

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

<b>Address:</b>	10109 Grant Ave., Silver Spring	<b>Meeting Date:</b>	4/20/2022
<b>Resource:</b>	1870 – 1916 Resource Capitol View Park Historic District	<b>Report Date:</b>	4/13/2022
<b>Applicant:</b>	Dory Halbe	<b>Public Notice:</b>	4/6/2022
<b>Review:</b>	HAWP	<b>Tax Credit:</b>	No
<b>Case No.:</b>	986507	<b>Staff:</b>	Dan Bruechert
<b>PROPOSAL:</b>	Hardscape Alteration		

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**STAFF RECOMMENDATION**

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

**ARCHITECTURAL DESCRIPTION**

**SIGNIFICANCE:** 1870-1916 - Resource in the Capitol View Historic District  
**STYLE:** Vernacular  
**DATE:** 1903



*Figure 1: The subject property includes two out-lots to the rear.*

## **PROPOSAL**

The applicant proposes to construct a sports court at the rear of the property.

## **APPLICABLE GUIDELINES**

### ***Capitol View Park Historic District***

When reviewing alterations and new construction within the Capitol View Park Historic District several documents are to be utilized as guidelines to assist the Commission in developing their decision. These documents include the *Approved & Adopted Sector Plan for Capitol View & Vicinity (Sector Plan)*, *Montgomery County Code Chapter 24A (Chapter 24A)*, and the *Secretary of the Interior's Standards for Rehabilitation (Standards)*. The pertinent information in these documents is outlined below.

### ***Montgomery County Code; Chapter 24A-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 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
- (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.)

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

The Secretary of the Interior defines rehabilitation as “the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features, which convey its historical, cultural, or architectural values.” The *Standards* are as follows:

- 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.
- 9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- 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 a two-story tall vernacular farmhouse constructed c.1903 on a large lot. At the rear of the property, there are two out-lots. The applicant proposes to construct a sports court (similar to a



tennis court), measuring 44' 11" × 30' 9" (forty-four feet, eleven inches by thirty feet, nine inches) on these out-lots. The court will be concrete on a steel mesh base and will have lines painted on it for basketball and pickleball.

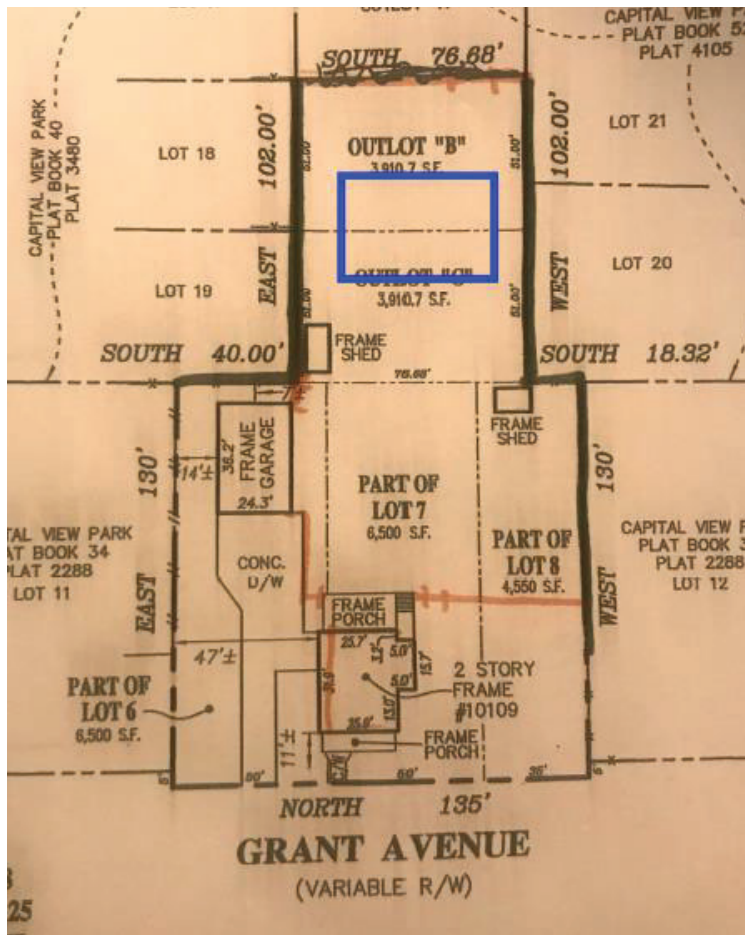


Figure 2: Site plan showing the location of the house and the proposed court (the size of the court in the rear is illustrative and not to scale).

