



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

MEMORANDUM

DATE: April 3, 2002
TO: Montgomery County Planning Board
VIA: John Carter, Chief, Community-Based Planning Division JAC
FROM: Sue Edwards, I-270 Corridor Team Leader (301) 495-4518

REVIEW TYPE: Mandatory Referral
PROJECT NAME: Kingsley Wilderness School
APPLICANT: Montgomery County Public Schools

CASE NUMBER: 02301-MCPS-1
REVIEW BASIS: Article 28, Chapter 7-112 of the Regional District Act

LOCATION: Whelan Lane and MD 121
MASTER PLAN: Clarksburg Master Plan and Hyattstown Special Study Area
FILING DATE: February 12, 2002

STAFF RECOMMENDATION: APPROVAL to transmit comments to Montgomery County Public Schools.

1. Comply with the conditions of the Historic Area Work Permit as approved by the Montgomery County Historic Preservation.
2. Comply with the terms of the Memorandum of Agreement between the Maryland Department of General Services, the Maryland Historical Trust, and concurred by Montgomery County.

PROJECT DESCRIPTION

The Kingsley Wilderness School is located on 5.5 acres within the 300-acre tract occupied by the Montgomery County Detention Center (Site 30) in Clarksburg, Maryland shown on Figure 1. Access to the property occurs via Whelan Lane, north of MD 121. The Kingsley Wilderness School is an alternative educational setting operated by Montgomery County Public Schools for approximately 50 students and six staff.

The staff report (February 26, 1998) for the Mandatory Referral review of the New Montgomery County Detention Center described the Kingsley Wilderness School as "an interagency effort of the Montgomery County Public Schools and the Maryland-National Capital Park and Planning Commission. Its purpose is to provide a short-term work study program for seriously disruptive and/or chronically truant high school age students, at least fifty percent of whom have had contact with the juvenile justice system. The goal is to provide, in a wilderness setting, a day program for disruptive youth to enable them subsequently to function in community, school, and work settings."

The proposed action constructs five temporary/portable classrooms with an asphalt access road, additional gravel parking areas for 18 cars, one handicapped space and one school bus space, stone dust pedestrian paths, a half-court asphalt basketball court, storm drainage and stormwater management, landscaping, wooden ramps for handicap accessibility, and water and sewer lines, as shown on Figure 2.

The Kingsley Wilderness School is located within the Moneysworth Farm historic site, designated as site 13/14 on the Master Plan for Historic Preservation. The Clarksburg Master Plan, as part of future Site 30 development, recommends adaptive re-use of the manor house which was constructed of logs by 1783 and enlarged with a Greek Revival style section in the mid-19th century. The architecture of the buildings is significant among historic farmsteads in Montgomery County. The Master Plan for Historic Preservation defines a 25-acre environmental setting for the site, including the farm house and farm buildings.

The five portable classrooms are arranged in a campus setting connected by stone dust walkways with wooden timber edging. The driveway and parking areas are to be of gravel material with wooden timber wheel stops.

Water and sewer service is extended from the Detention Center. Conditions in the Detention Center Mandatory Referral approval stipulate that water and sewer service not be extended beyond Site 30 into Ten Mile Creek watershed.

Site Description - The subject site occupies 5.5 acres in the southeast portion of the Montgomery County Detention Center site located on the west side of I-270. Access to the Kingsley Wilderness School takes place via Whelan Lane which has been improved to primary road standards as part of the Detention Center construction. The site is relatively flat with pockets of rock outcroppings, and small groupings of locust, cherry and maple trees.

ANALYSIS

Master Plan - The proposed development conforms to the *Clarksburg Master Plan and Hyattstown Special Study Area*, adopted and approved in 1994. The *Clarksburg Master Plan* recommends that Clarksburg's natural features be protected and recommends that the environmentally sensitive Ten Mile Creek watershed be afforded special protection.

