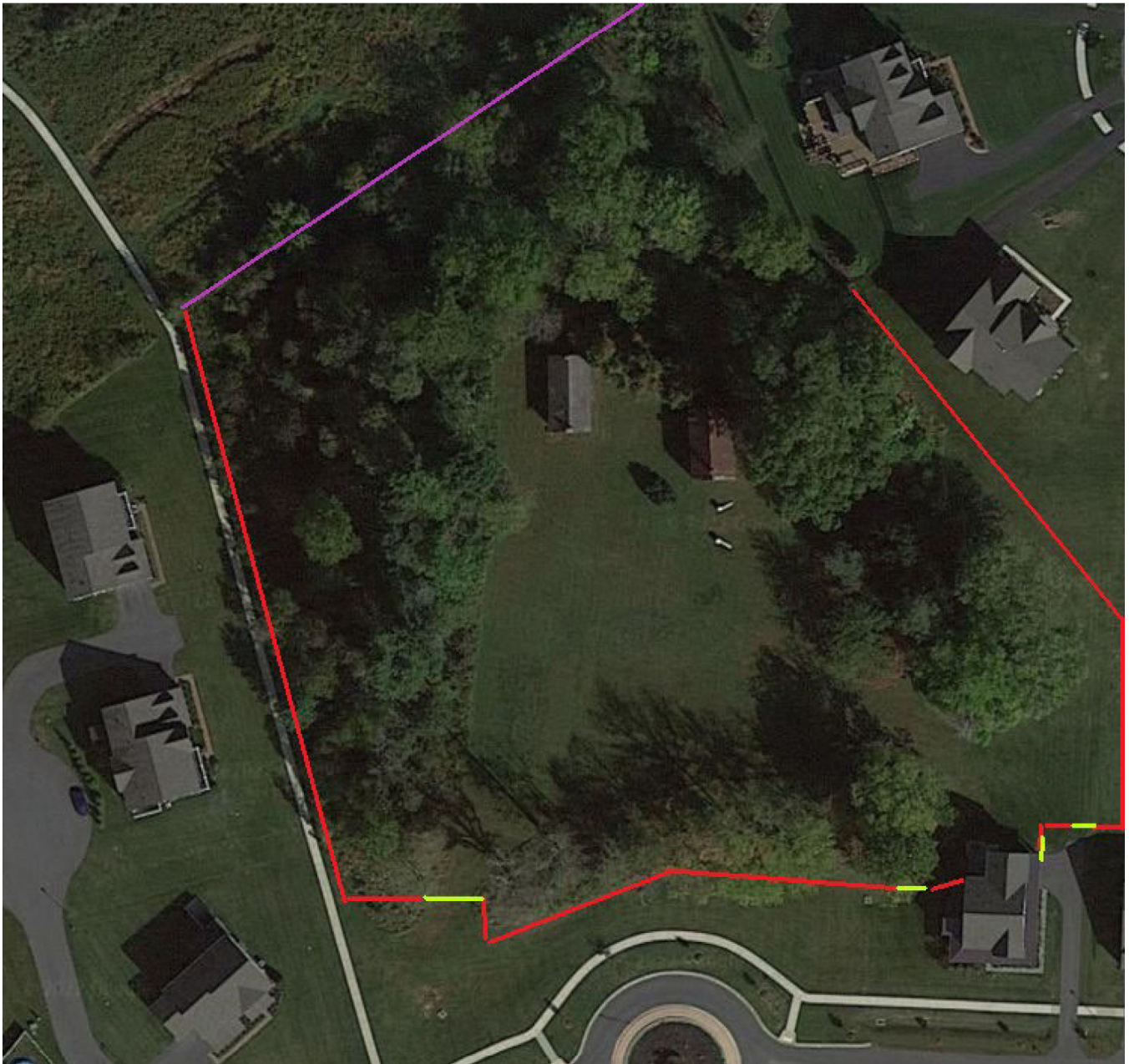
Sketch of Cashell Farmstead, showing former location of 1890s/1850s farmhouse and original driveway from Muncaster Mill Road.

"Barn 1" is indicated in approximately the present location of the 2016 owner residence.

The existing line of trees on the southern border of the property is indicated to the south-east of the driveway in this sketch, including the Magnolia tree.

