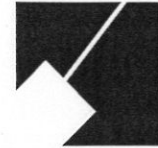


The Maryland-National Capital Park and Planning Commission
Prince George's County Planning Department
Development Review Division
301-952-3530



Note: Staff reports can be accessed at www.mncppc.org/pgco/planning/plan.htm.

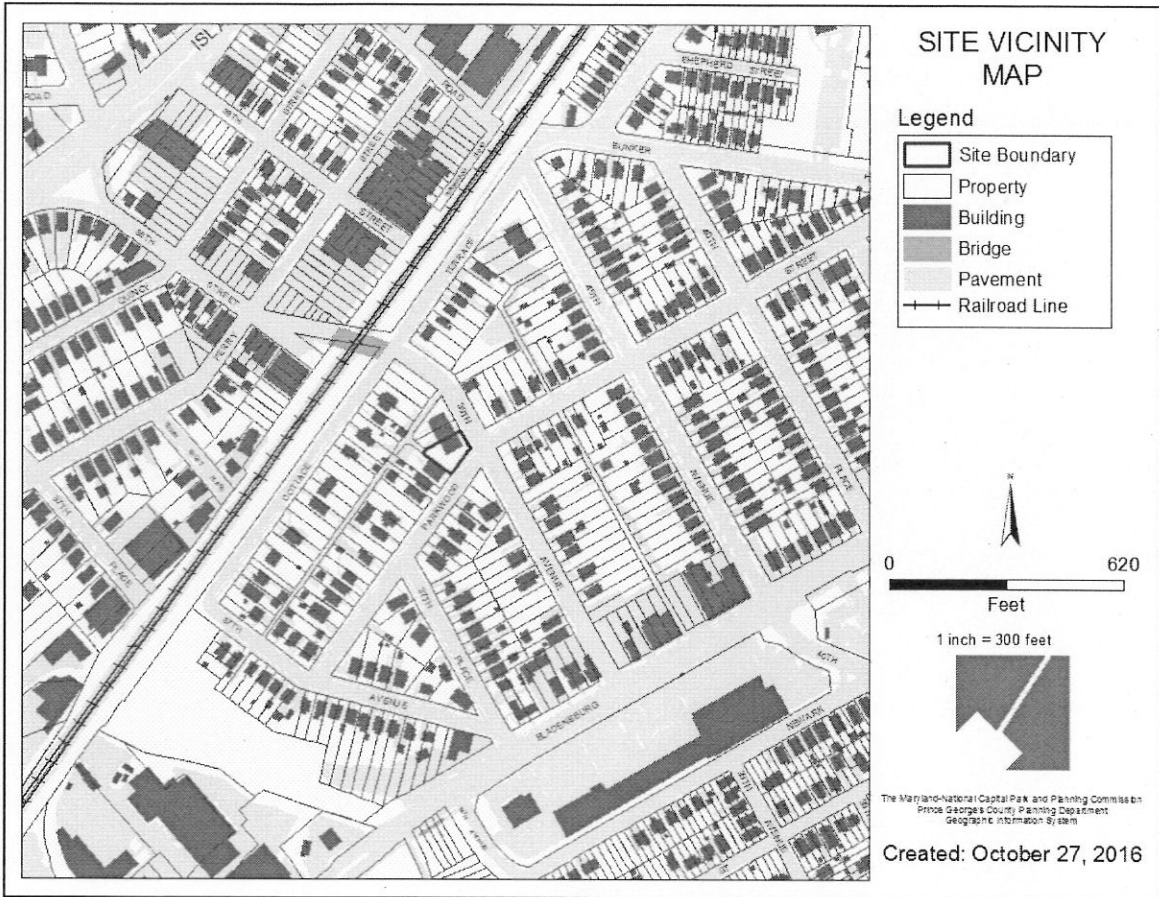
Certification of Nonconforming Use

CNU-30038-2015

Application	General Data	
Project Name: Obinne Enterprise, LLC 3800 38 th Avenue Location: 3800 38 th Avenue, Brentwood Southwest of 38 th Ave and approximately 790 feet north of Bladensburg Road Applicant/Address: Ferdinand & Anthonia Obichere 12903 Autumn Drive Silver Spring, MD 20904 Property Owner: Ferdinand & Anthonia Obichere 12903 Autumn Drive Silver Spring, MD 20904	Planning Board Hearing Date:	03/16/17
	Staff Report Date:	02/27/17
	Date Accepted:	01/04/17
	Planning Board Action Limit:	N/A
	Plan Acreage:	0.167 acres
	Zone:	R-18
	Lots:	1
	Parcels:	N/A
	Planning Area:	68
	Council District:	05
	Election District	02
	Municipality:	N/A
200-Scale Base Map:	205NE03	

Purpose of Application	Notice Dates	
Certification of Nonconforming Use for a four-unit apartment building.	Informational Mailing	10/05/16
	Acceptance Mailing:	12/27/16
	Sign Posting Deadline:	02/14/17

Staff Recommendation		Staff Reviewer: Ivy R. Thompson Phone Number: 301-952-4326 E-mail: Ivy.Thompson@ppd.mncppc.org	
APPROVAL	APPROVAL WITH CONDITIONS	DISAPPROVAL	DISCUSSION
X			



THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

PRINCE GEORGE'S COUNTY PLANNING BOARD

TECHNICAL STAFF REPORT:

TO: The Prince George's County Planning Board

VIA: Christina Pompa, Interim Supervisor, Zoning Review Section, Development Review Division

FROM: Ivy Thompson, Senior Planner, Zoning Review Section, Development Review Division

SUBJECT: **Certification of Nonconforming Use Application No. CNU-30038-2015**

REQUEST: **Certification of a nonconforming use for an existing, four-unit apartment building that was constructed in 1936.**

RECOMMENDATION: **APPROVAL**

NOTE:

The Planning Board has scheduled this application for a public hearing on the agenda date of March 16, 2017. The Planning Board also encourages all interested persons to request to become a person of record for this application.

Requests to become a person of record should be made in writing and addressed to The Maryland-National Capital Park and Planning Commission, Development Review Division, 14741 Governor Oden Bowie Drive, Upper Marlboro, MD 20772. Please call 301-952-3530 for additional information.

FINDINGS

A. **Location and Field Inspection:** The subject property, 3800 38th Avenue, is located on the southwest side of 38th Avenue approximately 800 feet west of Bladensburg Road. The site is developed with a two story, four-unit apartment building with basement on a 7,263-square-foot lot. The subject building adjoins two other multifamily apartment buildings to the west. Access to the site is via a 25-foot-long concrete walkway from 38th Avenue. There is no designated parking available on the site. However, some street parking is available on Parkwood Street located to the south of the subject site and there is access to public transportation on 38th Avenue.