The Master Plan directs that ultimate development of this 300-acre site would have an impervious surface (buildings, roads, walkways, parking lots) limitation of 15 percent. Development of the Detention Center and the proposed Kingsley Wilderness School facilities conform to this limitation.

Most of the land in the vicinity of the Detention Center is largely undeveloped. While more than 50 percent of land area in the Ten Mile Creek watershed is designated for farmland preservation or rural uses, the Master Plan considers up to 900 dwelling units for a large tract south of the Detention Center and west of MD 121.

Environmental Resources - The entire site (Site 30) is located in the Special Protection Area (SPA) designated by the Clarksburg Master Plan. A water quality plan must be approved prior to consideration of the Mandatory Referral. These items will be considered by the Montgomery County Planning Board concurrently on April 11, 2002.

There are no wetlands on the property. There are no perennial, intermittent, or ephemeral streams in the vicinity of the Kingsley Wilderness School. There are no floodplains on or near the detailed study area. There were no endangered, threatened species, or critical habitats observed during field investigations.

Historic Resources - Moneysworth Farm was designated as a historic site in 1979, as a significant early farmstead in Montgomery County. The rear portion of the building dating from 1783 is a rare example of 18th century Tidewater style architecture juxtaposed with a two-story Greek Revival frame farmhouse dating from the mid 19th century. Contributing outbuildings include a log meat house, chicken coop, corn crib, shed, and dairy barn with silo. A potential burial ground has been found on the site and will not be affected by the operations of the Kingsley Wilderness School.

Use of the Moneysworth Farm site by the Kingsley Wilderness School has been reviewed with the Maryland Historical Trust which established a number of conditions. The text of the Memorandum of Agreement is found in Attachment A.

Transportation - The Kingsley Wilderness School has been operating from the site for a number of years. Access to Site 30 and transportation issues of the Kingsley Wilderness School have been addressed in the design and construction of the new Montgomery County Detention Center.

COMMUNITY CONCERNS:

Previous historic preservation and community concerns have been resolved.

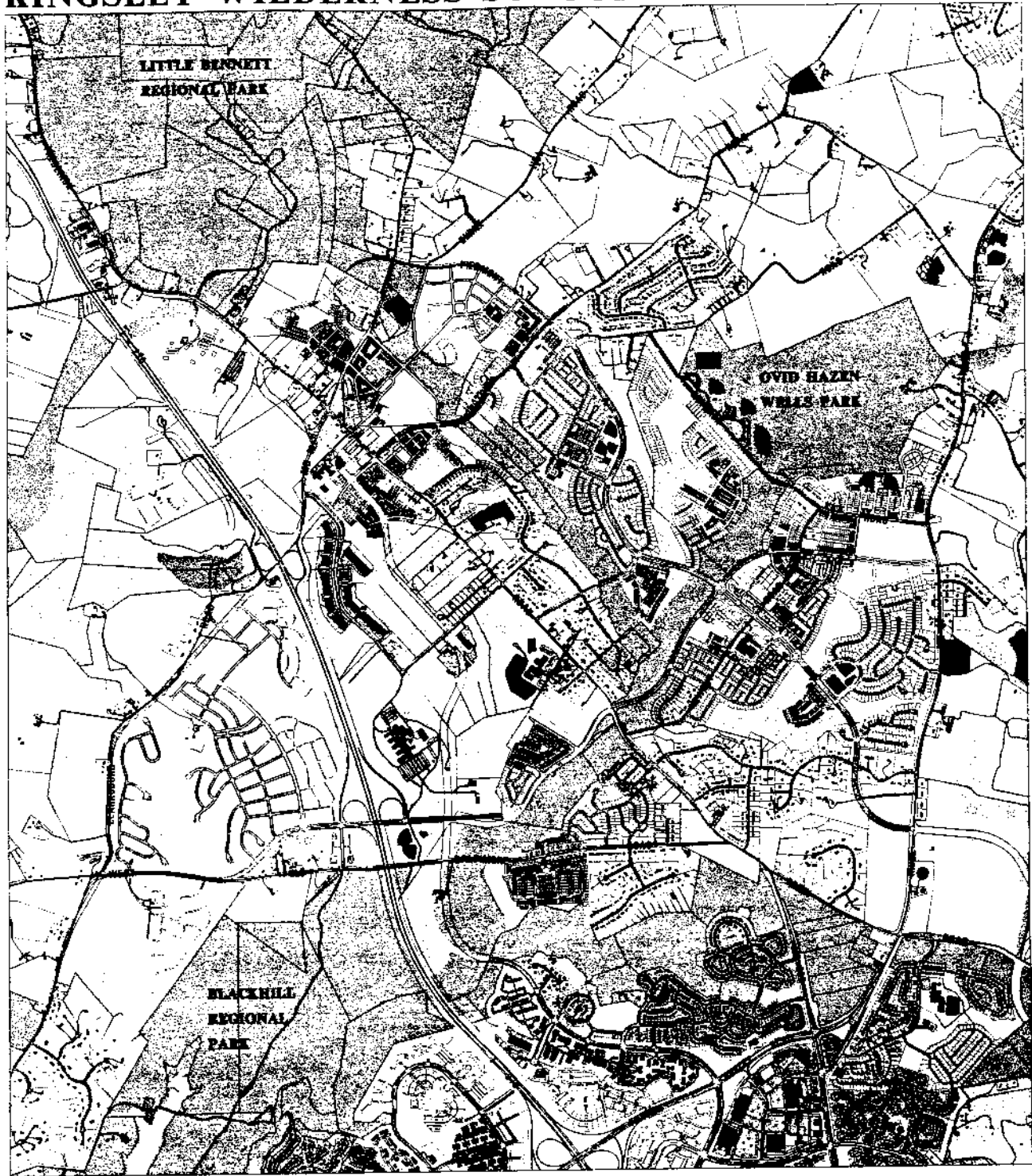
CONCLUSION:

Staff recommends approval of the mandatory referral for the Kingsley Wilderness School subject to the conditions of the Historic Area Work permit included as Attachment B.















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Attachments:

Figure 1:	Kingsley Wilderness School
Figure 2:	Site Plan
Attachment A:	Memorandum of Agreement
Attachment B:	Historic Area Work Permit



LEGEND

 Road Pavement	 Open Land
 Proposed Road Pavement	 Pasture Land
 Existing Building Footprints	 Woodlands
 Proposed Building Footprints	 Athletic Fields/Courts
 Rivers, Streams, Lakes, Swimming Pools & Ponds	 Landfills
 Cropland	 Cemeteries/Tanks/Smokestacks
 Nurseries/Orchards	 M-NCPPC Parkland



Attachment A

MONTGOMERY COUNTY CORRECTIONAL FACILITY
MONEYSWORTH FARMMEMORANDUM OF AGREEMENT AMONG
THE MARYLAND HISTORICAL TRUST AND
THE MARYLAND DEPARTMENT OF GENERAL SERVICES

This Memorandum of Agreement (MOA) is entered into this 30th day of October, 2001, by and between the Department of General Services (DGS), the Maryland Historical Trust (MHT), and concurred by Montgomery County (the County)

WHEREAS, the County has undertaken to construct the Montgomery County Correctional Facility as the Project;

WHEREAS, the Project is a nonstate capital project to be funded in part by state funds from the State of Maryland;

WHEREAS, under procedures of the Board of Public Works (BPW), DGS is the State unit responsible to review and initially approve all project contracts for funding from bond proceeds;

WHEREAS, prior to the approval of the Project, DGS as the responsible state unit is required under Article 83B, §5-617 of the Annotated Code of Maryland (the Act) to consult with the Trust;

WHEREAS, in consultation with the Trust, DGS acknowledges that the Project has adverse effects on the Moneysworth Farm (MIHP M:13-14) property which is eligible for the Maryland Register of Historic Properties and an individually designated site on the Montgomery County Master Plan of Historic Properties (the "County Master Plan");

WHEREAS, in accordance with the Act, DGS and the County have consulted with the Trust to determine means of avoiding, mitigating, and satisfactorily reducing the adverse effects of the Project;

WHEREAS, the County concurs in this MOA;

NOW, THEREFORE, DGS, the County and the Trust agree that the County will implement the Project in accordance with the following stipulations as a condition of state funding.