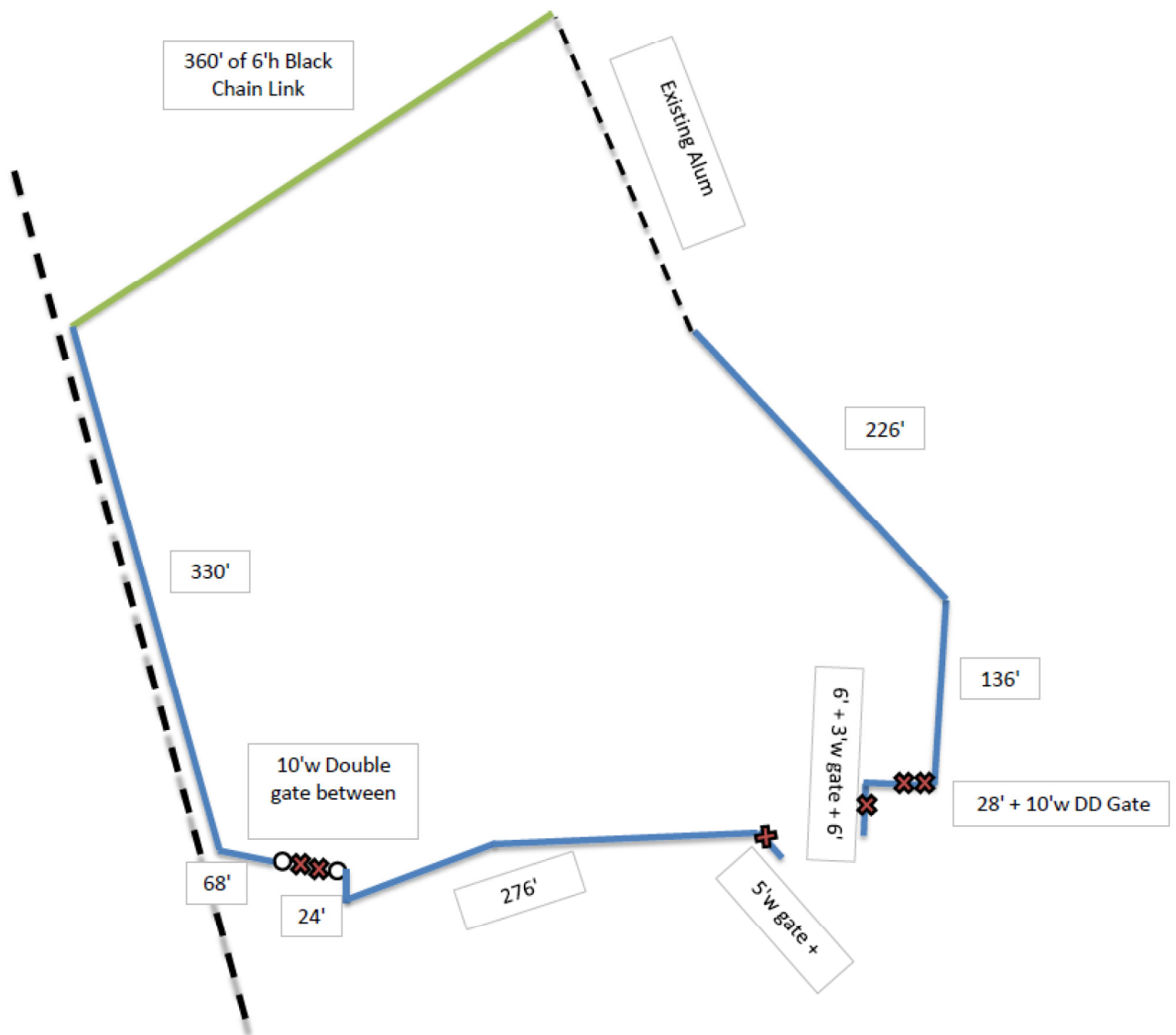
A double-gate of six-foot black aluminum bars is proposed to be located where the former driveway crossed the property border trees.

No trees are proposed to be removed in the installation of the fence.



**Figure 3.**  
***Overhead view of 5701 Achille, Showing Proposed Fence.***

Red Lines =	6-Foot Aluminum Block Fence Sections
Green/Yellow Lines =	6-Foot high Aluminum Block Gates
Purple Line =	6-Foot Black Chain-Link Fence (at rear of property along gas line)



**Figure 4.**  
***Fence Layout from Contractor Frederick Fence Company.***

Indicates gate locations, fence materials, and where an existing black aluminum block fence (in the northeast corner) will be incorporated into the new run of fencing.





**Figure 5.**

*Aerial Shot of Cashell Farm, Circa 1996.*

Muncaster Mill Road is to the North in this photograph.





**Figure 6.**

***Present Day View through the border trees looking toward the historic structures***

The original driveway ran between the border trees shown in this photograph. A double-gate is proposed here composed of black aluminum bars.

Note the elevation change: The historic structures sit higher than the proposed black fence, which is anticipated to largely disappear into the background from a distance.





**Figure 7.**

***View up Achille Lane, From Muncaster Mill Road, Looking toward Viewshed***

The historic structures are visible just beyond the street sign, located right of center in this photograph.

The proposed double gate composed of black aluminum bars would traverse the former driveway opening located just beyond the street sign.





**Figure 8.**  
***Rear of Property Along Transco Gas Line***

The wooded area at the rear of the property is seen just beyond the brush in the foreground. The Magruder High School access sidewalk (an easement on the historic lot) is seen crossing the foreground.

The black chain link fence is anticipated to disappear against the trees.

The black aluminum block fence will begin adjacent to the sidewalk, running out of the right side of the frame of this photograph, parallel to the sidewalk until reaching the front of the property.





**Figure 9.**  
***Magruder High School Access Sidewalk, Adjacent to Transco Pipeline***

Black chainlink fence and black tubular steel railings about the Magruder High School Access Sidewalk as it crosses the Transco Pipeline, adjacent to the historic lot.

The proposed black chainlink fence at the rear of the historic lot would match what is already present at this location.