B. **Development Data Summary:**

	EXISTING	APPROVED
Zone	R-18	Unchanged
Acreage	0.167	Unchanged
Use(s)	Multifamily dwellings	Unchanged
Total Units	4	Unchanged
Site Density	24.2 dwelling units/acre	Unchanged
Lot Coverage	22.7%	Unchanged

C. **History:** The site was recorded as Lot 42, Block 3, of Cottage City in April 1936. The subject apartment building was constructed in 1936. At the time of the building construction, the property was zoned Residential “C” and was in conformance with the regulations in effect. The property was placed in the Multifamily Medium-Density Residential (R-18) Zone in November 29, 1949 thus allowing four (4) dwelling units. The nonconforming status commenced January 1, 1964 when the Zoning Ordinance was amended to increase the original minimum net lot area per dwelling unit from 1,800 square feet of gross lot area per dwelling unit to 2,000 square feet of lot area per unit. Density requirements were changed in 1975 to the current maximum of twelve (12) units per acre.

D. **Master Plan Recommendation:** The 1994 *Approved Master Plan and Sectional Map Amendment* for Planning Area 68 retained the subject property in the R-18 (Multifamily Medium-Density Residential) Zone.

E. **Request:** The applicant requests certification of an existing, four-unit apartment building that was constructed in 1936. At that time, the property was subject to the requirements of the Residential “C” Zone classification. Because development regulations were changed or adopted after the use was lawfully established, the density of the multifamily apartment building became nonconforming. Based on the current standard of square footage per dwelling unit for the R-18 Zone, the existing building exceeds the current maximum density; thus, a request for certification of nonconforming use is required.

F. **Surrounding Uses:** The site is primarily surrounded by single-family residential development in the R-55 Zone except the two contiguous apartment buildings attached to the subject apartment compound and another apartment building to the southeast (on Parkwood Street).

The site is surrounded by the following uses:

North— Thirty-Eighth Avenue and across the right-of-way is a vacant Cottage City Fire Department building and other single-family detached houses zoned R-55.

- South—** A multifamily apartment building zoned R-18, Parkwood Street and single-family detached houses zoned R-55.
- East—** Contiguous to the subject building are multifamily apartment buildings zoned R-18 and a residential property zoned R-55.
- West—** A multifamily apartment building zoned R-18.

G. Definition of a Nonconforming Use:

- (A) The “Use” of any “Building,” “Structure,” or land which is not in conformance with a requirement of the Zone in which it is located (as it specifically applies to the “Use”), provided that:
- (i) The requirement was adopted after the “Use” was lawfully established; or
 - (ii) The “Use” was established after the requirement was adopted and the District Council has validated a building, use and occupancy, or sign permit issued for it in error.
- (B) The term shall include any “Building,” “Structure,” or land used in connection with a “Nonconforming Use,” regardless of whether the “Building,” “Structure,” or land conforms to the physical requirements of the Zone in which it is located.

Certification Requirements: Certification of a nonconforming use requires that certain findings be made. Section 27-244 of the Prince George’s County Zoning Ordinance sets forth the following specific requirements for certifying a nonconforming use:

(a) **In general.**

- (1) A nonconforming use may only continue if a use and occupancy permit identifying the use as nonconforming is issued after the Planning Board (or its authorized representative) or the District Council certifies that the use is nonconforming and not illegal (except as provided for in Section 27-246 and Subdivision 2 of this Division).

(b) **Application for use and occupancy permit.**

- (1) The applicant shall file an application for a use and occupancy permit in accordance with Division 7 of this Part.
- (2) Along with the application and accompanying plans, the applicant shall provide the following:
- (A) Documentary evidence, such as tax records, business records, public utility installation or payment records, and sworn affidavits, showing the commencing date and continuous existence of the nonconforming use;
 - (B) Evidence that the nonconforming use has not ceased to operate for more than 180 consecutive calendar days between the time the use became

nonconforming and the date when the application is submitted, or that conditions of nonoperation for more than one hundred eighty (180) consecutive calendar days between the time the use became nonconforming and the date when the application is submitted, or that conditions on nonoperation for more than one hundred eighty (180) consecutive calendar days were beyond the applicant's and/or owner's control, were for the purpose of correcting Code violations, or were due to the seasonal nature of the use;

- (C) Specific data showing:**
- (i) The exact nature, size, and location of the building, structure, and use;**
 - (ii) A legal description of the property; and**
 - (iii) The precise location and limits of the use on the property and within any building it occupies;**
- (D) A copy of a valid use and occupancy permit issued for the use prior to the date upon which it became a nonconforming use, if the applicant possesses one.**

Analysis—Per the applicant's documentation, the apartment building, 3800 38th Avenue was constructed in 1936. When the applicant applied for a use and occupancy permit, it was determined that certification of nonconforming use is required because the apartment exceeds the current maximum density for a multifamily property in the R-18 Zone. The Property Standards Division could not verify that the multifamily apartment building was built in accordance with requirements in effect at the time of construction because the original use and occupancy permit records were not available. Therefore, in accordance with Section 27-244(f) of the Zoning Ordinance, the Planning Board must determine whether, in fact, the use was legally established prior to the date it became nonconforming and that it has been in continuous operation since that time.

The applicant submitted the following documentary evidence in support of the application:

1. Prince George's County Rental Housing Licenses dated May 1997–May 1999, May 2005–May 2007, and May 2011–May 2013.
2. Lease Agreement for unit #1- dated July 2004, unit #3-dated November 2003, and unit #4-dated April 2004 and renewed April 2006.
3. Affidavit of Ms. Rose Arthur indicating she has lived at 3802 38th unit #4 Avenue, unit #4 from in 1973 to the present and affirming that 3800 38th Avenue operates as a multifamily property.
4. A letter dated March 2, 2016 from the Washington Suburban Sanitary Commission (WSSC) stating that the address has had an active WSSC service since April 1, 1949. The record shows that the water and sewer services have been in use and available to this property since at least April 7, 1995.

5. A Maryland Department of Assessments and Taxation record indicating the structure was built in 1936.
6. Alban Home Inspection Service dated September 30, 1998 and June 6, 2016.
7. Maryland Department of the Environment Lead Inspection Service dated September 16, 1998 and May 23, 2001.
8. Prince George's County Consolidated Tax Bill dated July 1, 2003.
9. Pepco service application dated May 8, 1997.
10. Standard Burner Service Agreement with Griffith dated December 31, 1998.
11. Certificate of Satisfaction date January 3, 2014 prepared by Lien Release.
12. A site plan of the subject property was submitted that contains a comparison of the regulations in effect when the apartments were built to current regulations. The site plan shows building locations, setbacks, and pedestrian connections.

In addition, a review of the Maryland-National Capital Park and Planning Commission (M-NCPPC) Planning Department, aerial imagery of the site 1938 through 2016 shows the location of the existing building on the site in its present configuration.

DISCUSSION

The above evidence supports the applicant's claim that the subject multifamily dwelling was constructed in conformance with development standards in place in 1936 and has been in continuous operation since 1964. The nonconforming use began in January 1, 1964 when the density regulations in the Residential "C" changed from a minimum 1,800-square-foot lot area per dwelling unit to a minimum of 2,000-square-foot lot area per dwelling unit in the current R-18 Zone and again in 1975 to the maximum of 12-units per acre. The allowable density on the subject site prior to the change was four (4) units on a 0.167-acre property. After that date, a maximum of three units are allowed on a site that size.