STIPULATIONS

I. Architectural Survey

Prior to any demolition or construction within the County Master Plan designated historic area, the County will undertake a comprehensive architectural survey of the Moneysworth Farm. The County will arrange a meeting between appropriate County and Trust staff to finalize the boundaries of the survey area based on the existing Maryland Inventory documentation. One of the purposes of the comprehensive survey is to update

Montgomery County Correctional Facility/
Moneysworth Farm

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the existing Maryland Inventory of Historic Properties form. Qualified professionals (architectural historians/historians) who conduct the survey must meet federal professional requirements noted in 36 CFR Part 61. The survey documentation must be completed in accordance with *Standards and Guidelines for Architectural and Historical Investigations in Maryland* (MHT, 2000). The County will provide the final documentation to the Office of Preservation Services, Review & Compliance division, for comment and approval.

II. Stabilization

The County shall, under the direction of a preservation architect, immediately develop a stabilization plan to provide for the preservation of the farmhouse. Such measures shall include weatherproofing, roof and foundation repairs, demolition and painting as required and approved by the Trust. A permanent electrical service shall be established to the facility, and a security system shall be installed. The Trust will review and provide comments on the plan within 30 days of receipt. Implementation of the stabilization plan will begin within 30 days of the Trust's approval.

III. Protection

In order to protect the outbuildings (meat house, chicken coop, corncrib, equipment shed) which are currently not slated for rehabilitation, the County will mothball the structures to halt further deterioration. Mothballing will be carried out in accordance with the National Park Service's Preservation Brief Number 31, Mothballing Historic Buildings. Within six months of the execution of this MOA the County will report to the Trust, on the status of their efforts to mothball the outbuildings.

IV. Preservation Easement

The County will execute a perpetual preservation easement for the Moneysworth Farm and its environmental setting in a form acceptable to the Trust and similar to the form attached to this MOA as Attachment A. The County will carry out, and bear the expense of, all activities associated with recording the easement, including recording fees, attorneys fees, survey, appraisals, and architectural documentation of the Moneysworth Farm for easement purposes, to include measured floor plans and professional photography. The County will contact the Trust's Easement Administrator at (410) 514-7613 to initiate the easement donation process and determine what architectural documentation will be necessary.

V. New Construction/Design Review

Until the preservation easement is recorded, any proposed new construction within the boundary of the historic Moneysworth Farm property and its environmental setting shall

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be compatible with the Moneysworth Farm in terms of scale, massing, color and materials, and consistent with the recommended approaches to rehabilitation and new construction set forth in the Secretary of the Interior's *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*. The County shall submit schematic designs, design development phase and 60% construction documents to the Trust, Office of Preservation Services, Review & Compliance division for review and comment. The Trust will provide comments within 30 days.

VI. Reuse Implementation

The County shall develop a plan for the adaptive reuse of the Moneysworth Farm, within one year of the execution of this MOA. The plan shall include an MHT approved design for the rehabilitation of the farmhouse and a process for determining future use and occupancy.

VII. Public Interpretation

In consultation with the Trust, the County will prepare a mobile exhibit that documents the history of the Moneysworth Farm. The exhibit will be displayed in an accessible public space within Montgomery County public buildings. The exhibit will draw on the documentation contained within the Maryland Historical Trust Inventory Form (M:36:14), the photographic documentation and architectural plans prepared pursuant to this agreement. The County will develop a written statement of work (SOW) of the exhibit design within 18 months of this signed agreement. The SOW will include exhibit text, suggested illustrations and/or artifacts, information about the layout of the design of the exhibit and will be submitted to the Trust for review and comment. The Trust will provide comments on the SOW within 45 days of receipt and the County will incorporate the Trust's comments into the final exhibit. The County will notify the Trust in writing of the proposed installation date of the exhibit and make arrangements for the Trust to view the exhibit. Nothing in this MOA shall be construed to constitute a promise or agreement of the State of Maryland, Board of Public Works, or the Department of General Services for State funding of the project. State funding is subject to all requirements and restrictions of Maryland law.