No trees will be impacted in this location. Additionally, the applicant does not propose any additional walkways, fencing, or lighting associated with the proposed court.

Staff finds that visibility of the court from the public right-of-way will be very limited due to several factors. First, the court will be obscured by a number of built features including the historic house, garage, and wood fencing. Second, Staff finds the substantial distance from the right-of-way to the court - more than 140' (one hundred forty feet) - is sufficient to limit its visibility.

Next, Staff finds the proposed sports court will not impact the district's existing settlement pattern, as the out lots were created in 1955. Note, Menlo Ave. does extend between Barker and Loma as shown on the plat map. Therefore, these out lots are entirely land-locked, which limits their ability to be further developed.

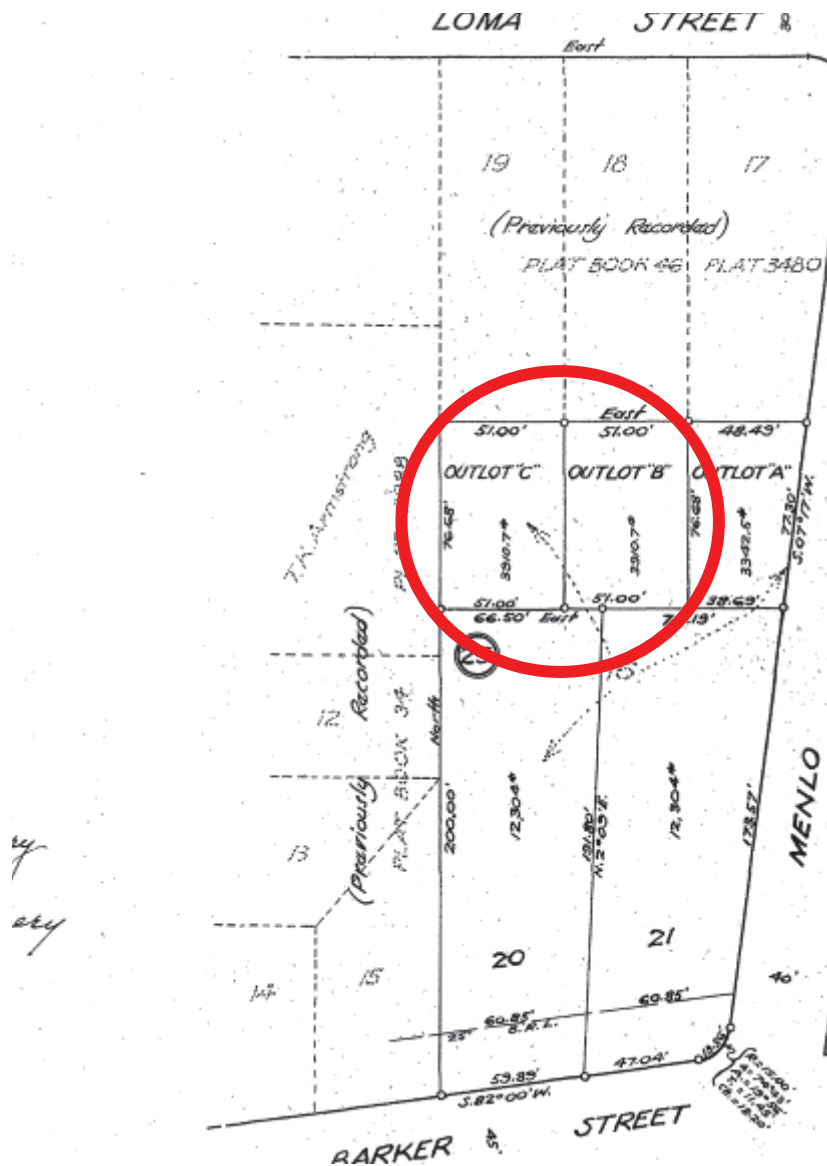


Figure 3: The court will be installed on out lots 'C' and 'B'.