CONCLUSION

Based on the evidence submitted by the applicant, together with the lack of contradictory evidence from other sources, it is reasonable to conclude that the multifamily apartment building, 3800 38th Avenue, was constructed in accordance with the requirements of the Zoning Ordinance in effect prior to 1949. There is also no evidence to suggest a lapse of continuous operation as a multifamily rental property since the building became nonconforming January 1, 1964. Pursuant to Subtitle 27 of the Prince George's County Code, it is recommended that Certification of Nonconforming Use Application No. CNU-30038-2015 be APPROVED as a certified nonconforming use.

ITEM:

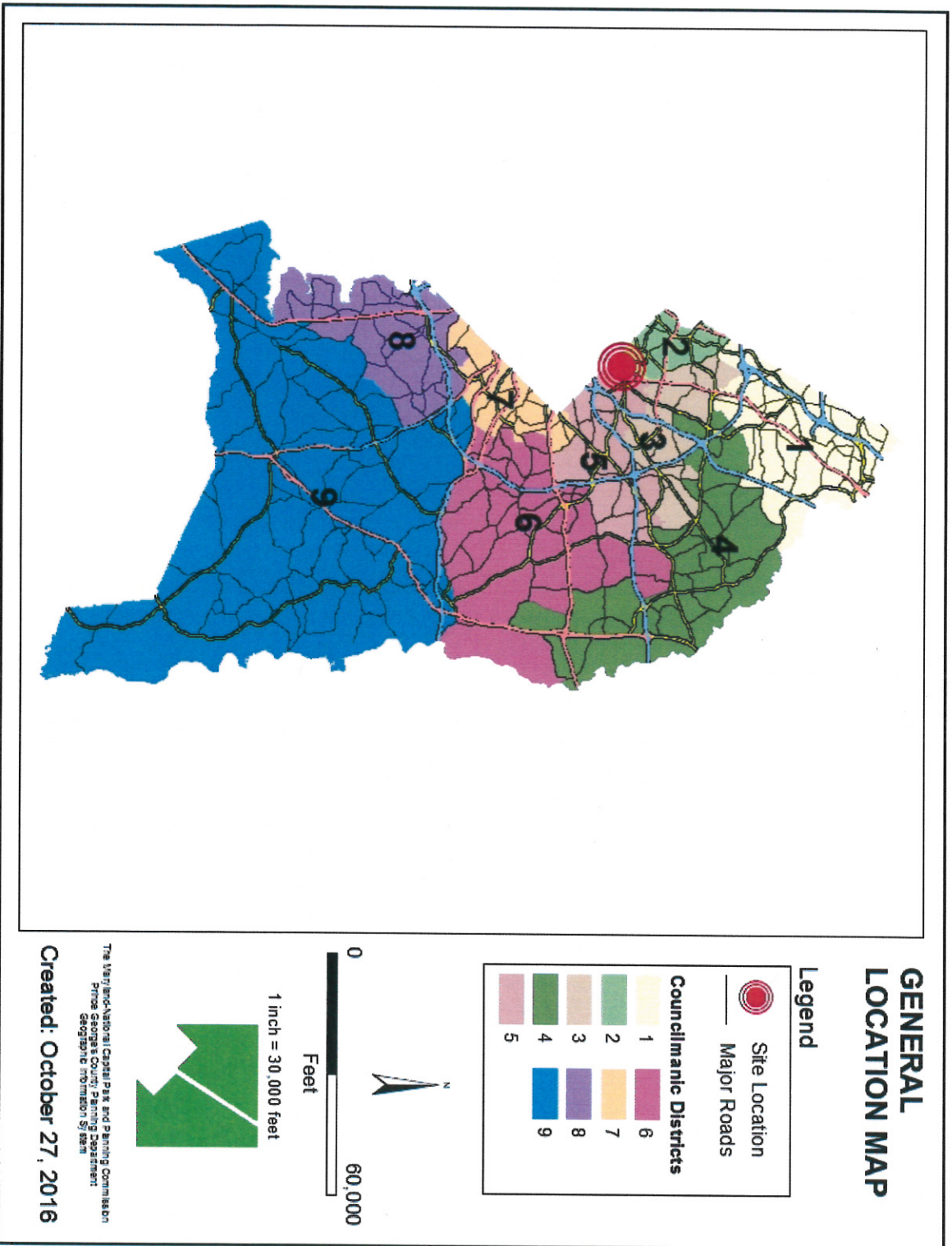
CASE: CNU-30038-2015

**OBINNE ENTERPRISE, LLC
3800 38TH AVENUE**

THE PRINCE GEORGE'S COUNTY PLANNING DEPARTMENT

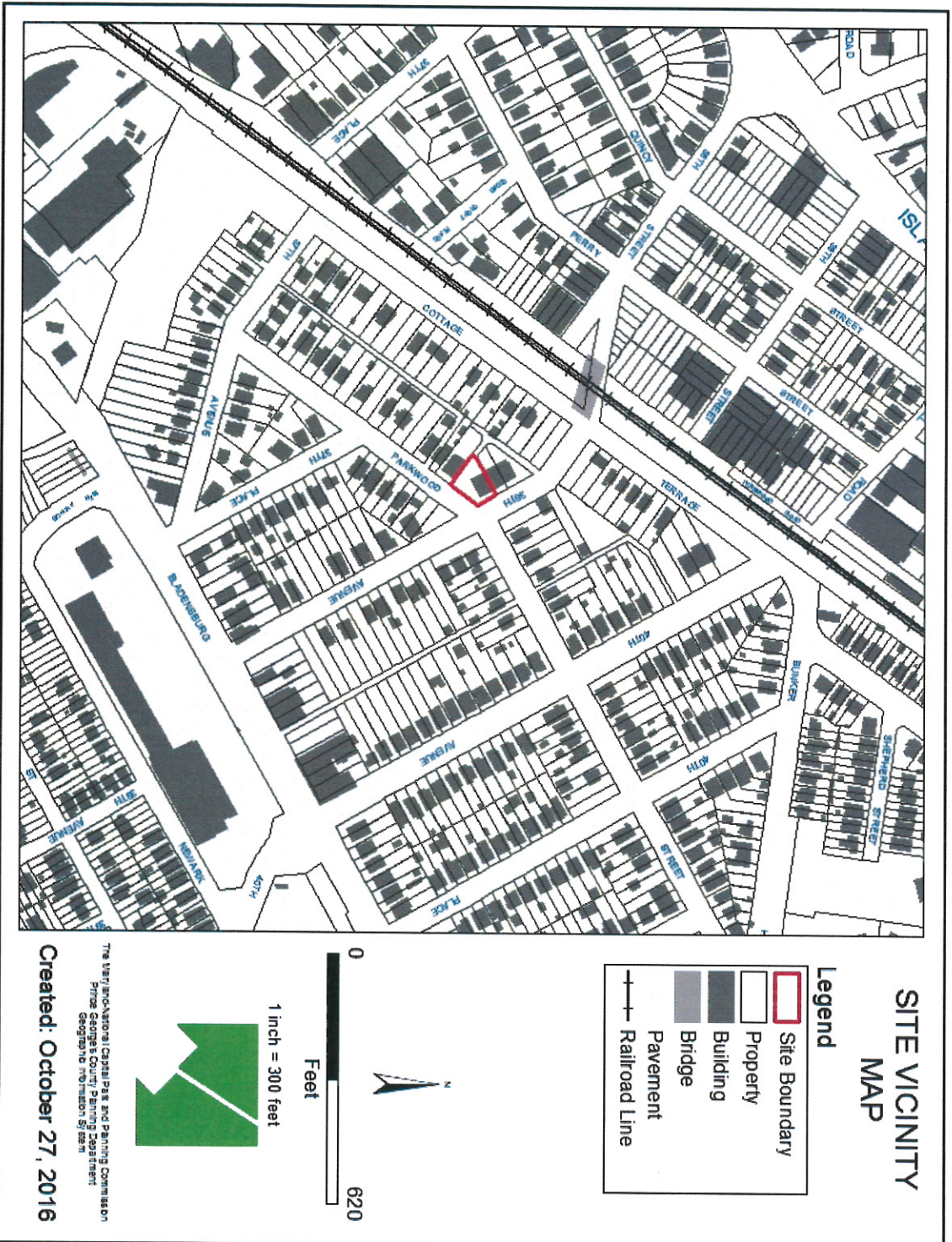


GENERAL LOCATION MAP



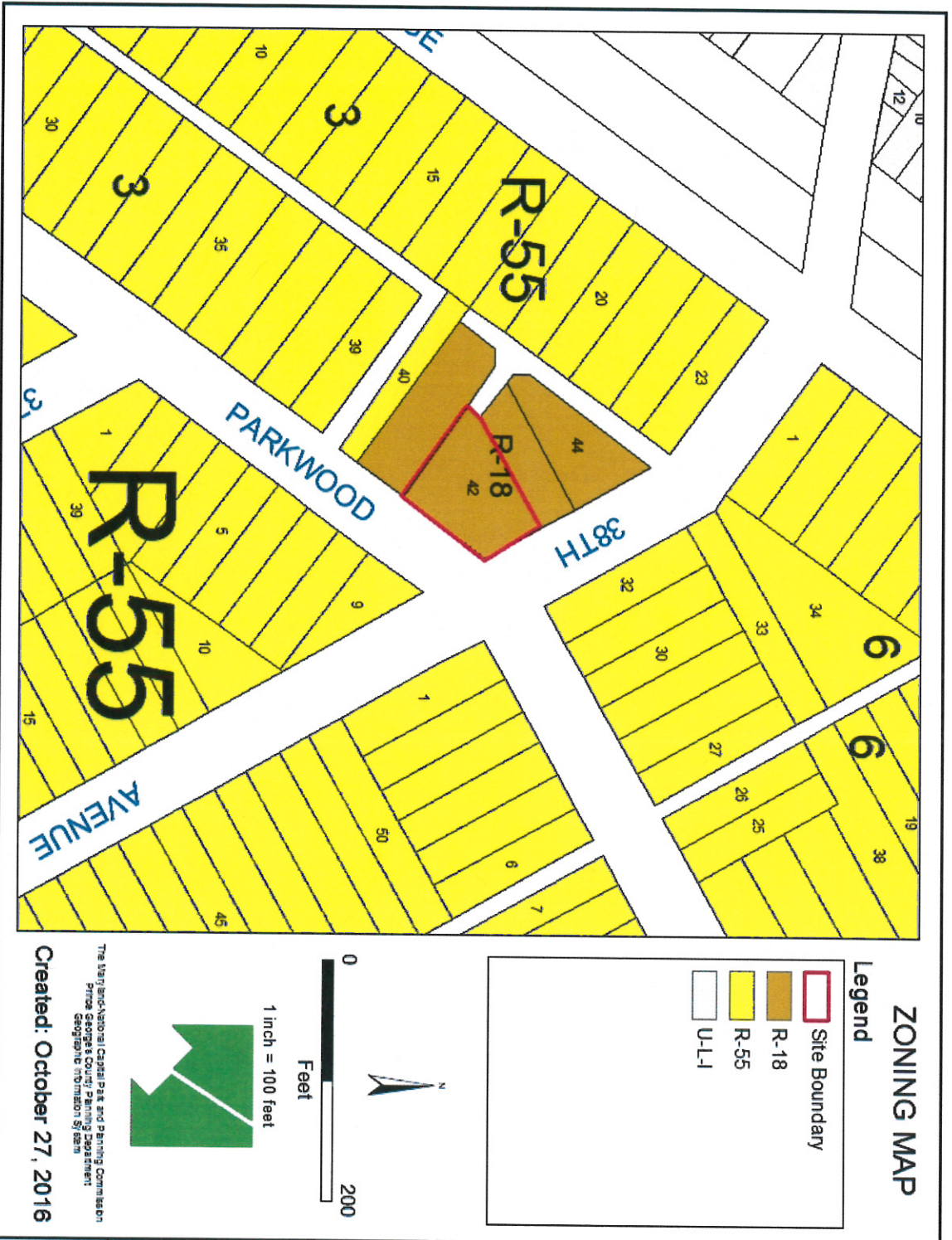
SITE VICINITY