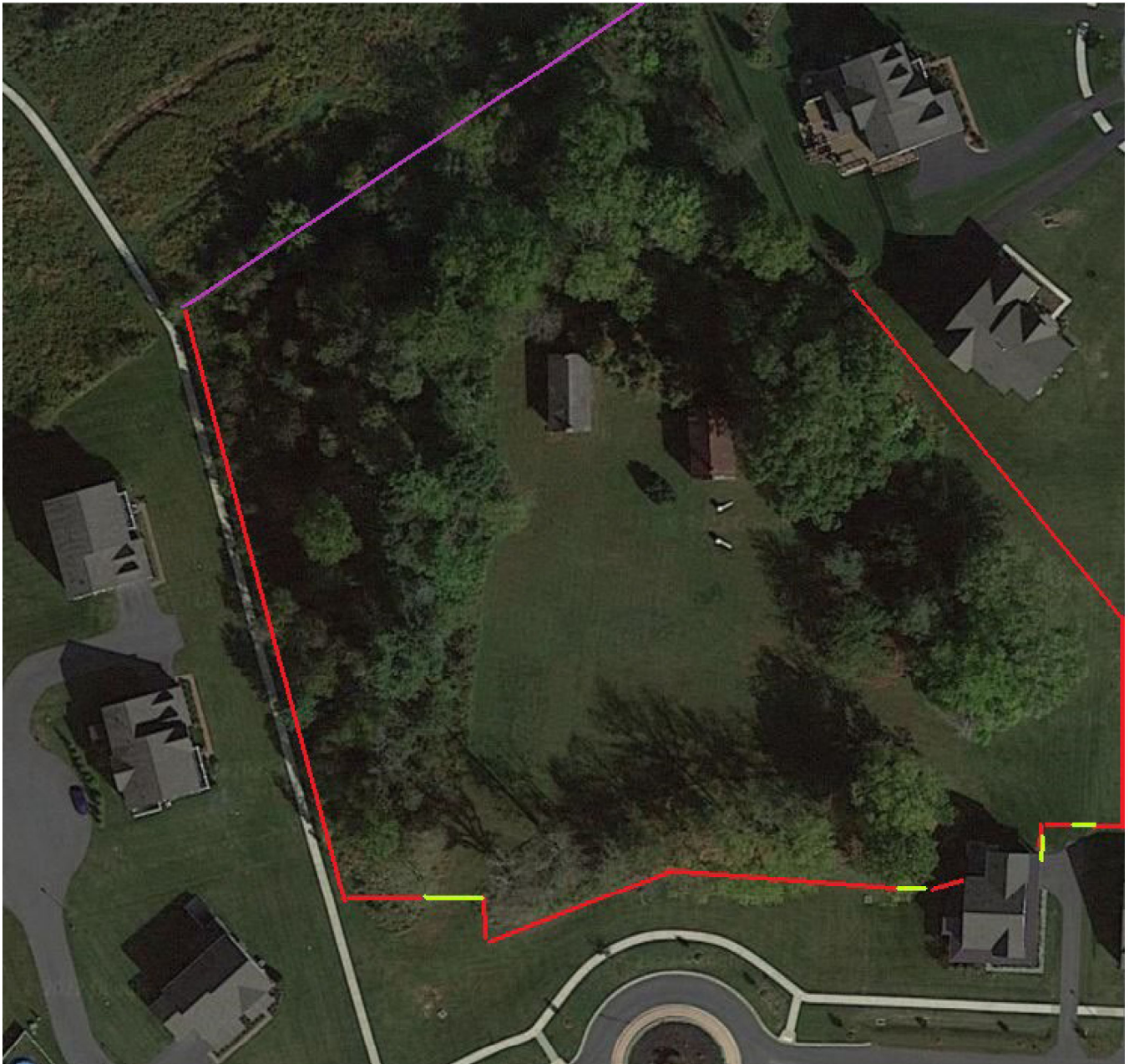


**Historic Area Work Permit Application #983374**

5701 Achille Lane, Derwood, Maryland 20855

**Material Specifications**

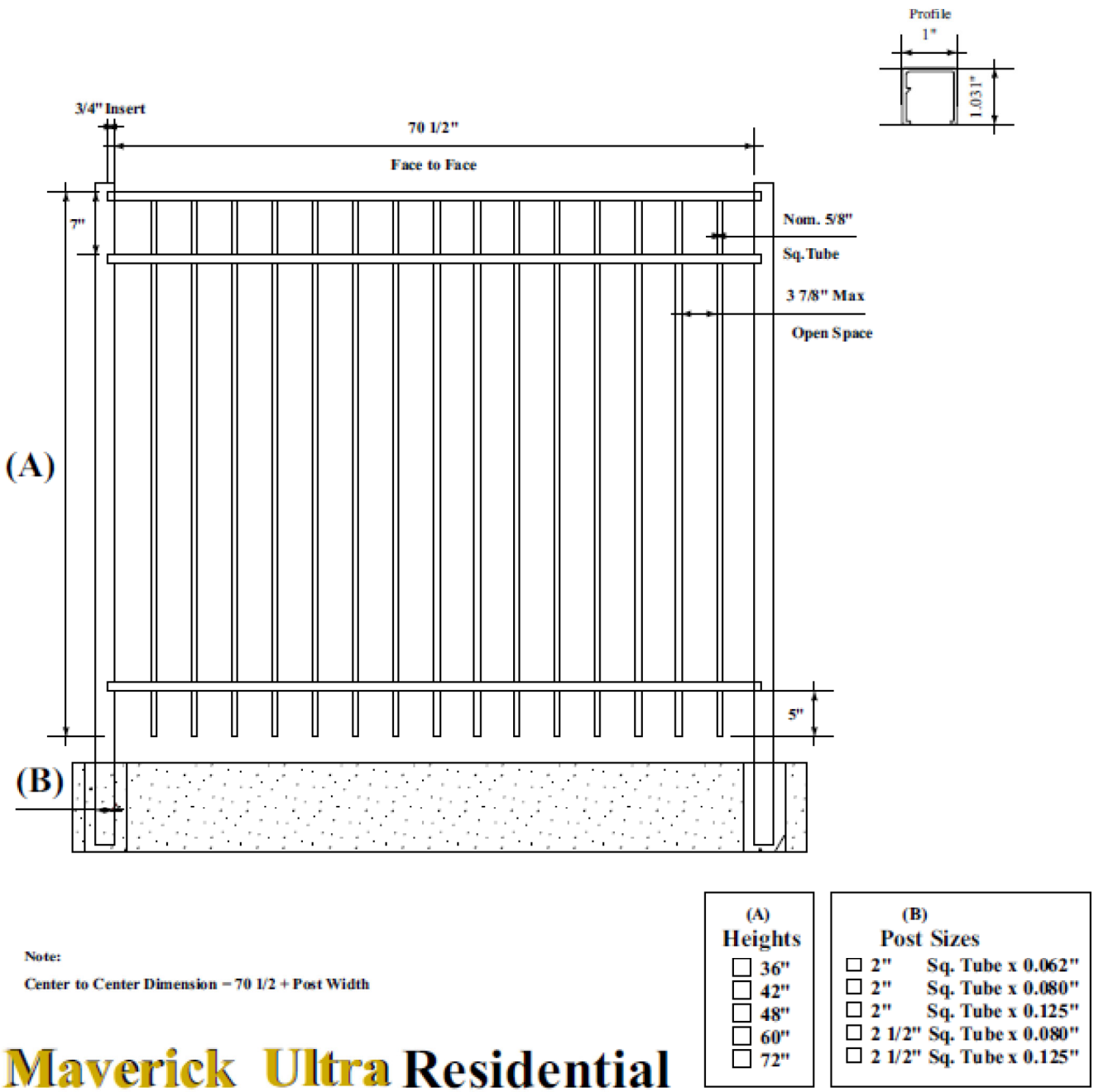
February 14, 2022



**Figure 10.**  
***Overhead view of 5701 Achille, Showing Proposed Fence.***

Red Lines =	6-Foot Aluminum Block Fence Sections
Green/Yellow Lines =	6-Foot high Aluminum Block Gates
Purple Line =	6-Foot Black Chain-Link Fence (at rear of property along gas line)





Maverick

Ultra Residential