Staff's final considerations are the impact on the existing landscape and the ability to return the landscape to its pre-construction condition. No trees will be impacted by the proposed work, so the established tree canopy will not be altered by the proposed work. Staff finds that the court and rebar could be removed from the site in the future and the landscape could be returned to its current appearance as required under Standards 10.

### **STAFF RECOMMENDATION**

Staff recommends that the Commission **approve** the HAWP application under the Criteria for Issuance in Chapter 24A-8(b)(2) and (d), 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 [dan.bruechert@montgomeryplanning.org](mailto:dan.bruechert@montgomeryplanning.org) to schedule a follow-up site visit.





FOR STAFF ONLY:  
HAWP# 986507  
DATE ASSIGNED \_\_\_\_\_

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

**APPLICANT:**

Name: Dory Halbe  
Address: 10109 Grant Ave.  
Daytime Phone: 408-391-4369

E-mail: thehalbehouse@gmail.com  
City: Silver Spring Zip: 20910  
Tax Account No.: \_\_\_\_\_

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

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

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

**LOCATION OF BUILDING/PREMISE:** MIHP # of Historic Property \_\_\_\_\_

Is the Property Located within an Historic District? Yes/District Name Capitol View Park  
No/Individual Site Name \_\_\_\_\_

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: \_\_\_\_\_ Street: \_\_\_\_\_

Town/City: \_\_\_\_\_ Nearest Cross Street: \_\_\_\_\_

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Subdivision: \_\_\_\_\_ 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 type="checkbox"/> Fence                          | <input type="checkbox"/> Solar                           |
| <input type="checkbox"/> Demolition                    | <input checked="" type="checkbox"/> Hardscape/Landscape | <input type="checkbox"/> Tree removal/planting           |
| <input checked="" 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.

Dorothy Halbe  
Signature of owner or authorized agent

03/10/22

Date

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

**Owner's mailing address**  
Dory Halbe  
10109 Grant Ave.  
Silver Spring, MD 20910

**Owner's Agent's mailing address**

**Adjacent and confronting Property Owners mailing addresses**

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

House built in 1892. 2 sublots in rear of property. The sublots are not developed. Only a shed is one one.

Landscape is bare and no trees or significant changes need to be made to the area.

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

Installation of a  
30'11" x 45' x 4" steel reinforced concrete base in the rear of the property.  
Will be used as a sports patio.

Contract and schematics attached to email.



Work Item 1: _____	
Description of Current Condition:	Proposed Work:

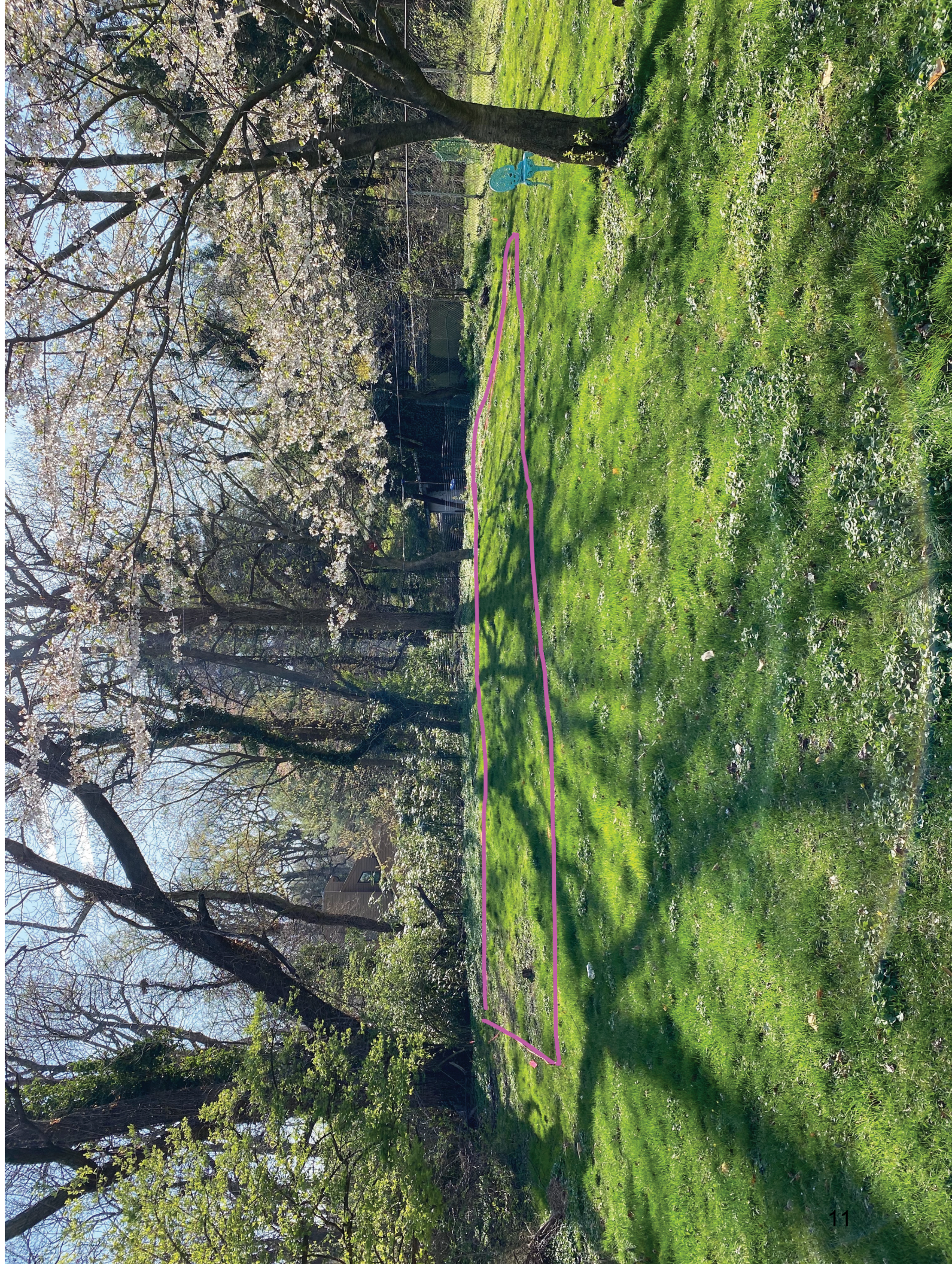
Work Item 2: _____	
Description of Current Condition:	Proposed Work:

Work Item 3: _____	
Description of Current Condition:	Proposed Work:



















provide for the accurate identification of title or securing financing or re-financing. Good Zone information is taken from available sources and is subject to interpretation.