Case # CNU-30038-2015



ZONING MAP

Case # CNU-30038-2015



OVERLAY MAP

Case # CNU-30038-2015

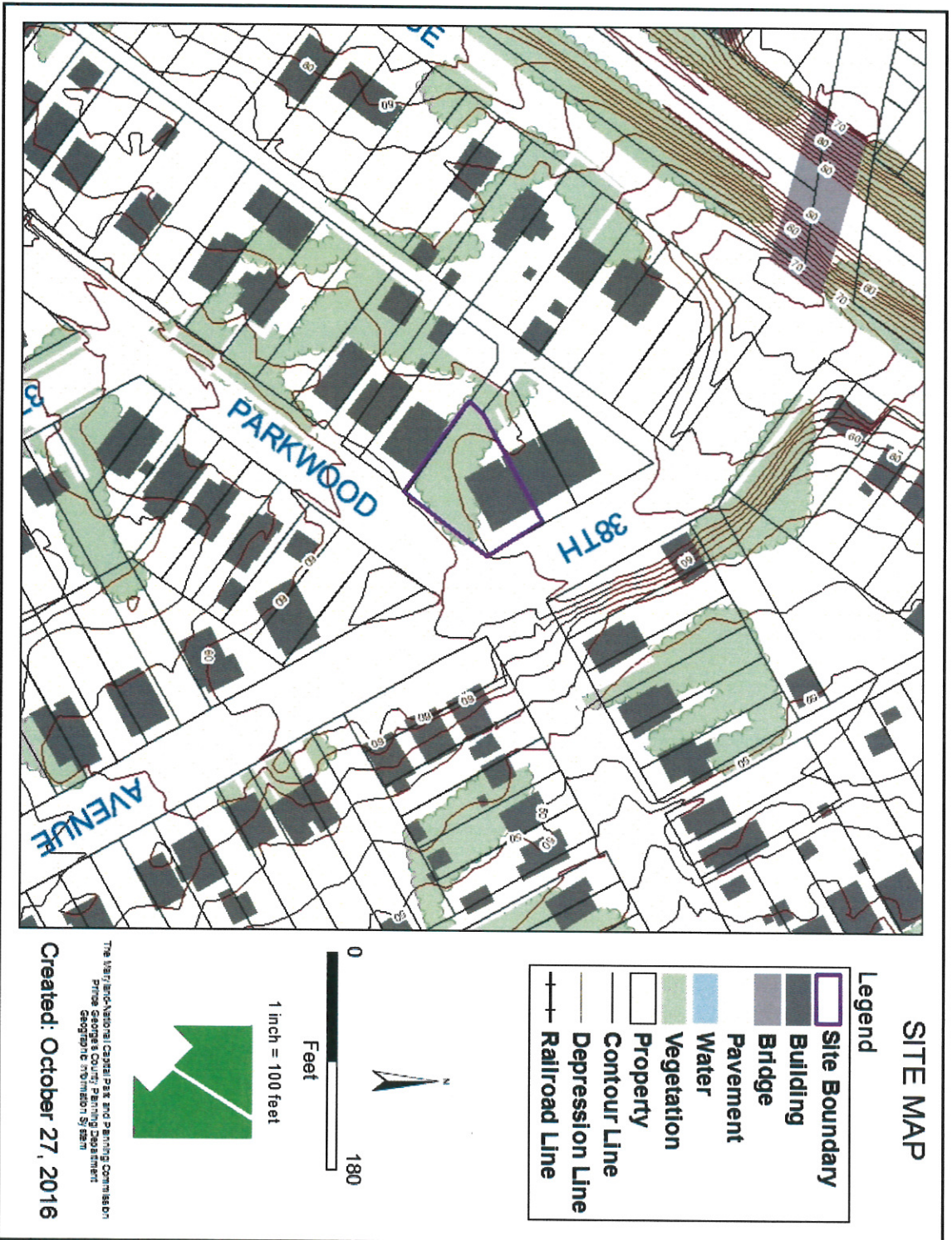


AERIAL MAP



SITE MAP

Case # CNU-30038-2015



MASTER PLAN RIGHT-OF-WAY MAP



FRONT AND SIDE VIEWS OF PROPERTY



VIEWS ALONG 38TH AVENUE

Case # CNU-30038-2015



SITE PLAN

Case # CNU-30038-2015

1/17/16 10:12 AM

1. This site plan is submitted for review and approval by the Planning Board, Prince George's County, Maryland, for the proposed development of a 2.0-acre residential development consisting of 100 single-family detached units, including a 2000 sq. ft. community center, on a 2.0-acre parcel located at the intersection of Parkwood Street and 30th Avenue, Prince George's County, Maryland. The proposed development is shown on the site plan attached hereto.

2. The proposed development is shown on the site plan attached hereto.

3. The proposed development is shown on the site plan attached hereto.