Panel

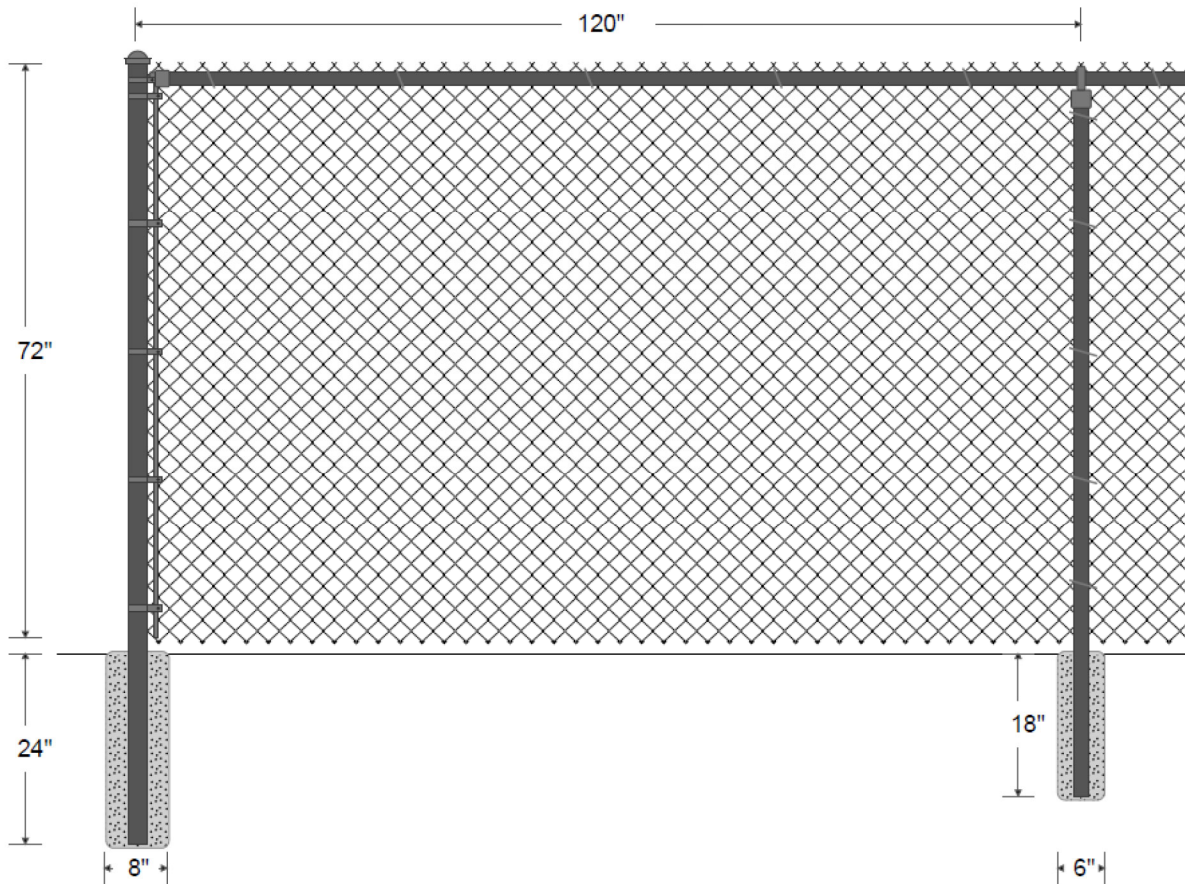
72" W Aberdeen

3 Rails Flat Top

Figure 12.

Specifications for Six-Foot High Black Aluminum Fence with 2" Square tube Posts

Courtesy of Frederick Fence



72" tall Chainlink Fabric with Barb / Knuckle Selvage and 2" Mesh Size.

Specifications:

96" tall, 2 1/2" diameter Terminal Post with 8" post footing diameter and 24" post footing depth.

90" tall, 2" diameter Line Post with 8" post footing diameter and 18" post footing depth.

Top of Fence has 1 5/8" diameter Top Rail.

