

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

<b>Address:</b>	10410 Fawcett Street, Kensington	<b>Meeting Date:</b>	8/14/2024
<b>Resource:</b>	Secondary Resource <b>Kensington Historic District</b>	<b>Report Date:</b>	8/7/2024
<b>Applicant:</b>	James Simpson (Builders Fence Company, Agent)	<b>Public Notice:</b>	7/31/2024
<b>Review:</b>	Retroactive HAWP	<b>Tax Credit:</b>	No
<b>Case No.:</b>	1078651	<b>Staff:</b>	Laura DiPasquale
<b>Proposal:</b>	Retroactive fence installation		

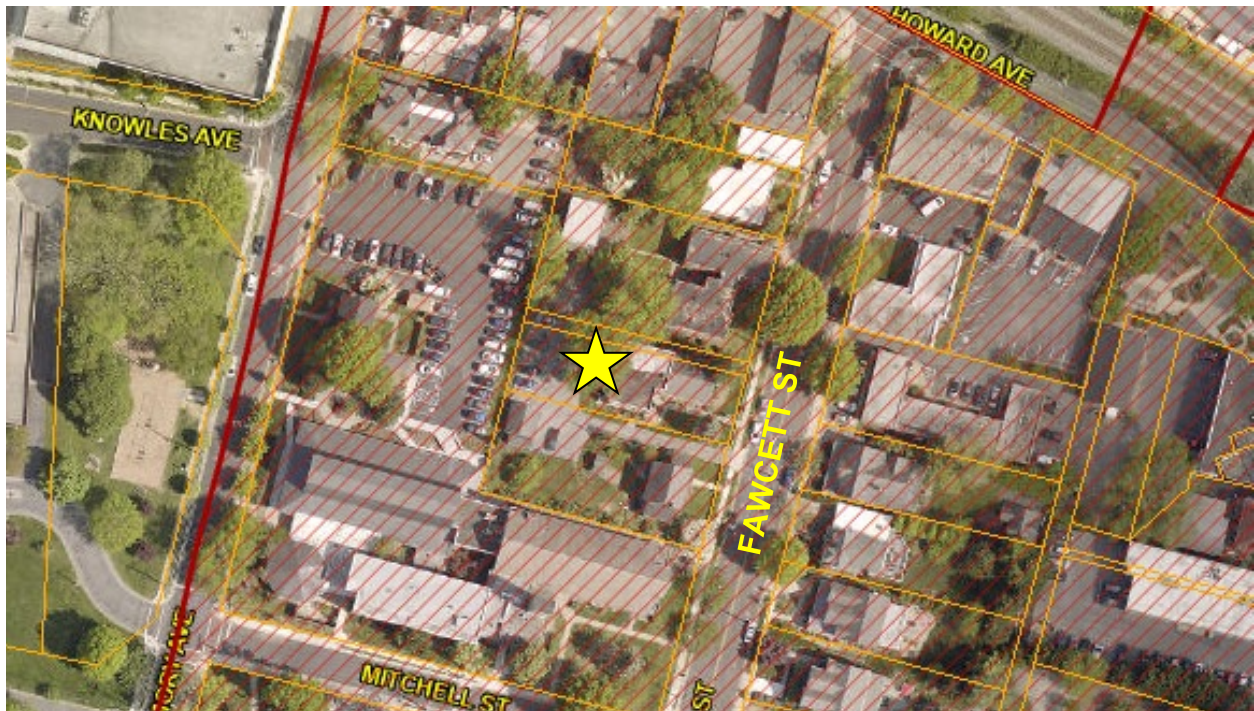
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**STAFF RECOMMENDATION**

Staff recommends the HPC **approve** the HAWP application with final approval delegated to staff.

**ARCHITECTURAL DESCRIPTION**

**SIGNIFICANCE:** Secondary Resource to the Kensington Historic District  
**STYLE:** Colonial Revival Apartment Building  
**DATE:** c. 1950



*Figure 1: Location of 10410 Fawcett Street (shown with a yellow star) within the Kensington Historic District (hatched and outlined in red).*

The subject property at 10410 Fawcett Street features a two-story apartment building located mid-block on Fawcett Street near Kensington’s commercial Howard Avenue corridor. The building has an L-shaped footprint. A concrete walkway from the public sidewalk provides access to the main entry at the juncture of the front and rear portions of the building. A parking lot is located at the rear of the parcel and accessed by a driveway shared with the adjacent property at 10406 Fawcett Street.