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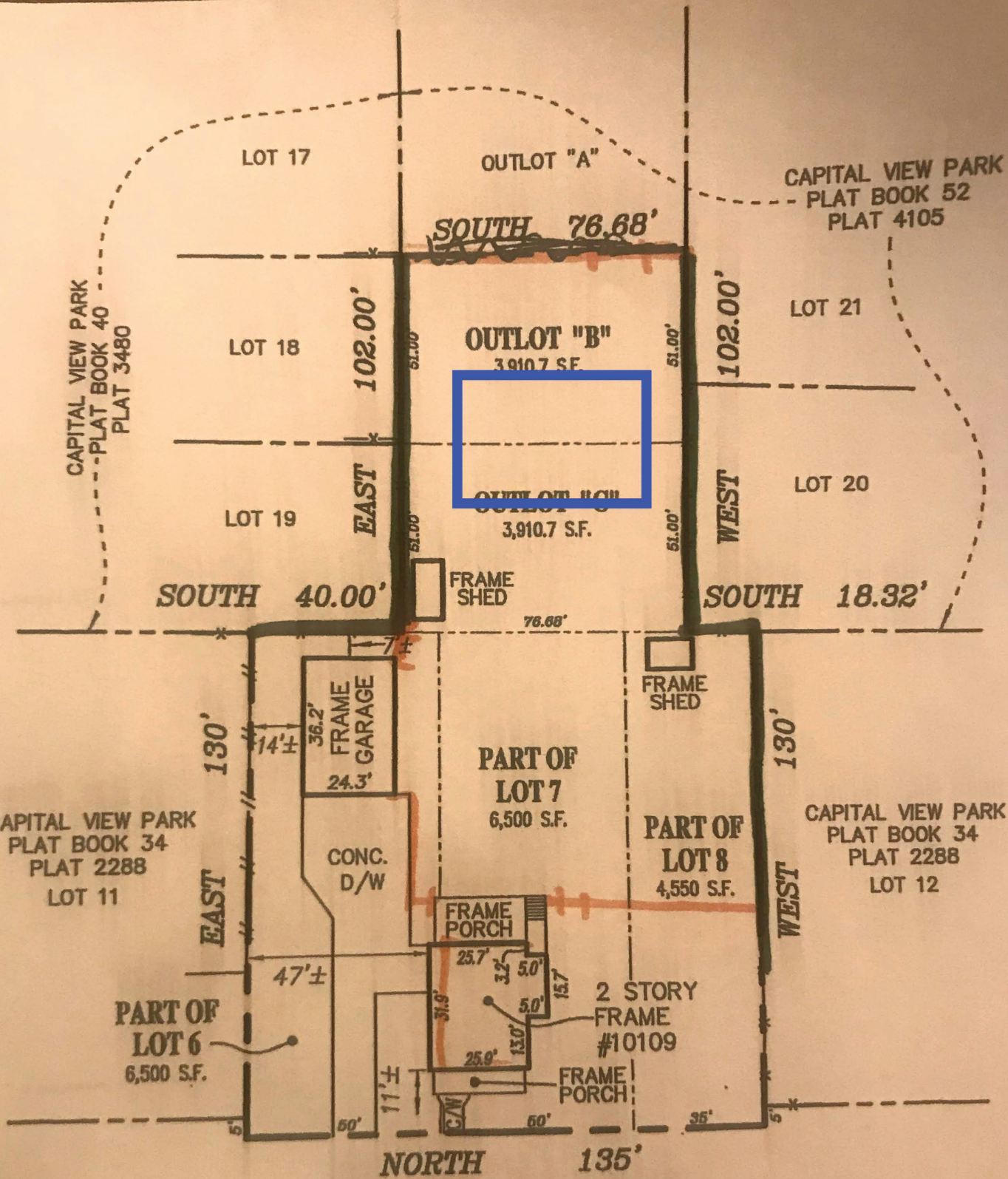
F.

AWING  
T OF LOT 8  
W, BLOCK 25  
W PARK  
Y, MARYLAND

RTIFICATE

REFERENCES

SNIDER & ASSOCIATES  
LAND SURVEYORS





# 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: 3/14/2022

Application No: 986507  
AP Type: HISTORIC  
Customer No: 1429741

## Comments

2 sub-lots in the rear of the property. The sub-lots are not developed. Only a shed is on one. The landscape is bare and no trees or significant changes need to be made to the area besides the patio/ sport court addition. no retaining wall is needed.

## Affidavit Acknowledgement

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

## Primary Applicant Information

Address 10109 GRANT AVE  
SILVER SPRING, MD 20910  
Homeowner Halbe (Primary)

## Historic Area Work Permit Details

Work Type ADD  
Scope of Work Installation of a 30'11" x 45' x 4" steel reinforced concrete base in the rear of the property. Will be used as a sports patio.