Bottom of Fence has Fabric Only.

Line Post Spacing: 120"

Tie Wire Spacing is every 24" on Rails.



FREDERICK FENCE CO., INC.  
1505 TILCO DRIVE  
FREDERICK, MD 21704  
(301) 663-4000

72" Chainlink Line of Fence

Drawn: 2/1/2022  
File:

**Figure 13.**

***Specifications for Six-Foot High Black Chain Link Fence with 2" line posts, 2.5" terminal posts***

Courtesy of Frederick Fence





**Figure 14.**  
*Example of Six-Foot Tall, 3-Rail Fence with Arched Entry Gate*

Photo Courtesy of Frederick Fence





**Figure 15.**  
***Example of Six-Foot Tall, Black Chain Link Fence with Top Rail***

Photo Courtesy of Frederick Fence

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MHIC # 16416



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Fax: 301-663-0017

<b>OWNERS NAME(S):</b> Robert Bertrand	<b>DATE:</b> 1/22/2021
<b>JOB ADDRESS:</b> 5701 Achille Lane	<b>EMAIL:</b> <a href="mailto:robbertrand@outlook.com">robbertrand@outlook.com</a>
<b>CITY STATE &amp; ZIP:</b> Derwood MD 20885	<b>HOME:</b>
<b>BILLING ADDRESS:</b> Same	<b>CELL:</b> 202-827-4371

**DESCRIPTION OF WORK TO BE COMPLETED BY CONTRACTOR:**

Furnish labor and materials to install approximately 1146 linear feet of 72" tall Aberdeen Series 3 Rail residential grade aluminum fence.

All posts to be secured in the ground using wet pour concrete.

Install (1) 4' wide 6' tall 3 rail IronWorld residential grade aluminum Flat Top gate(s).

Install (1) 5' wide 6' tall 3 rail IronWorld residential grade aluminum Flat Top gate(s).

Install (2) 10' wide 6' tall Double Drive 3 rail IronWorld residential grade aluminum Flat Top gate(s). Double drive gate(s) will be installed with one drop rod.

Install (8) 2.5" 0.125 wall gate post(s).

Furnish labor and materials to install approximately 360 linear feet of 72" tall 9 Gauge Black vinyl coated Chain Link fence. Fence framework will be black vinyl coated Tube 2" line posts, 2.5" terminal posts, 1-5/8" top rail, and bottom tension wire.

All posts to be secured in the ground using wet pour concrete.

Frederick Fence Company to obtain Montgomery County Permit.

**DISCLAIMERS:**

- Customer responsible for boundary lines and fence location and will confirm start and stop points with foreman at start of installation.
- Property Pins are the best way to ensure property boundaries. A plat/survey can be used but the Homeowner is responsible for any subsequent consequences.
- Frederick Fence does not haul away dirt or rocks. Customer to indicate to foreman location to spread or pile dirt.
- Frederick Fence is not responsible for damage to underground sprinklers, dog fences, or private utilities.
- No refunds or returns on special order materials (Includes Vinyl, Aluminum, & Steel Fence).

Owner Initials:

**PAYMENT TERMS AND INSTALLATION INFORMATION:**

<b>APPROXIMATE STARTING AND COMPLETING:</b> Work under this contract will start approximately <u>8-12</u> weeks subject to circumstances beyond the control of the contractor, (including weather) and will be completed in approximately <u>      </u> day(s).	<b>CONTRACT TOTAL</b> \$ <b>74,327.00</b>
1) HOA Approval Needed?..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Deposit</b> \$ <b>24,776.00</b>
2) Permit Needed?..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>2nd Deposit</b> \$ <b>24,776.00</b>
3) Call Utilities?..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Final Balance Due Upon Completion</b> \$ <b>24,775.00</b>
4) Needs to meet pool code?..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5) Digger Accessible?..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

For the above services and/or materials & equipment (also permits where required) the OWNER agrees to pay the CONTRACTOR the total amount stated in the box labeled "Contract Total". A deposit will be required before project start and may not exceed 1/3 of the total contract price. A second deposit will be required at the start of the job for all jobs exceeding \$10,000 and must not exceed 1/3 of the total contract price. The final balance will be due upon completion.

**CREDIT CARD INFORMATION:**

Card #  Exp.  CSV  Would you like us to charge your card upon completion? ☐ Yes ☐ No

**CONTRACT ACCEPTANCE:**

The undersigned CONTRACTOR and OWNER agree and accept the terms and conditions set forth in pages 1 through 4 and further agree that this contract contains the final and entire agreement between the parties here to and neither they nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not herein contained. This contract is not binding upon FREDERICK FENCE CO, INC. until accepted. **You, the buyer, may cancel this transaction at any time prior to midnight of the fifth business day or seventh business day if the buyer is at least 65 years old, after the date of this transaction.**

Date:  Owner Signature:

Lic. No.  Salesman: Brody Barger

Pricing and approx. lead time on this contract is only valid for 2 weeks from estimate date and will need to be re-quoted if date of signing is after 2/5/2021