## **PROPOSAL**

The applicant requests retroactive approval of a three-foot tall, wood (cedar), picket fence installed around the front yard, and a six-foot, wood (cedar), privacy fence installed on the side yard.



**Figure 2: View of the front elevation of 10410 Fawcett Street with recently-installed wood fencing in the foreground, July 2024 (Historic Preservation Office).**

## **APPLICABLE GUIDELINES**

When reviewing alterations and new construction within the Kensington Historic District several documents are to be utilized as guidelines to assist the Commission in developing their decision. These documents include the *Approved & Adopted Amendment to the Master Plan for Historic Preservation: Kensington Historic District, Atlas #31/6 (Amendment)*; *Vision of Kensington: A Long-Range Preservation Plan (Vision)*; *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.

### ***Approved & Adopted Amendment to the Master Plan for Historic Preservation: Kensington Historic District, Atlas #31/6***

According to the Guidelines, a Historic District as identified...shall consist of the entire area represented by all of the historic resources with their appurtenances and environmental setting. Non-historic properties within the boundaries of the Historic District are also subject to regulation, as they are

considered appurtenances and part of the environmental setting of the historic resources of the District.

In regard to the properties identified as secondary resources--that is visually contributing, but non-historic structures or vacant land within the Kensington District--the Ordinance requires the Preservation Commission to be lenient in its judgment of plans for contemporary structures or for plans involving new construction unless such plans would seriously impair the historic or architectural value of surrounding resources or impair the character of the district.

***Vision of Kensington: A Long-Range Preservation Plan***

The HPC formally adopted the planning study, *Vision of Kensington: A Long-Range Preservation Plan*, and is directed by the Executive Regulations, which were approved by the County Council, to use this plan when considering changes and alterations to the Kensington Historic District. The goal of this preservation plan as noted on Page 1 "was to establish a sound database of information from, which to produce a document that would serve the HPC, M-NCPPC, their staff and the community in wrestling with the protection of historic districts amidst the pressures of life in the 21st century." The plan provides a specific physical description of the district as it is; an analysis of character-defining features of the district; a discussion of the challenges facing the district; and a discussion of proposed strategies for maintaining the character of the district while allowing for appropriate growth and change.

***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 read are as follows:

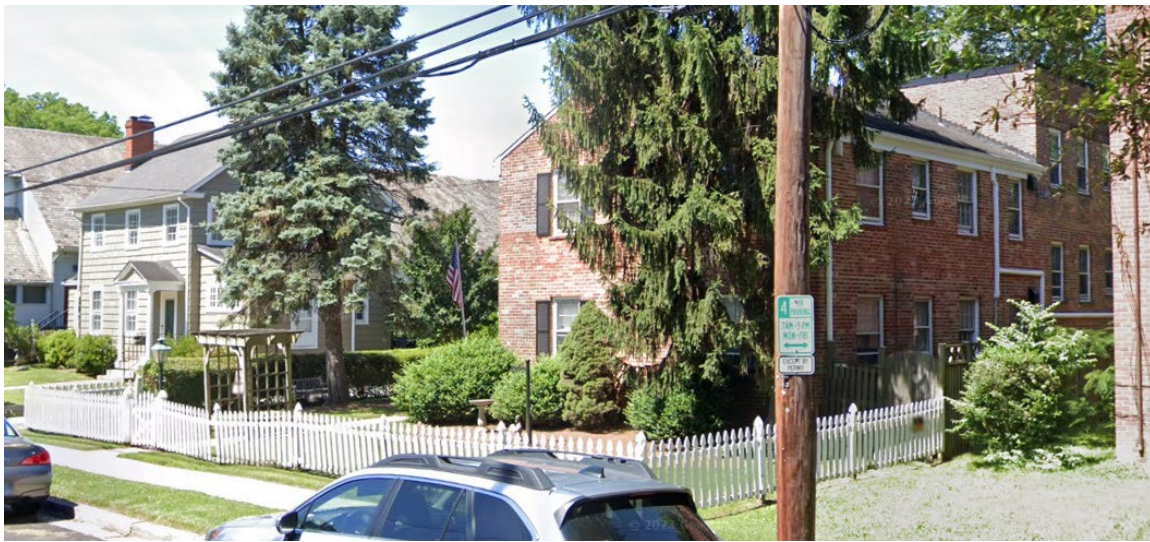
- 2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
- 9. New additions, exterior alterations, or related new construction shall not destroy historic materials that 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**