VIII. Landscaping and Buffer Area

The County shall develop a landscape plan to provide a buffer area and additional vegetative screening between the Moneysworth Farm and the Montgomery County Correctional Facility and submit it to the Trust for review and approval prior to implementation.

Montgomery County Correctional Facility/
Moneysworth Farm

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IX. Dispute Resolution

In the event that the County and the Trust are unable to resolve any dispute under this MOA, in accordance with this Act, DGS shall either present the disputed matter to the Maryland Advisory Council on Historic Preservation (Council) for review, or permit the Trust to present the matter to the Council for review. The Council's determination shall be binding on all parties to this MOA, to the extent that it is permitted by State law.

X. Appropriation of Funds

All of the County's obligations in this MOA are subject to appropriation of funds by the Montgomery County Council. The Executive Branch will submit all required requests for funding to the County Council to enable the County to fully comply with this MOA.

Execution of this Memorandum of Agreement by DGS and the Trust, and the County's concurrence, and implementation of its terms, evidences that DGS and the County have taken into account the effects of the undertaking on historic properties.

MARYLAND HISTORICAL TRUST

BY: [Signature] Date: 9-17-01
J. Rodney Little, Director/State Historic Preservation Officer

DEPARTMENT OF GENERAL SERVICES

BY: [Signature] Date: 10-30-01

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
THIS 3rd DAY OF October, 2001
[Signature]
ASSISTANT ATTORNEY GENERAL

CONCURRED

MONTGOMERY COUNTY, MARYLAND

BY: [Signature] Date: 9/28/01
William M. Monney, Assistant Chief Administrative Officer

SCOTT W. REILLY

APPROVED AS TO FORM AND LEGALITY
OFFICE OF COUNTY ATTORNEY
BY: [Signature]
DATE 9/28/2001

PROCEDURES FOR DEVELOPING A MUTUALLY ACCEPTABLE EASEMENT

To develop a mutually acceptable final draft easement for your review, we will need the following items:

1. A Certificate of Title, following the enclosed outline, to which are attached liens, encumbrances, rights-of-way upon the property.
2. A copy of the most recent recorded deed(s) for the property by which the present owner(s) acquired title to the property.
3. A legal (metes and bounds) property description (if not in the deed) for the easement property in paragraph form.
4. A scaled site plan or plat locating the building(s) footprint(s) and identifying the metes and bounds on it, as described in the written legal property description.
5. The appropriate contact person(s), their address and daytime telephone number for us to work with on the preparation of the easement.
6. Any plans that you might have for the land or the improvements, now and in the future. For instance, let us know that you do not want to allow any construction on the property, or that you might want to construct an addition or a new building on the property. If agreeable to both parties such conditions may be written into the easement.

The Trust will prepare all photographic exhibits for the easement. A site visit will be necessary for the photography and will be arranged at a time and date most convenient for you.

Both your and our attorneys will need to review and approve of the draft easement prior to the preparation of a final easement.

MHT FORM
DOE (Gift Easement)
RCA/lms/1141(093091)(2)

DEED OF EASEMENT

THIS DEED OF EASEMENT, made as of this _ day of _____, 200_, by and between _____, (the "Grantor"), and the MARYLAND HISTORICAL TRUST, an instrumentality of the State of Maryland (the "Grantee").