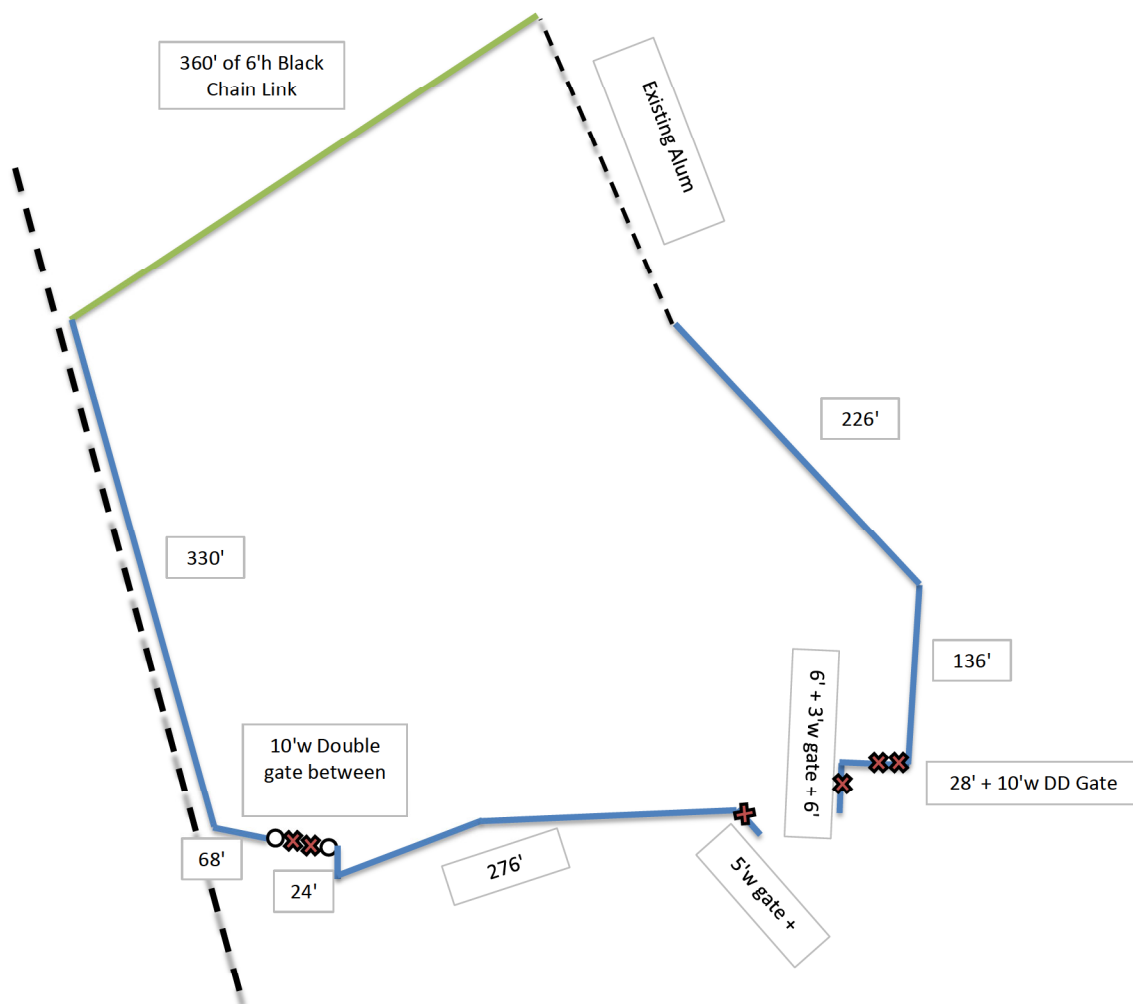
27

OWNER(S) NAME: Robert Bertrand



DRAWING: OWNER TO GO OVER LOCATION OF FENCE & GATES WITH FOREMAN

Owner  
Initials:



not to scale

### DISCLAIMERS

- Customer responsible for boundary lines and fence location and will confirm start and stop points with foreman at start of installation.
- Property Pins are the best way to ensure property boundaries. A plat/survey can be used but the Homeowner is responsible for any subsequent consequences.
- Frederick Fence does not haul away dirt or rocks. Customer to indicate to foreman location to spread or pile dirt.
- Frederick Fence is not responsible for damage to underground sprinklers, dog fences, or private utilities.
- No refunds or returns on special order materials (Includes Vinyl, Aluminum, & Steel Fence).



**OWNER(S) NAME:** Robert Bertrand

**Article I. PAYMENTS**

1.1 All payments as set forth on the front of this "Contract are due at the times indicated in this contract or upon receipt of a bill(s) from the contractor to the OWNER, whatever shall occur first. Any amount remaining unpaid for more than 10 days after demand shall bear interest at the rate of 2% per month (24% per annum).

1.2 Contractor reserves the right to stop work if payments are not made according to the contract draw schedule.

**Article II. CHANGES**

2.1 Any changes or deviations from the terms of this Contract or from plans and specifications set forth herein, including any additional work requested by the OWNER must be agreed upon in writing by the OWNER and CONTRACTOR before they shall be considered binding. The cost of any changes, deviations, or additions shall also be agreed upon in writing and the CONTRACTOR may demand payment in full before making the changes or deviations or commencing the additional work. All such changes, deviations, or additions must be documented by a Change Order as provided herein.

2.2 Change Orders. For the purposes of this Contract, a Change Order shall mean a request by the Owner for extra or additional work to be completed, which modifies the Project under the Contract, a request for substitution of materials, or a special/custom order for material(s), and any change to the original plans and specifications. No change, modification, addition, or redesign shall be valid unless authorized by the Contractor and Owner in writing in a "Change Order," which shall be incorporated as part of this Contract. All Change Orders need to be agreed upon in writing, including cost, additional time considerations and a description of the location where the work will be completed, and shall be signed by both parties. The balance of the original contract and the Change Order shall be paid upon completion of the Work specified. The estimated completion date of the Work shall be extended by the time necessary to complete any Change Order. Any expense incurred by Contractor in assembling custom items shall be determined by the Contractor. The Contract Price shall be increased or decreased as required by the modifications to the Project as identified in the Change Orders.

2.3 Contractor reserves the right to reject any Change Order request by Owner if the Change Order would materially affect Contractor's operations, or violate local building codes or any other governmental regulations, or require Work already performed to be demolished and reconstructed.