#### *Replacement of the Picket Fence*

Staff finds that the in-kind replacement of the picket fence meets the subject guidelines and recommends approval. At the front of the property, the applicants recently replaced a three-foot tall, wood picket fence (Figure 3 and Figure 4). The fence is compatible in size, scale and materials to protect the integrity of the property and its environment. If removed in the future, the character defining features of the landscape would be unimpaired. No trees appear to have been impacted due to the reuse of footings from the previous fence. Therefore, the proposal meets *Standards #2, #9, and #10*. The fence did not require the removal of historic materials nor altered features or spaces that characterize the property.



*Figure 3: Fencing at 10410 Fawcett Street, Google Streetview, 2022.*



*Figure 4: Fencing at 10410 Fawcett Street, July 2024 (Historic Preservation Office).*

### ***Replacement of the Privacy Fence***

The applicants also replaced an earlier privacy fence with a new privacy fence that extends from the northeast corner of the building (façade) to the northern extent of the property and then along the northern property line towards the rear yard. Staff notes that the previous privacy fence was topped with lattice, and that the section of lattice closest to the building had fallen down, giving the appearance of a lower fence, as seen in Figure 5.<sup>1</sup>

The HPC regularly approves the installation of wood privacy fences up to 6' (six feet) tall to enclose rear yards in the Kensington Historic District. The commission determined that this type of fence can be installed without detracting from the district's characteristic "garden suburb" development pattern. However, the HPC typically limits privacy fences to areas in back of the rear wall plane of the historic house. Tall solid privacy fences towards the front wall plane can create a visual barrier vis-a-vis the surrounding district and are generally not approved. Any fences forward of the historic rear wall plane are generally limited to no taller than 4' (four feet), need to have an open picket design, and be constructed out of traditional materials (i.e. wood, iron, etc.).

In this particular case, staff finds that the proposed/installed privacy fence does not adversely affect the character of the site or the surrounding district. While the section of privacy fence that extends from the front corner of the building to the north property line is currently more visually obtrusive than the privacy fence that it replaced, staff notes that the natural cedar will become less conspicuous as it weathers. The new fence did not require the removal of historic materials or affect character defining features of the property. No trees appear to have been impacted by the proposal due to the reuse of the existing footings. Given the limited length of the fence along the front wall plane (approximately eight feet) and its location between two Secondary Resource apartment buildings and across from two others, staff finds that the fence does not seriously impair the character of the district and recommends the HPC exercise leniency as prescribed in the *Amendment to the Master Plan for Historic Preservation: Kensington Historic District*. In general, the fence is compatible in materials and scale to protect the integrity of the property and its environment, and if removed in the future, the essential form and integrity of the historic property would be unimpaired, satisfying *Standards #2, #9, and #10*.



***Figure 5: Comparison of the privacy fencing on the north end of the building. Google Streetview 2022 (left), and July 2024 (right, Historic Preservation Office).***

<sup>1</sup> The taller fencing is not identified on the Builders Fence Company documents provided in the application, but a site visit by HPC staff confirmed that it is a recent replacement.

**STAFF RECOMMENDATION**

Staff recommends that the Commission **approve** the HAWP application under the Criteria for Issuance in Chapter 24A-8(b), (1), (2), and (d), having found that the proposal, is consistent with the *Vision of Kensington*, and therefore 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, 9, 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 301-495-2167 or [laura.dipasquale@montgomeryplanning.org](mailto:laura.dipasquale@montgomeryplanning.org) to schedule a follow-up site visit.