WHEREAS, Grantee is a body corporate and instrumentality of the State of Maryland created for the purpose generally of preserving and maintaining historic, aesthetic and cultural properties, all as is more particularly provided for by law; and

WHEREAS, the real property as hereinafter described (the "Property") has substantial historic, aesthetic and cultural character and this Deed of Easement (this "Deed") will promote the preservation and maintenance of the Property and its historic, cultural, scenic and aesthetic character; and

WHEREAS, Grantee is possessed with the power and duty to accept, hold and administer this Deed; and

WHEREAS, Grantee has determined that this Deed is exclusively for conservation purposes.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor hereby grants and conveys to Grantee with Special Warranty of Title an easement (the "Easement") in all of [that][those] certain lot[s] or parcel[s] of land known as [the] _____ property, together with all of the improvements thereon, and appurtenances, rights and interests thereunto belonging, which is situate, lying and being in _____ County, State of Maryland, and which is more particularly set forth in Exhibit B, attached hereto and incorporated herein.

2. Exhibit A consists of _ pages and includes as page 1 a schedule (which is recorded with this Deed) describing the documents, photographs of selected portions of the Property, and other things that are not recorded herewith but are nonetheless as fully and completely incorporated by reference into this Deed as though recorded herewith.

3. The terms of the Easement are as follows:

(A) Duration and Nature of the Easement. The Easement shall be perpetual in duration. The parties agree that it is and shall be considered an easement in gross and as such is inheritable and assignable and runs with the land as an incorporeal property interest in the Property enforceable by Grantee and its successors, transferees and assigns with respect to the Property and against Grantor and Grantor's heirs, successors, transferees and assigns, all of whom are

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collectively referred to herein as "Grantee" and "Grantor", respectively. The Easement is subject to any and all presently existing valid encumbrances, easements and rights-of-way upon the Property.

(B) Public Access. Grantor shall make the Property open to the public on a minimum of __ days per year from ___ a.m. to ___ p.m., and at other times by appointment as may be determined by Grantor.

(C) Maintenance and Administration. Grantor shall keep and maintain the Property, including the [Exterior] [Interior] [Exterior and Interior] (as hereinafter defined) of the improvements thereon, in good, clean and safe condition. Grantor shall maintain, repair and administer the Property and the [Exterior] [Interior] [Exterior and Interior] of the improvements thereon in a manner to preserve the historic, aesthetic and cultural character and appearance of the Property and the improvements thereon as shown and described in Exhibit A. The maintenance, repair and administration of the Property and the [Exterior] [Interior] [Exterior and Interior] of the improvements thereon shall further conform to the requirements of Paragraph D below. This covenant does not require reconstruction of any improvements which are destroyed in whole or in part by casualty loss unless insurance proceeds are available for such purposes.

(D) Changes and Alterations.

(i) Without the express written consent of the Director of the Maryland Historical Trust (the "Director"), Grantor shall not cause, permit or suffer any construction which would alter or change the Property or the [Exterior] [Interior] [Exterior or Interior] of any improvements thereon as described and depicted in Exhibit A, provided, however, that if damage has resulted to said [Exterior] [Interior] [Exterior or Interior] from casualty loss, deterioration or wear and tear, then the maintenance, reconstruction, repair, repainting or refinishing to correct the damage shall be permitted without such written permission of the Director, provided that such maintenance, reconstruction, repair, repainting or refinishing is performed in a manner that will not substantially alter the appearance of such improvements upon conclusion of the restoration of the Property.

(ii) The term[s] [Exterior] [Interior] [Exterior and Interior] mean[s] the [exterior] [interior] [exterior and interior] surface[s] of an improvement on the Property including the architectural style, the general design and arrangement, the color, the kind and texture of the building materials and the type and style of all windows, doors, light fixtures, signs and other similar [exterior] [interior] [exterior and interior] features. The term construction shall include all construction, reconstruction, improvement, enlargement, painting and decorating, alteration, demolition, maintenance or repair of any structure or works.

(iii) [Except as provided in paragraph 3(D)(iv) below, no] [No] building, structure, or improvement may be constructed or erected on the Property other than those buildings, structures, or improvements which are as of the date of this Agreement located on the Property, as described and depicted in Exhibit A.