**Article III. CONTRACTOR'S LIMITED WARRANTY**

3.1 FREDERICK FENCE CO. warrants that all work will be performed in a workmanlike manner and in accordance with standard practices. Owner hereby acknowledges that wooden fencing materials are subject to cracking, splitting, checking, warping, and bowing when exposed to the sun, rain, humidity, and weather; and that the CONTRACTOR makes no warranties against the occurrence of such changes in wooden fencing materials.

3.2 Fences are guaranteed against defect in workmanship for a period of eighteen months (18) from the date of completion.

3.3 This warranty does NOT cover materials warranted by manufacturers; damage caused by fire, floods, strike, war, or civil disturbances; or damage caused by negligence or abuse.

3.4 This warranty covers the OWNER or OWNERS of the real property on which the work is performed.

3.5 The sales personnel of the CONTRACTOR are not authorized to make warranties about the merchandise, equipment, or services described in this Contract. CONTRACTOR'S employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon the OWNER, and are not part of this Contract. The entire contract is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this written Contract. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.

**Article IV. CONSTRUCTION/WORK**

4.1 Contractor shall not be liable for any delay due to circumstances beyond its control, including but not limited to, strikes, casualty, general unavailability of material, acts of nature, weather, etc.

4.2 There shall be excluded from the computation of any period of time set herein by CONTRACTOR any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, inclement weather, permitting delays, or any other causes which are beyond the reasonable control of such party despite its due diligence.

4.3 The price set forth on the front of this Contract does not contemplate the encountering of swampy conditions. CONTRACTOR is not responsible for damage caused to underground obstructions, such as underground pipes, sprinkler systems, cables, septic tanks, private utilities, electronic containment systems, etc.

4.4 Owner and Contractor further acknowledge and agree that any perceived defects, imperfections, etc., in Contractor's work is not grounds for the Owner to terminate the Contractor until the Contractor has the opportunity to complete the Project, including the Owner's punch list items, and has the opportunity to cure any defects or problems as provided in Section 4.3.

4.5 Owner expressly agrees that they are responsible for the removal and replanting of all vegetation (including but not limited to: trees, shrubs, flowers, and grass) and that Contractor shall not, in any event, be liable for any damages to vegetation in the vicinity of the construction area and all routes of access thereto. Owner specifically recognizes Contractor's necessity of complete access to the job location for all required equipment.

**OWNER(S) NAME:** Robert Bertrand

**Article V. HOME-IMPROVEMENTS COMMISSION**

5.1 PLEASE BE NOTIFIED THAT EACH CONTRACTOR AND SUBCONTRACTOR PERFORMING MARYLAND HOME IMPROVEMENT WORK MUST BE LICENSED BY THE HOME IMPROVEMENT COMMISSION, AND ANYONE MAY ASK THE COMMISSION ABOUT A CONTRACTOR OR SUBCONTRACTOR. THE TELEPHONE NUMBER OF THE HOME IMPROVEMENT COMMISSION IS (410) 230-6309. THE WEBSITE FOR THE MARYLAND HOME IMPROVEMENT COMMISSION IS <http://www.dlir.state.md.us/license/mhic/>.

A. FORMAL MEDIATION OF DISPUTES BETWEEN HOMEOWNERS AND CONTRACTORS IS AVAILABLE THROUGH THE COMMISSION.

B. THE COMMISSION ADMINISTERS THE GUARANTY FUND, WHICH MAY COMPENSATE HOMEOWNERS FOR CERTAIN ACTUAL LOSSES CAUSED BY ACTS OR OMISSIONS OF LICENSED CONTRACTORS

5.2. Contractor identifies its company to be insured and licensed in the state of Maryland. The Maryland Home Improvement Commission #16416.

**Article VI. OWNER'S RESPONSIBILITIES**

6.1 OWNER assumes full responsibility for location of the line upon which the fence will be installed, together with all questions of ownership and location of property lines. OWNER agrees that the fence lines will be clear of all obstructions and that the line will be accurately marked by him by stakes or otherwise.

6.2 Contractor shall be provided with free access to the work area. Work areas should be devoid of debris, and other matter that may obstruct the job site and/or prevent Contractor from performing the scope of work under the terms of this Contract. Owner shall provide Contractor access to the Property as necessary to complete the work by providing Contractor and/or its subcontractor's access on such dates and times as designated by Contractor.

The Completion Date shall be extended by any delays caused by Owner's failure to provide timely access to the Property.

**Article VII. DISPUTE RESOLUTION.**

7.1 All disputes between the parties that may arise under this Contract shall be mediated by a mediator mutually agreeable to both parties. Unless otherwise agreed in writing by the parties, mediation fees, costs and expenses shall be divided and paid equally by the parties to the mediation. If either party elects to have an attorney present that party shall pay his or her own attorney's fees.

7.2 The parties agree to request mediation in writing. Thereafter, the party seeking mediation agrees to contact the Frederick County Circuit Court to obtain a list of trained mediators. Within 30 days after requesting mediation, the parties agree to select a mediator from the list and to schedule one two-hour session to mediate the dispute. The parties agree to mediate the matter in good faith, and the parties agree to split the costs for the mediator. If mediation results in a resolution, the parties will execute a written statement of their agreement.

7.3. Should an action be brought against Contractor all damages are limited to the amount actually received by Contractor from Owner. Contractor shall not, under any circumstances, be liable for special or consequential damages, such as but not limited to damage or loss of other property or equipment, loss of profits or revenue, or loss of habitability.