APPLICATION FOR HISTORIC AREA WORK PERMIT
HISTORIC PRESERVATION COMMISSION
301.563.3400

FOR STAFF ONLY:
HAWP# 1078651
DATE ASSIGNED

APPLICANT:

Name: James Simpson
Address: 10410 Fawcett St
Daytime Phone: 301-996-4976

E-mail: simpson4976@gmail.com
City: Kensington Zip: 20895
Tax Account No.: 01024683

AGENT/CONTACT (if applicable):

Name: Builders Fence Company
Address: 44330 Mercure Circle, Suite 174
Daytime Phone: 703-820-0967

E-mail: shelly@buildersfenceco.com
City: Sterling, VA Zip: 20166
Contractor Registration No.: 127411

LOCATION OF BUILDING/PREMISE: MIHP # of Historic Property

Is the Property Located within an Historic District? X Yes/District Name Wood & Pauls
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: 10410 Street: Fawcett St
Town/City: Kensington Nearest Cross Street:
Lot: 7 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:

- Checklist of work types: New Construction, Addition, Demolition, Grading/Excavation, Deck/Porch, Fence, Hardscape/Landscape, Roof, Shed/Garage/Accessory Structure, Solar, Tree removal/planting, Window/Door, 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.

Signature of owner or authorized agent (with signature) Date 07/16/2024

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

**Owner's mailing address**  
10410 Fawcett St  
Kensington, MD 20895

**Owner's Agent's mailing address**  
44330 Mercure Circle, Suite 174  
Sterling, VA 20166

**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:

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

**Replacing existing wood fence**

Date: 05/13/2024 Job Number: \_\_\_\_\_ County: \_\_\_\_\_

Name: Jim Simpson

Address: 5720 Rossmore Drive

City: Kensington State: MD Zip: 20895

Job Site Address: \_\_\_\_\_

Home Phone: 301-996-4976 Cell Phone: \_\_\_\_\_

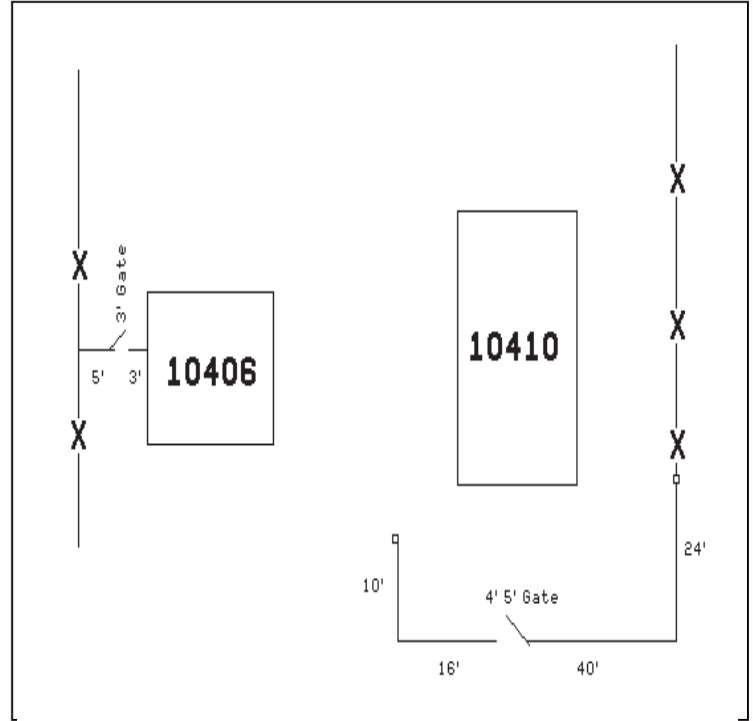
Email: simpson4976@gmail.com

Project Description (Goods and Services Sold):

REMOVE AND REPLACE 106.5' L/FT OF 3' HIGH CEDAR 1X4 BLUNT TOP COL/GOTH PICKET FENCE, SPACED +2.5" WITH ONE 3' WIDE AND ONE 4.5' WIDE MATCHING GATES. ALL PRESSURE TREATED 4" LINE AND 6" GATEPOSTS SET IN CEMENT FOOTERS.