4. The proposed development is shown on the site plan attached hereto.

5. The proposed development is shown on the site plan attached hereto.

6. The proposed development is shown on the site plan attached hereto.

7. The proposed development is shown on the site plan attached hereto.

8. The proposed development is shown on the site plan attached hereto.

9. The proposed development is shown on the site plan attached hereto.

10. The proposed development is shown on the site plan attached hereto.

11. The proposed development is shown on the site plan attached hereto.

12. The proposed development is shown on the site plan attached hereto.

13. The proposed development is shown on the site plan attached hereto.

14. The proposed development is shown on the site plan attached hereto.

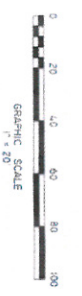
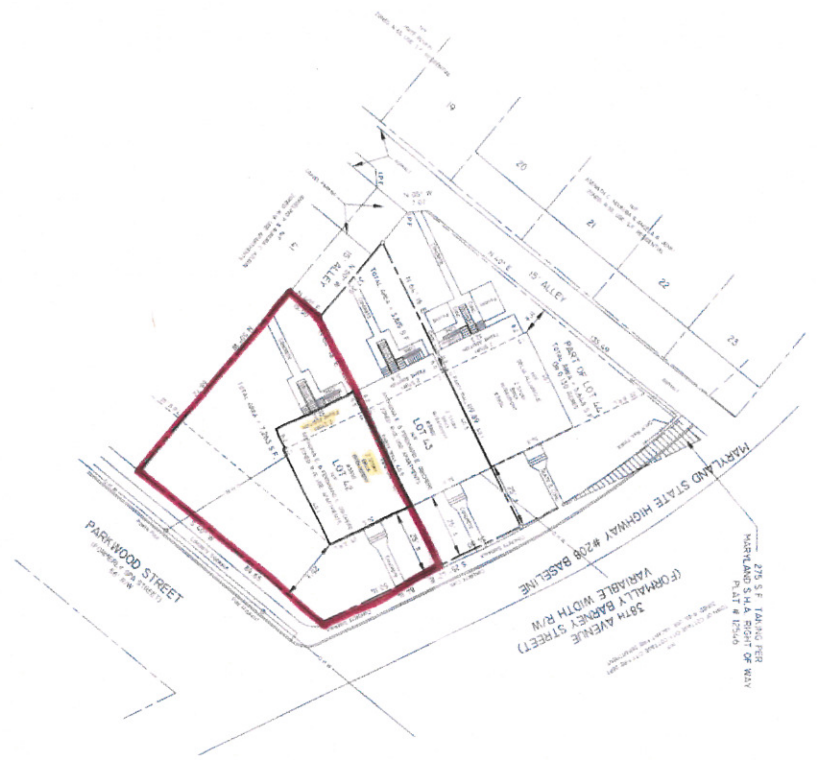
15. The proposed development is shown on the site plan attached hereto.