7.4 In the event the Owner breaches any term, condition or obligation created by this Contract, and the Contractor shall have to initiate a lawsuit, action or other proceeding against the Owner, the Contractor shall be entitled to be reimbursed from the Owner for all its reasonable attorneys' fees and court costs.

7.5 The Contract shall be construed and interpreted in accordance with the laws of the State of Maryland.

**Article VIII. OTHER COVENANTS**

8.2 TERMINATION BY CONTRACTOR: Contractor may terminate the contract if the project is (i) stopped by the Owner or under an order of any court or public authority having jurisdiction, (ii) if the Owner fails to make a payment or otherwise defaults after written notice to Owner and a reasonable opportunity to cure. In such an event Owner shall forfeit any money paid to Contractor. Contractor may also recover from Owner money for all work performed and for any loss sustained regarding any material purchased. In lieu of termination, Contractor may continue the project in which case the completion date shall be extended to account for any delays caused by OWNER'S failure to comply with terms of the contract.

8.4 YOU HAVE THE RIGHT TO CONSULT AN ATTORNEY.

8.5 The persons signing or otherwise authorizing this agreement: (1) represents and warrants that he/she has the authority to enter into this agreement.





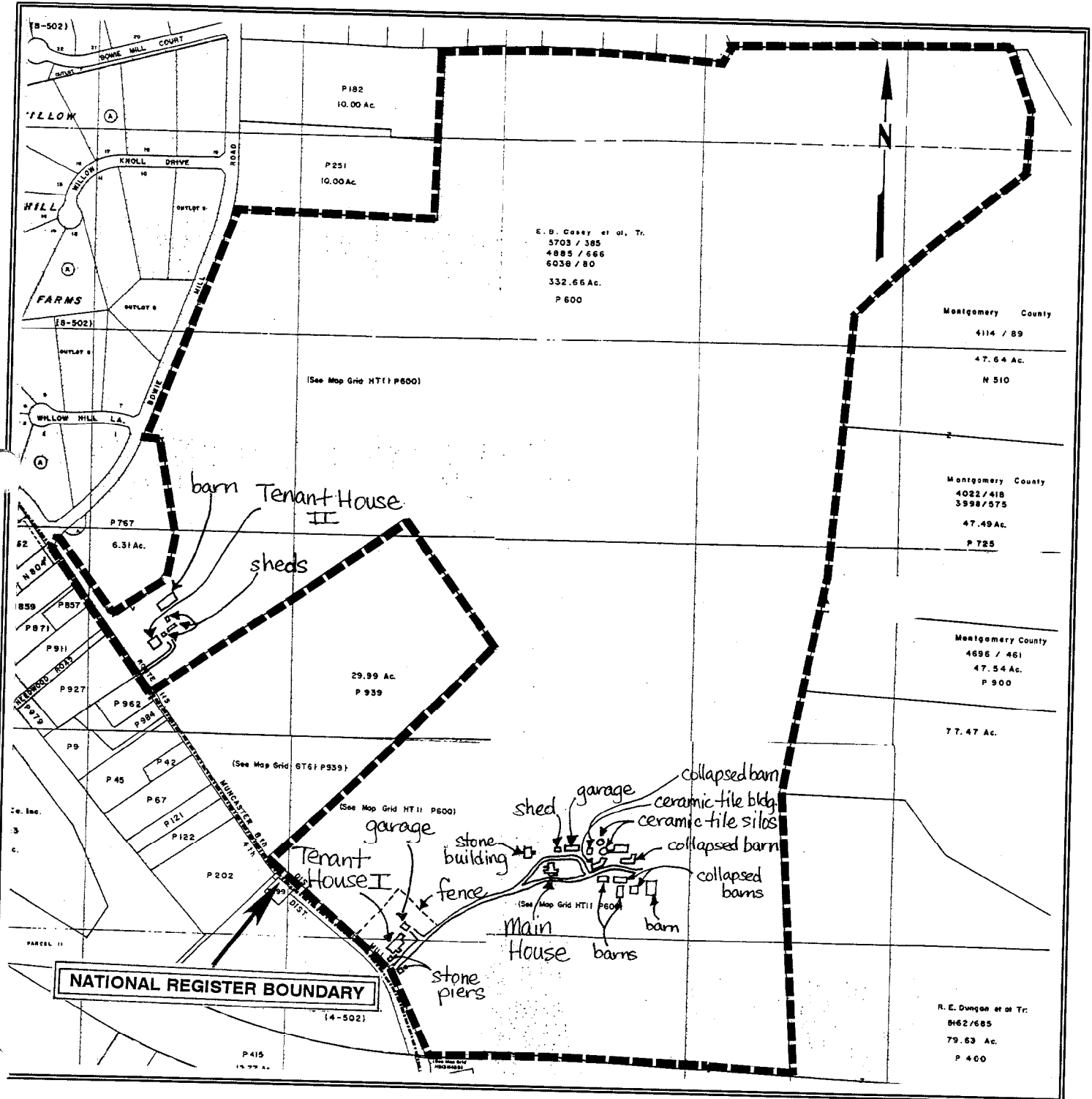


**MARYLAND HISTORICAL TRUST ADDENDUM SHEET  
INTERCOUNTY CONNECTOR PROJECT**

**Property Name:** Cashell Farm  
**Survey No:** M:22-25 (PACS A6.32, A6.33, A7.22)

**Property Address** 5861, 5867, 6001 Muncaster Mill Road, Derwood, Montgomery County  
**Owner Name/Address** Eugene B. Casey Trust, 5867 Muncaster Mill Road, Derwood, Maryland  
**Year Built** circa 1860

**Resource Sketch Map and National Register Boundary Map:**



**Preparer:**  
**P.A.C. Spero & Company**  
**October 1996**