MOCO PERMIT INC.  
 TOWN OF KENSINGTON BY CUSTOMER

Fence to Meet Pool Code



**Grade**

Level at Top



Fence to be level with highest grade. (Customer to fill in gaps)

Following Grade



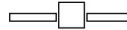
Fence following flow of ground. (Fence will be uneven at top)

Step and Level



Each section to step as dictated by the grade. May result in large gaps under the fence. (Customer to fill in gaps)

Toe Nail



Face Nail



**Job Notes:**

BFC TO CALL MISS UTILITY

Total Contract Price: \$ 3700

(Price valid for 15 Days)

Deposit: \$ 1235

Due Upon Substantial Completion: \$ 2465

Estimated Start Date: 4-5 WEEKS

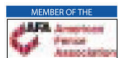
Estimated Completion Date: 1-2 DAYS

The projected dates are contingent upon obtaining approved financing, permits, H.O.A., an other conditions beyond Seller's control.

Customer agrees to pay the Total Price for such materials and labor, pursuant to the Payment Terms provided at left. All materials are to be #2 pressure treated southern yellow pine unless otherwise stated. Interest at the rate of 2% per month will accrue on all past due accounts. Builders Fence Company will not accept out of state checks.

**BUYERS RIGHT TO CANCEL: If this agreement was solicited at a residence and you do not want the goods or services, you the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See Notice of Cancellation for an explanation of this right.**

Acceptance: The construction proposal contained herein, including the specified price, payment terms, construction specifications, and other terms and conditions on the reverse side of this contract, is hereby ACCEPTED.



**Builders Fence Company**

**Buyer(s)**

(Authorized Representative's Signature)

(Signature)

Date

Authorized Representative's Printed Name

(Signature)