**S.D.KIDD CORP. dba SPORT COURT OF WASHINGTON, D.C.**

**Scott D. Kidd/Owner VA CLASS "A" 2705 015429A; MHIC 120012**

*An Authorized Dealer for SPORT COURT Multi-Purpose Sports Patios,  
Home Golf Centers and SPORT COURT Brand Products and Components*

**9752 Thorn Bush Dr. Drive**

**Fairfax Station, VA 22039**

**Telephone: 703-690-7678 Fax: 703-690-7856**

**Construction/Installation Agreement**

**An Agreement between Sport Court of Washington, DC (Installer) and  
(Customer) Dory halbe**

**Customer Address:** 10109 Grant Ave **City:** Silver Spring **St:** MD **Zip:** 20910

**Phone:** (408) 391-4369 **Email:** Halbe.dory@gmail.com

**Job Site Address:** Same as above

**Installer proposes** to furnish all equipment, labor, and materials necessary to complete the following: Installation of a  
30'11" x 45' x 4" steel reinforced concrete base; PowerGame modular athletic surface; half court basketball lines; PickleBall Lines  
Colors TBD

**LIGHT SYSTEM** :ASSEMBLED/ ELECTRICAL HOOK-UP NOT INCLUDED

**TREE REMOVAL:**

**SITE PREP & CONCRETE WORK:** Site prep is estimated at \_\_\_\_\_ hours at \$ \_\_\_\_\_ per hr. Additional site prep required as a result of underground obstacles or weather-related events will be an additional cost to this contract and only done upon signed change order.

**RETAINING WALL:** \_\_\_\_\_ **REQUIRED** \_\_\_\_\_ **NOT REQUIRED** xxx **TO BE DETERMINED**

**WALL STYLE (INCLUDING STEPS):** \_\_\_\_\_ **ESTIMATED SQUARE FOOTAGE:** \_\_\_\_\_ @ \$ \_\_\_\_\_ PER SQ. FT.

(At the customers consent, if additional square footage over and above the estimate provided herein is required to properly complete the project, the above price per square foot for such additional material and labor will be added to the price of the contract.)

**IRRIGATION SYSTEMS:** Customer understands that damage to irrigation systems during excavation is unavoidable, and SPORT COURT cannot be held responsible for this damage.

**Customer is responsible for all desired repairs.**



Customer Initials

All work to be completed in accordance with specifications outlined herein, in a workmanlike manner, for the sum of: \$ 26,670.00

Payment to be made as follows:

**30% Deposit upon signing contract:** \$ 8,001.00

**30% upon installation of concrete:** \$ 8,001.00

**30% upon receipt of Sport Court components:** \$ 8,001.00

**10% upon installation of components-court playable:** \$ 2,667.00

Additional costs over and above the estimates provided herein, or any alternation or deviation from the above specifications involving extra costs will be executed only upon written authorization by **Customer** and will become an extra charge over and above the contract price herein.

**Acceptance and Hold Harmless Agreement**

I have read the above contract details and conditions shown on the reverse side of this page. I hereby accept all terms and conditions of the agreement. I further acknowledge that the SPORT COURT sports patio/court location has been staked at my direction. I have carefully looked it over and have issued my approval for **Installer** to proceed. I hereby assume all responsibility for the location of the unit and will hold **Installer** harmless against any disputes over property lines, set backs, installation upon or over drain fields, septic tanks, pipelines, wiring, etc. I further acknowledge receipt of an exact copy of this document.