16. The proposed development is shown on the site plan attached hereto.

17. The proposed development is shown on the site plan attached hereto.

18. The proposed development is shown on the site plan attached hereto.

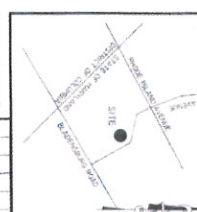
Item	Proposed	Ordinance
1. Maximum Building Height	35' 0"	35' 0"
2. Maximum Lot Coverage	40%	40%
3. Maximum Lot Area	100,000 sq. ft.	100,000 sq. ft.
4. Minimum Lot Area	10,000 sq. ft.	10,000 sq. ft.
5. Minimum Setback	10' 0"	10' 0"
6. Maximum Density	100 units/acre	100 units/acre
7. Maximum Floor Area Ratio	1.0	1.0
8. Maximum Parking Spaces	100	100
9. Maximum Open Space	10%	10%
10. Maximum Impervious Surface	40%	40%
11. Maximum Building Footprint	40%	40%
12. Maximum Building Footprint Area	40,000 sq. ft.	40,000 sq. ft.
13. Maximum Building Footprint Length	100' 0"	100' 0"
14. Maximum Building Footprint Width	100' 0"	100' 0"
15. Maximum Building Footprint Height	35' 0"	35' 0"
16. Maximum Building Footprint Area Ratio	1.0	1.0
17. Maximum Building Footprint Length Ratio	1.0	1.0
18. Maximum Building Footprint Width Ratio	1.0	1.0
19. Maximum Building Footprint Height Ratio	1.0	1.0
20. Maximum Building Footprint Area Ratio	1.0	1.0
21. Maximum Building Footprint Length Ratio	1.0	1.0
22. Maximum Building Footprint Width Ratio	1.0	1.0
23. Maximum Building Footprint Height Ratio	1.0	1.0
24. Maximum Building Footprint Area Ratio	1.0	1.0
25. Maximum Building Footprint Length Ratio	1.0	1.0
26. Maximum Building Footprint Width Ratio	1.0	1.0
27. Maximum Building Footprint Height Ratio	1.0	1.0
28. Maximum Building Footprint Area Ratio	1.0	1.0
29. Maximum Building Footprint Length Ratio	1.0	1.0
30. Maximum Building Footprint Width Ratio	1.0	1.0
31. Maximum Building Footprint Height Ratio	1.0	1.0
32. Maximum Building Footprint Area Ratio	1.0	1.0
33. Maximum Building Footprint Length Ratio	1.0	1.0
34. Maximum Building Footprint Width Ratio	1.0	1.0
35. Maximum Building Footprint Height Ratio	1.0	1.0
36. Maximum Building Footprint Area Ratio	1.0	1.0
37. Maximum Building Footprint Length Ratio	1.0	1.0
38. Maximum Building Footprint Width Ratio	1.0	1.0
39. Maximum Building Footprint Height Ratio	1.0	1.0
40. Maximum Building Footprint Area Ratio	1.0	1.0
41. Maximum Building Footprint Length Ratio	1.0	1.0
42. Maximum Building Footprint Width Ratio	1.0	1.0
43. Maximum Building Footprint Height Ratio	1.0	1.0
44. Maximum Building Footprint Area Ratio	1.0	1.0
45. Maximum Building Footprint Length Ratio	1.0	1.0
46. Maximum Building Footprint Width Ratio	1.0	1.0
47. Maximum Building Footprint Height Ratio	1.0	1.0
48. Maximum Building Footprint Area Ratio	1.0	1.0
49. Maximum Building Footprint Length Ratio	1.0	1.0
50. Maximum Building Footprint Width Ratio	1.0	1.0
51. Maximum Building Footprint Height Ratio	1.0	1.0
52. Maximum Building Footprint Area Ratio	1.0	1.0
53. Maximum Building Footprint Length Ratio	1.0	1.0
54. Maximum Building Footprint Width Ratio	1.0	1.0
55. Maximum Building Footprint Height Ratio	1.0	1.0
56. Maximum Building Footprint Area Ratio	1.0	1.0
57. Maximum Building Footprint Length Ratio	1.0	1.0
58. Maximum Building Footprint Width Ratio	1.0	1.0
59. Maximum Building Footprint Height Ratio	1.0	1.0
60. Maximum Building Footprint Area Ratio	1.0	1.0
61. Maximum Building Footprint Length Ratio	1.0	1.0
62. Maximum Building Footprint Width Ratio	1.0	1.0
63. Maximum Building Footprint Height Ratio	1.0	1.0
64. Maximum Building Footprint Area Ratio	1.0	1.0
65. Maximum Building Footprint Length Ratio	1.0	1.0
66. Maximum Building Footprint Width Ratio	1.0	1.0
67. Maximum Building Footprint Height Ratio	1.0	1.0
68. Maximum Building Footprint Area Ratio	1.0	1.0
69. Maximum Building Footprint Length Ratio	1.0	1.0
70. Maximum Building Footprint Width Ratio	1.0	1.0
71. Maximum Building Footprint Height Ratio	1.0	1.0
72. Maximum Building Footprint Area Ratio	1.0	1.0
73. Maximum Building Footprint Length Ratio	1.0	1.0
74. Maximum Building Footprint Width Ratio	1.0	1.0
75. Maximum Building Footprint Height Ratio	1.0	1.0
76. Maximum Building Footprint Area Ratio	1.0	1.0
77. Maximum Building Footprint Length Ratio	1.0	1.0
78. Maximum Building Footprint Width Ratio	1.0	1.0
79. Maximum Building Footprint Height Ratio	1.0	1.0
80. Maximum Building Footprint Area Ratio	1.0	1.0
81. Maximum Building Footprint Length Ratio	1.0	1.0
82. Maximum Building Footprint Width Ratio	1.0	1.0
83. Maximum Building Footprint Height Ratio	1.0	1.0
84. Maximum Building Footprint Area Ratio	1.0	1.0
85. Maximum Building Footprint Length Ratio	1.0	1.0
86. Maximum Building Footprint Width Ratio	1.0	1.0
87. Maximum Building Footprint Height Ratio	1.0	1.0
88. Maximum Building Footprint Area Ratio	1.0	1.0
89. Maximum Building Footprint Length Ratio	1.0	1.0
90. Maximum Building Footprint Width Ratio	1.0	1.0
91. Maximum Building Footprint Height Ratio	1.0	1.0
92. Maximum Building Footprint Area Ratio	1.0	1.0
93. Maximum Building Footprint Length Ratio	1.0	1.0
94. Maximum Building Footprint Width Ratio	1.0	1.0
95. Maximum Building Footprint Height Ratio	1.0	1.0
96. Maximum Building Footprint Area Ratio	1.0	1.0
97. Maximum Building Footprint Length Ratio	1.0	1.0
98. Maximum Building Footprint Width Ratio	1.0	1.0
99. Maximum Building Footprint Height Ratio	1.0	1.0
100. Maximum Building Footprint Area Ratio	1.0	1.0



278 5/4 Acreage for Plat # 15100

30th Avenue Street (Formerly Barnett Street) Variable Width PAV

278 5/4 Acreage for Plat # 15100



REVISION	DATE

R.C. KELLY & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 P.O. BOX 6884
 SILVER SPRING, MARYLAND 20914
 (301)595-8005 FAX (301)580-9560
 E-MAIL: RCK@RCKSURV.COM
 WWW.RCKSURV.COM

NONCONFORMING USE SITE PLAN
 LOTS 42 BLOCK 3
COTTAGE CITY
 PLAT BOOK 4 PAGE 52
 PRINCE GEORGE'S COUNTY, MARYLAND
 FILE # 2014-01127



January 10, 2017

MEMORANDUM

TO: Ivy Thompson, Zoning

FROM: Mary Hampton, Permits

SUBJECT: Referral Comments for CNU 30038-2016, Obinne Enterprises, LLC.

1. The columns for the zoning comparison charts for Lots 42 and 43 need to be aligned so that the development data is under the appropriate lot number, therefore easier to read.
2. The case number must be provided next to "Certification of Nonconforming Use Notes". This was left blank on the plan that was submitted for review.
3. The case number must be corrected to 30038-2015, not 2016.