Date

## TERMS AND CONDITIONS

- 1. Agreement.** This Contract constitutes the entire agreement between Builders Fence Company ("Contractor") and Customer and supersedes all prior discussions, proposals or agreements by and between the parties. Modifications to the terms of this Contract shall only be enforceable if in writing, signed by both parties. Changes to the Construction Specifications and/or price after execution of this Contract shall require a written change order signed by both parties, except as expressly provided for herein. Customer represents and warrants that he/she/they are the owners of the real property identified on the front page of this Contract, upon which the Project shall be constructed, and that they are authorized to enter into this Contract for the improvements described herein.
- 2. Cancellation.** Either party may cancel this Contract without charge or obligation within seventy-two (72) hours after execution (the "Rescission Period") and all amounts paid by Customer to Contractor shall be promptly refunded. No work on the project will begin until after the expiration of the Rescission Period. If Customer cancels this Contract after the expiration of the Rescission Period but before construction begins, Contractor shall be entitled to retain the deposit provided for on page 1 this contract, plus all costs incurred by Contractor prior to Contractor receiving written notice of cancellation from Customer. Once work on the Project has begun, this Contract may not be cancelled, and Customer shall be responsible for the Total Price, even if Customer elects not to have the Project completed. The amounts to be paid or retained by Contractor under this Section shall be deemed liquidated damages, to compensate Contractor for the expenses, lost profits and other amounts incurred, and not as a penalty or forfeiture.
- 3. Site Access, Condition and Restoration.** Customer shall provide Contractor with adequate access to the Project site and all utilities needed to complete the Project. Customer shall be responsible for clearing the entire Project site (including, without limitation, both sides of the proposed fence line, if applicable) of all materials, brush, debris and timbers used to hold back the soil prior to the Estimated Start Date. The Total Price does not include any clearing and any such work shall be billed and paid by Customer at the rate of One Hundred Dollars (\$100.00) per hour. The Total Price assumes that no rock, boulder or other obstructions shall be encountered and that the soils will be of sufficient quality to allow for normal installation processes to be utilized. Customer shall be responsible for all additional labor, materials and equipment required to remove any rock, boulders or other obstructions or to provide such additional foundations for the Project as may be required due to soil conditions. All dirt and other excavated materials shall remain on the Project site and Customer shall be responsible for removing such materials unless otherwise specified herein. Contractor assumes no responsibility for damage to any yard features or landscaping that is moved, disturbed or destroyed during the course of construction. Contractor shall have no obligation to repair or replace yard features, or to reseed or sod the yard. Customer shall be responsible for backfilling any gaps located at the bottom of the fence due to variations in grade.
- 4. Fence Location and Property Boundaries.** Customer bears sole responsibility for the location of the fence. Contractor is not responsible for determining property lines, boundaries, set-backs or easements and is not responsible for any costs associated with removing or replacing any fence that is deemed to be built outside of the property boundaries or found to encroach within set-backs or easements.
- 5. Project Completion and Acceptance.** The Project shall be deemed completed upon the Contractor's delivery of a Completion and Acceptance Notice which is attached to the invoice. The Project shall be deemed completed by Contractor and accepted by Customer, unless, within five (5) days after delivery of Completion and Acceptance Notice, Customer notifies Contractor in writing of Customer's non-acceptance and the reasons for such non-acceptance.
- 6. Permits and Approvals.** Customer shall be responsible for applying for and obtaining any and all required county or other local government permits, approvals and inspections, Home Owners Association approvals, copies of plat, and signed documents required for permits and other applications, except for any permits, approvals and inspections that are required by law to be requested by or in the name of Contractor or as otherwise specifically provided for herein.
- 7. Locating of Utilities.** Contractor shall be responsible for contacting Miss Utility to identify all participating public underground utilities. Customer shall be responsible for locating all non-participating public utilities and all private underground utilities and systems, such as plumbing (including septic systems and lines), gas lines, cable lines, sprinkler systems, lines and components and wiring. Contractor shall not be responsible for any damage to or the cost of repairing utilities or systems that are not properly marked or identified and Customer shall indemnify and hold Contractor harmless for and from any such costs or damages incurred by Contractor or any third-party as a result of such improper marking or identification.