[(iv) INSERT PERMISSIBLE CONSTRUCTION ACTIVITIES]

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(E) Archeological Resources. Without the express written consent of the Director, Grantor shall not cause, permit or suffer any grading, excavation, plowing over 12 inches in depth, subsoiling, drainage improvement, or other undertaking which would materially disturb the surface or subsurface of the ground. Prior to granting such consent, the Director may require the Grantor to perform a survey in order to identify and determine the significance of archeological deposits. If subsequently deemed necessary by the Director, the Grantor shall conduct data recovery, excavation, curation, documentation and reporting of the affected deposits, all in a form and substance satisfactory to the Director.

(F) Inspection. Grantee shall have the right to enter the Property on reasonable notice to Grantor for the purpose of inspecting the Property to determine whether there is compliance by the Grantor with the terms of the Easement.

(G) Breach by Grantor. Upon any breach of the terms of the Easement by Grantor, Grantee may, after reasonable notice to Grantor, exercise any or all of the following remedies:

- (i) institute suit(s) to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction;
- (ii) demand that the Property be restored promptly to the condition required by the Easement; and
- (iii) enter upon the Property, correct any breach, and hold Grantor responsible for the resulting cost.

Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to Grantee at law or equity. If Grantor is found to have breached any of Grantor's obligations under the Easement, Grantor shall reimburse Grantee for any costs or expenses incurred by Grantee, including court costs and reasonable attorneys fees.

(H) Waiver. No waiver of any term or condition of the Easement shall have any force or effect unless it be in writing and approved by the parties hereto. No failure on the part of Grantee to enforce any covenant or provision herein nor the waiver of any right thereunder by Grantee shall discharge or invalidate such covenant or provision of any other covenant, condition, or provision hereof, or affect the right of Grantee to enforce the same in the event of a subsequent breach or default.

(I) Consent, Disapproval and Appeal. In any event where the terms of the Easement require the consent of the Director, such consent shall be requested by notice to the Director and consent shall be deemed to have been given within forty-five (45) days after receipt of notice by the Director unless the Director gives notice to the Grantor of specific reason for disapproval. In any event where the Director gives such notice of disapproval, Grantor may appeal the disapproval to the Board of Trustees of the Maryland Historical Trust for review by it or by such person or agency as may be

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designated by it to make such review. Appeal shall be made by notice to the Director given within forty-five (45) days of receipt of notice of disapproval from the Director.

(J) Notice. Any notice required to be given by the Easement shall be in writing and may be given by certified or registered mail, with postage prepaid and return receipt requested, if to the Grantor, addressed to the Grantor as follows:

or to the Grantor at such other address as the Grantor may from time to time designate by notice to the Director, or, if to the Grantee or the Director, addressed to the Grantee or Director as follows:

Director
Maryland Historical Trust
100 Community Place
Crownsville, Maryland 21032-2023

or to the Grantee or the Director at such other address as the Director may from time to time designate by notice to the Grantor. Any notice given in the foregoing manner shall be deemed to have been given upon receipt thereof, which shall be presumed to be two (2) days after the day notice has been deposited with the United States Post Office.

(K) Construction. The Easement is for the purpose of promoting and shall be construed to promote the purposes of the statutes creating and governing Grantee and of Section 2-118 of the Real Property Article of the Annotated Code of Maryland and to preserve the historic, cultural, scenic and aesthetic character of the Property.

(L) Subsequent Conveyance. Grantor agrees that the restrictions of the Easement will be inserted, verbatim or by express reference, in any subsequent deed or other legal instrument by which the Grantor's fee simple title to the Property or any other possessory interest in the Property, or any part thereof, is divested or conveyed.

(M) Transfer of Ownership. The Grantor agrees for itself, its personal representatives, heirs, successors, transferees and assigns, to notify the Grantee in writing of the names and addresses of any party to whom the Property, or any part thereof, is being transferred before or within forty-five (45) days of the time the transfer is consummated.