**Dorothy Halbe**

**Matthew Halbe**

**Customer** Dorothy Halbe **Spouse** Matthew Halbe **Date** 03/1/2022

**Installer** Sport Court of Washington DC Scott D. Kidd **Date** 2/27/2022



## CONDITIONS

1. **Installer** will not be held liable for accidents or delays due to strikes, shipping, Acts of God, or any other delays beyond its control. **Installer** cannot promise any firm date for any phase of installation or completion. It is safe to assume there might be some delay that cannot be foreseen at this time.
2. **Customer** agrees to carry fire, tornado/storm and other necessary insurance on above work. Workmen's Compensation and Public Liability Insurance to be carried by Sport Court of Washington, D.C.
3. **Permits:** The cost of obtaining any permits shall be the sole responsibility of the **Customer**. If permits are required, but not granted, **Customer** agrees to hold **Installer** harmless from any liability or litigation upon installation. Should permits be required (or requested by **Customer**), **Installer** will apply for them on behalf of the **Customer**.
4. **Buried Utilities:** **Installer** agrees to obtain location markings for gas, water, electric, and telephone only. Location markings for other buried items such as TV cable, irrigation systems, invisible pet fencing, etc., shall be the responsibility of the **Customer**.
5. **Customer** agrees to provide **Reasonable Access** to construction site. **Reasonable Access** of customer's property is determined to be: \_\_\_\_\_

**Installer** will not be responsible for damage to items that constrict **Reasonable Access** to construction site (e.g., shrubbery, grass, fencing, etc.) Although **Installer** and/or **Installer's** subcontractors will make every reasonable effort to confine the installation activity, the yard and property may be disturbed. Any damage except normal wear and tear of the lawn **outside** the areas of **Reasonable Access** and the vicinity of the installation will be repaired to a reasonable facsimile of the original state. **Installer** and/or **Installer's** subcontractors can provide no assurances and can assume no responsibility for the lawn, trees or shrubs in the immediate vicinity of the installation. It is suggested that some landscaping will need to be done and that the customer makes arrangements with a qualified landscaper in this regard. In the event **Customer** authorizes use of a neighbor's property for access or installation, customer agrees to hold **Installer** and/or **Installer's** subcontractors harmless and indemnify them for any liability or litigation as a result of such access and use.

6. Installation in the vicinity or living quarters can be noisy, messy, and annoying. Just remember that the end result should be a source of enjoyment for years to come.
7. **Installer** and/or **Installer's** subcontractors agree to reasonably clean up the installation and access area after installation is completed and remove all excess installation materials and wastes unless otherwise noted herein.
8. Concrete is a porous material and will usually crack. The function of the steel reinforcing wire is to keep the concrete tightly held together. It does NOT prevent cracking.
9. The contract price is based on the mutual assumption that the site contains neither underground water nor any other condition or obstacle beneath the surface that will not accommodate standard easy installation of the unit. Should any condition exist beneath the surface that requires additional work or cost, the customer will be notified. No further work will be done until customer agrees to pay the actual cost of said additional work required. It is agreed that the customer shall have the option of canceling the balance of the contract in this event. Cancellation shall also relieve the **Installer** and/or **Installer's** subcontractors of further liability or responsibility.
10. During installation, customers frequently request adjustments, alterations, additions, etc. No changes, however minor, can be made without written authorization. Any changes requested will generally result in additional cost to the **Customer** and must be resolved before the work is performed. (See change order at bottom of this page).
11. Make no assumption that anything other than what is on the contract will be done. Get everything promised or expected in writing. **Installer** and/or **Installer's** subcontractors assume no responsibility for anything not stipulated in the contract.
12. **Installer/Contractor** shall have the right to adjust any nominal measurement or dimension without securing owner permission provided such adjustment does not exceed 1% (plus or minus) of contracted dimension.
13. NOTICE: Under the "Mechanic's Lien Law," any contractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies has the right to enforce a claim (lien) against your property. If any item remains unpaid 15 days after completion, **Installer /Contractor** shall proceed to file a lien.
14. In the event payment is not received by SPORT COURT, in a timely manner, it is agreed that SPORT COURT may enter the property, without a court order, and remove all sports equipment provided under this agreement. SPORT COURT may then resell or reuse such equipment in a commercially reasonable manner and the resale value shall be credited against any balance due from **Customer**.
15. Late Payment Penalty: Failure by customer to promptly pay for work performed as specified shall result in a penalty charge of the greater of 1.5% finance charge per month of the amount due or \$25.00 per day (after a 3-day grace period).
16. **Attorney's Fees and Court Costs:** **Customer** agrees to pay reasonable attorney's fees and court costs in association with the collection of any balance due.
17. Cancellation of this contract may occur within three days of signing if no work has commenced or any material/supplies have been purchased. If customer cancels this contract after start of work the customer forfeits the initial deposit and will be responsible for any additional materials or labor to date. This contract may be canceled upon written order delivered or mailed by midnight of the third business day after signing of contract.
18. **Installer's Warranty:** CONSTRUCTION MATERIALS: 1 YEAR; WORKMANSHIP: 1 YEAR; SPORT COURT BRAND FLOORING: 15-YEAR LIMITED WARRANTY. SPORT COURT BRAND COMPONENTS: 10-YEAR LIMITED WARRANTY. In the event of failure or abnormal deterioration of any materials or workmanship relative to this contract, **Installer/Contractor** agrees to promptly replace, repair, or correct the problem during the warranty period at no charge.
19. Although SPORT COURT Dealer, SPORT COURT Zone Distributor and SPORT COURT of America, Inc. cannot be held responsible or liable for the work of others, they have a desire to see that bona fide complaints are resolved. If **Installer** and/or **Installer's** subcontractors do not perform to the standards expected, the Company shall take appropriate action to see that said **Installer/Contractor** is denied access to further SPORT COURT customers. If customer wishes to lodge a complaint they should call: Zone Distributor: Scott D. Kidd, 703-690-7678 or CONNOR SPORT COURT INTERNATIONAL at 800-421-8112.
20. Any alterations/modifications made by the customer to the above Terms & Conditions will not be accepted and will void the contract.
21. All product purchases are final and non-refundable.