- 8. Delays.** The Estimated Completion Date represents Contractor's best estimate of the time it will take to complete the Project absent any weather delays, interruptions in labor or material supplies, Acts of God, differing site conditions, payment or other defaults by Customer or other unforeseen circumstances. Accordingly, Contractor does not guarantee that the Project will be completed by the Estimated Completion Date, and shall not be responsible for any delays in completing the Project. In addition, the Total Price assumes and is based upon the uninterrupted construction of the Project. In the event Project is delayed due to the actions, failure to act or defaults of Customer, Customer shall pay to Contractor all additional costs incurred as a result of such delays, including, without limitation, a trip fee of \$150 for each additional trip required to complete the Project.
- 9. Insurance.** Customer shall carry fire, windstorm and other necessary insurance for the property upon which the Project is to be constructed. Contractor will carry workers compensation and liability insurance.
- 10. Warranty.** Contractor will provide labor at no cost to the original owner for replacement of materials considered defective by the manufacturer under the terms and conditions of the manufacturer's limited warranty for the period of one (1) year. Contractor's workmanship is warranted against defects for one (1) year from the date of completion of the Project (the "Warranty Period"), which warranty is expressly conditioned on Contractor's nameplate remaining on the structure and Customer properly maintaining the structure for the full Warranty Period. The materials utilized in the construction of the Project are subject to the applicable manufacturer's warranty, if any, and are not warranted by Contractor. Moreover, Customer has been advised and understands that wood is a natural product and, as such, shrinking, warping, cupping and cracking or checking is normal and to be expected, even with proper maintenance. Such conditions are not covered by Contractor's or manufacturer's warranty. THE EXPRESS WARRANTY PROVIDED HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY MADE BY CONTRACTOR TO A MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF EVERY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FITNESS FOR INTENDED USE. CUSTOMER UNDERSTANDS THAT ANY INK, STAMPS OR DRYING MARKS ON THE MATERIAL ARE FROM THE MILL OR MANUFACTURER AND CONTRACTOR IS NOT RESPONSIBLE FOR THEIR REMOVAL. THIS WARRANTY IS NOT EXTENDED TO OWNER PROVIDED MATERIAL OR TO ANY REPAIR WORK.
- 11. Remedies and Limitation of Liability.** If any of Contractor's workmanship proves defective and Customer provides Contractor with written notice of such defect during the Warranty Period and all other conditions for warranty coverage have been satisfied, Contractor shall repair the Project, which shall be Customer's sole and exclusive remedy. In the event the defect is not due to Contractor's workmanship, but rather due to the failure of the Project materials, it shall be Customer's obligation to secure replacement materials and to pursue all material warranty rights, if any, with the material manufacturer(s). In the event of a warranty repair, the Warranty Period shall not be extended. CONTRACTOR'S OBLIGATION TO REPAIR ANY DEFECTIVE WORKMANSHIP, PURSUANT TO THE TERMS OF THIS SECTION, SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL LOSSES OR DAMAGES RELATED TO THE CONSTRUCTION OF THE PROJECT AND CONTRACTOR'S OBLIGATIONS AND PERFORMANCE HEREUNDER. CUSTOMER SHALL NOT BE ENTITLED TO ANY OTHER DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY. Under no circumstances shall Contractor's liability hereunder exceed the maximum of (a) the amount of money actually paid by Customer to Contractor, or (b) One Dollar (\$1.00).
- 12. Customer Default.** If, for any reason, Customer fails or refuses to pay the Total Price, or any portion thereof, pursuant to the Payment Terms provided herein or to perform any of Customer's other obligations hereunder, Customer shall be in default. In such case, Contractor shall be relieved of any further obligation under the terms of this Contract, and shall be entitled to retain all funds paid to it through the date of such default and to the immediate payment of the balance of the Total Price. All materials used in the construction of the Project shall belong to Contractor until customer makes full payment of the Total Price. If Customer defaults upon its payment or other obligations hereunder, in addition to Contractor's other rights under this Contract and Virginia law (including, without limitation, the right to file a mechanics lien), Contractor shall be entitled (a) to remove all materials from Customer's property, in addition to exercising all of its other rights under this Contract and applicable state law, and (b) to recover from Customer all costs, fees and expenses (including all legal fees and costs) incurred by it, whether or not litigation is commenced.
- 13. Applicable Law; Disputes.** This Contract and the rights and obligations of the parties hereunder shall be governed and resolved exclusively by the laws of the Commonwealth of Virginia. Exclusive jurisdiction over any and all lawsuits or other actions filed to resolve any disputes arising out of or in any way related to this Contract or to enforce any right hereunder shall be in the General District and Circuit Courts of Loudoun County, Virginia, to which jurisdiction the parties hereby consent.
- 14. Severability.** It is the parties' intention and agreement that, should a court of competent jurisdiction determine that any provision or portion of any provision contained in this Contract is unenforceable, invalid or void, that the balance of the Contract or affected provision, as applicable, be enforced to the full extent possible consistent with the parties' intentions as expressed herein.