(N) Conservation Purposes. Grantee agrees that it will hold this Deed exclusively for conservation purposes i.e., that it will not transfer this Deed whether or not for consideration. However, subject to the provisions of any applicable federal law, Grantee may assign or transfer its interest in this Deed to a governmental unit or organization which qualifies at the time of the

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transfer as an eligible donee of this Deed under any pertinent provisions of federal law.

(O) Property Right. Grantor agrees that the donation of this Deed gives rise to a property right, immediately vested in the Grantee, with a fair market value equal to the proportionate value that this Deed bears to the value of the Property as a whole.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

WITNESS/ATTEST: GRANTOR: _____

_____ By: _____ (SEAL)
Name: _____
Title: _____

WITNESS: ACCEPTED BY THE
MARYLAND HISTORICAL TRUST

_____ By: _____ (SEAL)
J. Rodney Little, Director

STATE OF MARYLAND, _____ CITY/COUNTY, to wit:

I HEREBY CERTIFY, that on this ___ day of _____, in the year 199__, before the subscriber, personally appeared _____, who acknowledged that (s)he executed the foregoing instrument for the purposes therein contained as the duly authorized _____ of _____.

Notary Public

My Commission Expires:

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STATE OF MARYLAND, _____ COUNTY, to wit:

I HEREBY CERTIFY, that on this _ day of _____, in the year 199__, before the subscriber, personally appeared J. Rodney Little, and acknowledged that he executed the foregoing instrument for the purposes therein contained as the fully authorized Director of the Maryland Historical Trust.

Notary Public

My Commission Expires:

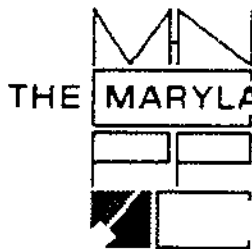
Approved as to form and legal
sufficiency this __ day of
_____, 199__.

Assistant Attorney General

CERTIFICATION

The undersigned hereby certifies that this instrument has been prepared by or under the supervision of _____ and that I am an attorney admitted to practice before the Court of Appeals of Maryland.

(SEAL)




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

January 24, 2001

MEMORANDUM

TO: Robert Hubbard, Director
Department of Permitting Services

FROM: Gwen Wright, Coordinator
Historic Preservation 

SUBJECT: Historic Area Work Permit
HPC Case No : 13/14-01A (Retroactive) DPS No.: 237993

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

*** * *HPC Staff must review and stamp the construction drawings prior to application for a building permit with Department of Permitting Services. * * ***

This application was:

_____ APPROVED

___ **xx** ___ APPROVED WITH CONDITIONS:

1. All parking areas in the circle and along the driveway are to have gravel surfaces with timber wheel stops.
2. A mixed deciduous/evergreen hedgerow is to be planted between the dairy barn and the eastern edge of the environmental setting (shown in the site plan as Historic Preservation Limits) as screening.
3. The roof canopy between the administration building and the classrooms is to be deleted.
4. Applicant is to submit detailed grading plans and elevations for any HVAC, SWM, or sewer and water improvements on the site including sand mounds, grinder pumps, or air conditioning installations.
5. Applicant is to clean up and stabilize the bank barn ruins, the corn crib/machinery shed, and the storage shed using approved historic preservation practices for these projects.
6. Applicant is to develop a plan for rehabilitation and re-use of the historic buildings (main house and all outbuildings with a schedule to be used to try to obtain funding to ensure preservation of the historic structures.

Please note that the building permit for this project will be issued conditional upon adherence to the approved Historic Area Work Permit (HAWP) to:

Applicant: **Montgomery County Public Schools (Tim Bakos & James Song, Agents)**

Address: **Moneysworth Farm, 22870 Whelan Lane, Clarksburg**

and subject to the general condition that, after issuance of the Montgomery County Department of Permitting Services (DPS) permit, the applicant arrange for a field inspection by calling the Montgomery County DPS Field Services Office at 240-777-6210 prior to commencement of work and not more than two weeks following completion of work.