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
PERMIT REVIEW SECTION

14741 Governor Oden Bowie Drive, Upper Marlboro Md. 20772

Permit Reviewer: Mary Hampton 30038-2015-U
Telephone Number: 301-952-5411 July 15, 2015
Fax Number: 301-952-4141
Permit Status: www.mncppc.org

The following comments were generated from permit review. Any questions or concerns regarding the following should be directed to the reviewer at the phone number provided above.

1. This permit is for an apartment building in the R-18 Zone. Per tax assessment it was constructed in 1936. The property was zoned Residential C at this time per Zoning Map Amendment #142, which was approved in 1935. The property was then placed in the R-18 Zone on 11/29/49. The applicant must provide the number of units and unit mix to determine whether the apartment building will require certification of nonconforming use. Per documents in Zoning Map Amendment #142 the property was proposed at that time for a 4 unit apartment building. Once this information is provided, additional comments will be generated. I called and left a message for the applicant. ***7/16/15 - Per the applicant the building has 4 one bedroom units. Based on a lot size of 0.166 acres the site provides a density of 24.09 dwelling units per acre which exceeds the current maximum density of the R-18 Zone which is 12 units per acre. Therefore certification of nonconforming use will be required. The apartments became nonconforming on 1/1/64 when the density of the R-18 Zone changed from a minimum of 1800 s.f. lot area per dwelling unit to a minimum of 2000 s.f. lot area per dwelling unit, thus only allowing 3 dwelling units. Density requirements of the R-18 Zone changed again in 1975 to the current maximum of 12 units per acre. Per Property Standards Division there is no prior issued use and occupancy permit, therefore the certification must be heard by the Planning Board. The applicant must contact Edward Holley at 301-952-3215 for information and instructions regarding the process. I called and discussed the comments with the applicant and emailed the comments to obichere1@yahoo.com***

7/19/16 – Applicant submitted revised plans to be used for the certification of nonconforming use. Applicant also owns adjacent Lot 43 which also requires NCU certification per permit 35221-2016-U. Both properties and required zoning notes have been provided on this plan.

STATEMENT OF JUSTIFICATION FOR THE CERTIFICATION OF 3800 38TH AVENUE APARTMENTS AS A NONCONFORMING USE CNU 30038-2015-U

I: INTRODUCTION

This request is for the certification of a nonconforming 4 unit apartment building which is located at 3800 38th Avenue , Brentwood , Maryland (the use"), which was built in 1936 according to the Maryland Department of Assessment Records , became nonconforming on 11/29/1949, when the density changed from a minimum of 625 S.F lot area per dwelling unit to a minimum of 1800 S.F. lot area per dwelling unit, thus only allowing 3 dwelling units. Per documents in Zoning Map Amendment #142, which rezoned the property to residential C in 1935, property was proposed at that time for a four-unit apartment building

II: DESCRIPTION OF PROPERTY

- | | |
|---------------------|---|
| 1: Location- | located west of 38 th Avenue, approximately 830 feet north of Bladensburg Rd |
| 2: Premise Address- | 3800 38 th Avenue |
| 3: Municipality- | Cottage City |
| 4: Frontage- | 38 th Avenue |
| 5: Zoning- | R-18 |
| 6: Area | 0.13 acres |
| 7: Tax map | 050A4 |
| 8: Council District | 5 |
| 9: Historic sites | None |
| 10: History | The apartments at 3800 38 th Avenue were built in 1936 with four one-bedroom rental units. It is adjoining two other apartments which addresses are 3802 and 3804 38 th Avenue and also has four one-bedroom rental units each. The apartments become nonconforming on 11/29/1949, when the density changed from a minimum of 625 S.F. lot area per dwelling unit to a minimum of 1800 S.F. lot area per dwelling unit, thus only allowing 3 dwelling units. Per documents in the Zoning Map Department # 142, which was rezoned the property to Residential C in 1935, the property was proposed at that time for a four-unit apartment building. Per property Division, there is no prior issued use and occupant permit. |

III: SITE DESCRIPTION

Neighborhood and surrounding uses

This site is surrounded by the following uses:

North- Single family dwelling unit- zoned R-55

South- Multifamily dwelling units- zoned R-18

East- Single family dwelling unit- zoned R-55

West- Single family dwelling unit- zoned R-55

CONFORMANCE WITH SECTION 27-244

- a) A nonconforming use may only continue if a Use and Occupancy permit identifying the use as nonconforming is issued after the Planning Board (or its authorized representative) or the District Council certifies that the use is nonconforming and not illegal (except as provided for in section 27-246 and Subdivision 2 of this Division)

COMMENT: Permit number 30038-2015-0 has been applied for by the applicant such that

Once the planning board certifies the use as nonconforming, the permit can

Identify the use as nonconforming. A copy of the pending permit is attached.

- b) The applicant shall file for a Use and Occupancy permit in accordance with Division 7 of this part

COMMENT: As noted, a Use and Occupancy permit has been applied for.

- c) (1) Documentary evidence such as tax records, business records, public utility installation or payment records, and sworn affidavits, showing the commencing date and continuous existence of the nonconforming use;
- (2) Evidence that the nonconforming use has not ceased to operate for more than one hundred eighty (180) consecutive calendar days between the time of use the use become nonconforming and the date when the application is submitted, or at that conditions of non-operative for more than one hundred eighty (180) consecutive calendar days were beyond the applicants and/or owners control, were for the purpose of correcting code violations, or were due to the seasonal nature of the use;

COMMENT: Attached is documentary evidence of the apartment's continuous existence, specifically;

- (1) Alban Home Inspection Service for apartment #2 dated Sept 30, 1998
- (2) Maryland Department of the Environment for apartment #2 dated Sept 16, 1998
- (3) Sworn affidavit by MS. Rose Arthur living there from 1973 till present
- (4) Purchase document from seller and owner Kane, AL P & Margaret E Etal for 3800 38th Avenue dated may 5, 1997
- (5) Lead Inspection Certificate for 3800 38th Avenue for apartment #2 dated May 23, 2001
- (6) Certificate Satisfaction prepared by Lien Release for 3800 38th Avenue dated Feb,2014
- (7) Rental Housing licenses for 3800 38th Avenue for 2013
- (8) Tax Bill for 3800 38th Avenue dated Jul 1, 2013
- (9) Alban Home Inspection Service for 3800 38th Avenue dated June 6, 2016
- (10) Standard Burner Service Agreement for 3800 38th Avenue by Griffith dated Dec 31, 1998
- (11) Application from Pepco for Electrical supply for 3800 38th Avenue dated May 8, 1997
- (12) WSSC for 3800 38th Avenue dated March 2, 2016

COMMENT: A site plan prepared by R.C Kelly & Associates, Inc. has been filed with this application

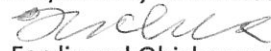
(e) A copy of a valid use and occupancy permit issued for the use prior to the date upon which it become a nonconforming use, if the applicant possesses one.

COMMENT: There is no use and occupancy permit for a date prior to April 30, 1997 when the use became nonconforming.