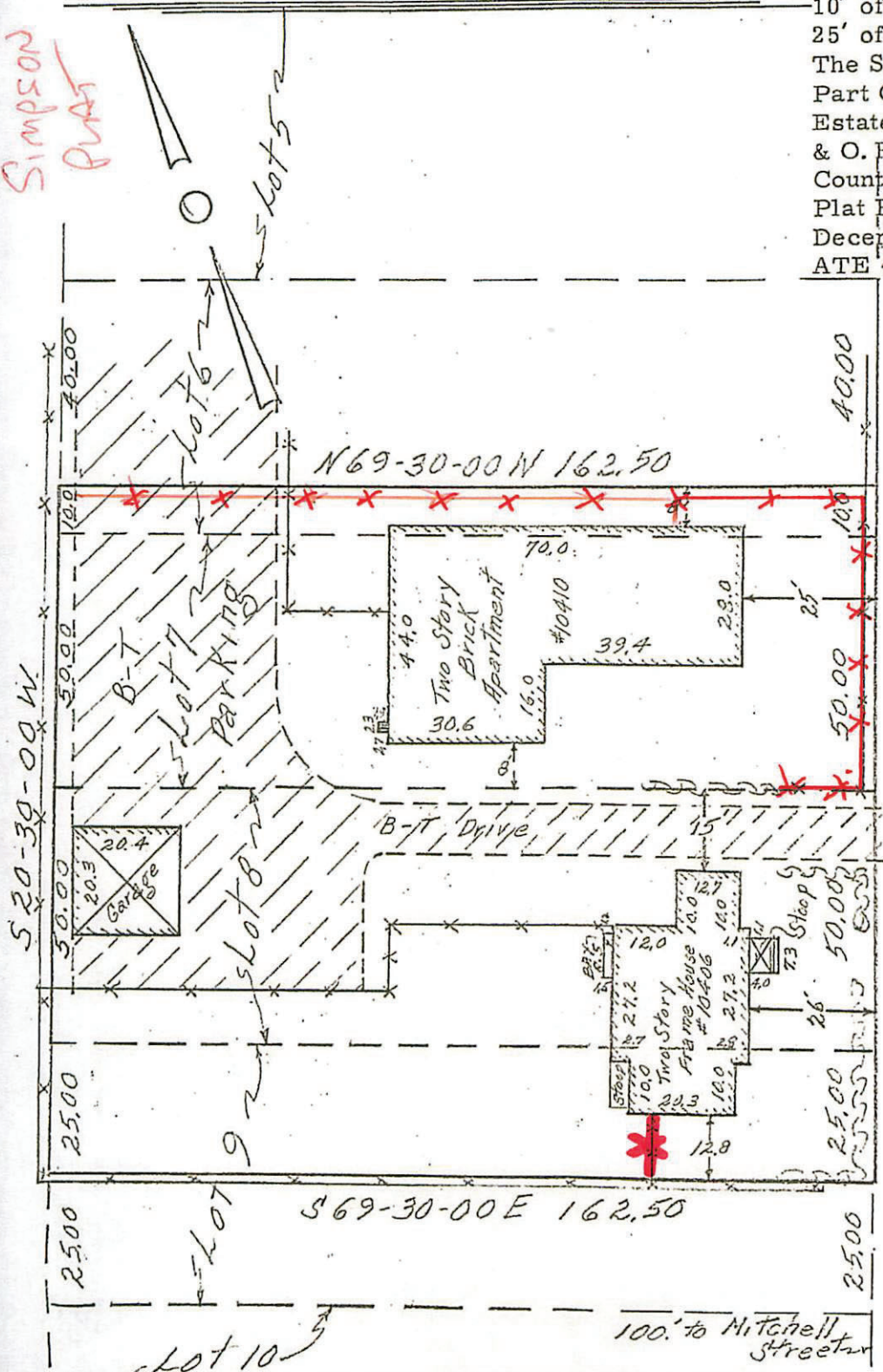
# 1061896

AMERICAN TOPOGRAPHIC ENGINEERS Surveyors & Topographers

47109

PLAT OF SURVEY 10406 & 10410 Fawcett Street 10' of Lot 6, All of Lots 7&8, 25' of Lot 9 The Subdivision Of Lot 20 And Part Of The Partition Of Knowles Estate At Knowles Station M. B. B. & O. R. R. In Montgomery County, Maryland Plat Book A @ Plat 5 December 7, 1981-Scale: 1"=30' ATE 47109 K. W. Simpson

SIMPSON PLAT



N 20-30-00 E Fawcett Street (Now) Fawcett Avenue (Plat)

I HEREBY CERTIFY THAT I HAVE CAREFULLY SURVEYED THE ABOVE PROPERTY BY TRANSIT-TAPE SURVEY, LOCATED IMPROVEMENTS THEREON, AND HAVE FOUND IT TO BE AS SHOWN ON THIS PLAT AND THAT THERE ARE NO ENCROACHMENTS EITHER WAY ACROSS PROPERTY LINES EXCEPT AS SHOWN ON SAID PLAT MD. REG. NO. 1690 VA. REG. NO. 441 FRANK B. LANE, REGISTERED SURVEYOR

Frank B. Lane

Town of Kensington  
3710 Mitchell Street  
Kensington, MD 20895  
301-949-2424 (Office) 301-949-4925 (Fax)  
Town@tok.md.gov



**Attention Department of Permitting Services (DPS)**  
**TOWN OF KENSINGTON APPLICATION**

Please be advised that the following applicant has applied for a Fence, Wall or Retaining Wall Permit with the Town of Kensington, and they must send all approved County Permits to the Town to complete the Permitting process.

APPLICATION #	<u>20240015</u>	HAS BEEN RELEASED	
THE OWNER	<u>James M. Simpson</u>		AT
SITE ADDRESS	<u>10410 Fawcett Street</u>		
HAVING PAID	<u>\$35.00</u>		
PROJECT	<u>Fence</u>		
DATED	<u>February 23, 2024</u>	<u>Matthew J. Hopper</u>	

The Staff signature only releases the permit for DPS review and does not represent an approval of the permit application by the Town. All County permits must be submitted before Town review and approval.

**\*\*This form does not represent an approved Town of Kensington Permit, and serves only as notification to Montgomery County\*\***



0410



10410