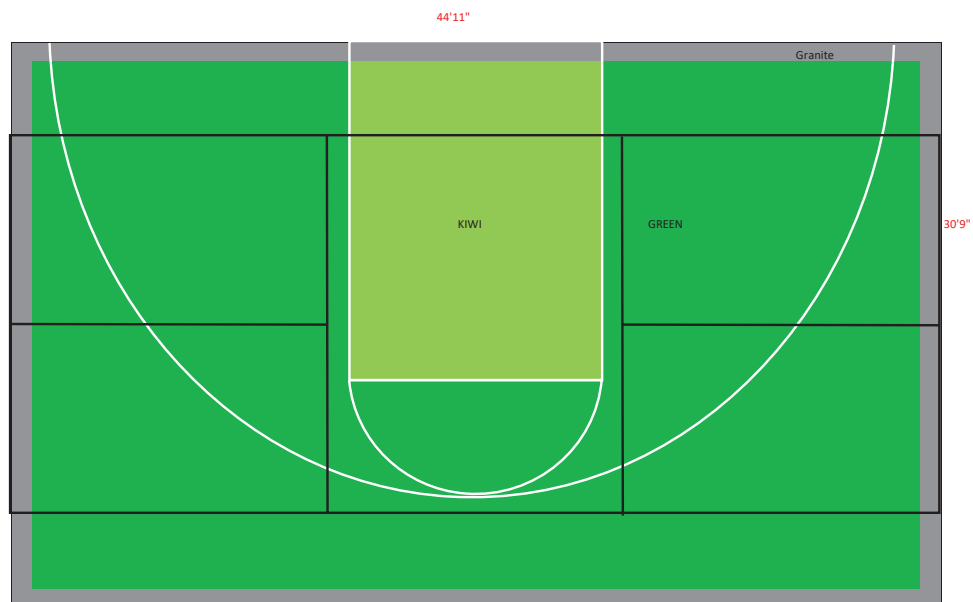
## CONDITIONS AGREED TO:

Customer Dorothy Halbe *Dorothy Halbe* House Matthew Halbe *Matthew Halbe* Date 03/1/2022

Installer Sport Court of Washington DC *Scott Kidd* Date 2/27/2022

## CHANGE ORDERS

DATE	ITEM	Addl. Cost	Customer Signature



PowerGame Tile  
 Field - GREEN  
 Key- KIWI  
 One Tile Border - Granite  
 Basketball Lines - White  
 Pickleball Lines - Black