CONCLUSION

As the use has been continuous, without a break in operations for more than 180 consecutive calendar days, since become nonconforming in 1949, and sufficient evidence of its continuous operation has been submitted with this application, the applicant respectfully requests that the multi-family dwelling at 3800 38th Avenue, be certified as nonconforming.

Respectfully submitted by,


Ferdinand Obicheree (owner) for Obicheree Ent. LLC

12903 Autumn Drive

Silver Spring MD 20904

Prince George's County Government

Department of Environmental Resources

Property Standards Group

1220 Caraway Ct., Suite 1050, Largo, MD 20774

RENTAL HOUSING LICENSE

Owner:

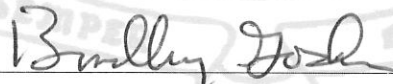
ANTHONIA E & FERDINAND E OBICHERE
OBINNE ENTERPRISES LLC
12903 AUTUMN DR
SILVER SPRING MD 20904

Property:

3800 38TH AVE APTS
BRENTWOOD MD 20722

Type of Units:	Multifamily Dwelling
Number of Units:	4
Fee Paid:	\$ 200.00
License Number:	M-1240
Date Issued:	May 16, 2011
Date Expired:	May 16, 2013

A license has been granted this day to operate a rental facility, unless suspended or revoked, under the provisions of Subtitle 13 of the Prince George's County Code. The licensee is obligated to promptly inform this Department of any changes of information contained in the application for this license. THIS LICENSE IS NOT TRANSFERRABLE AND TERMINATES UPON CHANGE OF OWNERSHIP.

 for

Director, Department of Environmental Resources
for Prince George's County, Maryland

Prince George's County Government

Department of Environmental Resources
Community Services Division
1220 Caraway Ct., Suite 1050, Largo, MD 20774

RENTAL HOUSING LICENSE

OWNER:


FERDINAND E. OBICHERE
12904 AUTUMN DRIVE
SILVER SPRING, MD 20904

PROPERTY:

3800 38TH AVENUE
COTTAGE CITY, MD 20722

Type of Units:	Multifamily Dwelling
Number of Units:	4
Fee Paid:	\$200.00
License Number:	M-1240
Date Issued:	May 16, 2005
Date Expires:	May 16, 2007

A license has been granted this day to operate a rental facility, unless suspended or revoked, under the provisions of Subtitle 13 of the Prince George's County Code. The licensee is obligated to promptly inform this Department of any changes of information contained in the application for this license. THIS LICENSE IS NOT TRANSFERRABLE AND TERMINATES UPON CHANGE OF OWNERSHIP.



for
Director, Department of Environmental Resources
for Prince George's County, Maryland

LEASE

(Prince George's County, Maryland)

1. DATE OF, PARTIES TO CONTRACT. This Lease is made and executed this 29th day of November, 2006 by and between V. Uchechi Obichere as agent for the owners, hereinafter called "Landlord" and DOMINA GREEN, hereinafter called "Tenant."

2. PREMISES, INITIAL TERM, RENT. Landlord rents to Tenant, for residential purposes only, the premises known as 3500 38th AVE #4 MD 20772 located in Prince George's County, Maryland for the term of 12 month(s) commencing on the 20th day of April. The rent is payable in equal, consecutive monthly installments of \$ 715.00. Each payment is due without diminution, deduction or demand in full accord with Paragraphs 10 and 11, on or before the close of business, on the FIRST day of each month during the term or any subsequent renewal, at the Office of the Landlord located at PO Box 2032, Bowie, 20718 or at such other place Landlord shall from time to time designate.

3. DELIVERY DATE, PRO-RATA RENT. This provision applies only if Tenant shall take possession of the premises on other than the first day of the month. Tenant took possession under this Lease on the ___ day of ___, and shall pay the sum of ___ Dollars and ___ Cents (___) from that date through ___ (Pro-rata rental period). Thereafter, rent shall be paid in accordance with Paragraphs 2, 9 and 10.

4. UTILITIES AND EQUIPMENT. During the initial term of this Lease, subject to paragraph 35, the Landlord shall be responsible for providing water utility services to the premises. The Tenant agrees to maintain and to pay for electric service and gas service to the apartment. Failure of Tenant to continuously maintain the electric service and gas service to the property shall constitute a material breach of this Lease and constitute grounds for eviction.

5. AUTHORIZED OCCUPANTS.

A. Enumerated. In addition to Tenant(s) listed in Paragraph 1, the following persons are authorized by Landlord to occupy or be a resident within the leased premises: None. No other persons may occupy or reside in the premises without first obtaining Landlord's written consent.

B. Limitation on number. To help insure enjoyable and tranquil living conditions at the rental facility, Landlord reserves the right to uniformly and impartially regulate the maximum number of occupants permitted to reside within this size dwelling unit, which policy may be more stringent than minimum overcrowding requirements specified in the Prince George's County Code.

C. Guests. If Tenant desires to have overnight guests in the apartment who are visiting for more than one week, then Tenant agrees to notify Landlord in writing in advance of the occupancy of any guest desiring to extend their stay beyond one week. In any event, no guest may occupy the premises for more than 15 consecutive days without the Landlord's prior written consent, which consent Landlord may withhold in its sole discretion.

6. COSIGNERS. A cosigner for any Tenant shall act solely as surety or guarantor, agreeing to be held liable for any and all unmet financial responsibilities incurred by Tenant in connection with this Lease to include, but not limited to Tenant's obligation to pay rent, late fees, damage due to breach of lease and any other costs to Landlord resulting from Tenant acts or negligence which produce damage to the premises or any part of the rental facility. Cosigner may not occupy the premises and shall not be considered a Tenant without Landlord's prior written consent.

7. APPLICATION.

A. Part of agreement. Tenant's completed Rental Application is incorporated into and made part of this Lease; a copy is affixed to all copies of this Lease.

B. Truth a condition. Statements and representations made by Tenant in applying for occupancy of premises at the rental facility induced Landlord to enter into this Agreement, and if any are found to be materially misleading, incorrect or untrue, Landlord shall be entitled to terminate this Lease without a showing that Landlord was actually injured by the misrepresentation(s) or misleading statement(s). Each Tenant listed above expressly warrants that he/she is of legal age to enter into this Lease, such warranty being made to induce Landlord to execute this Lease and lease the premises listed in Paragraph 2.

8. LIABILITY AND NOTICES.

A. Generally. Each Tenant listed above shall be jointly and severally responsible to Landlord for full performance under each and every covenant and condition of this Lease Agreement and for compliance with applicable law by the other occupants and the guests of any Tenant.

B. Notices. Any written notice given by one Tenant to Landlord or by Landlord to one Tenant shall affect and apply, with equal force, to all Tenants, authorized occupants and, if applicable, Cosigner and Subtenant.

9. RENT INCREASES.

A. Frequency and amount. After the initial term of this Lease, Landlord may, from time to time and to the maximum amount permitted by law, increase rent for the demised dwelling unit.

3800 38th Ave #3

Need \$700 for Sec deposit

Monthly pay 750.00

LEASE

(Prince George's County, Maryland)

1. DATE OF, PARTIES TO CONTRACT. This Lease is made and executed this 15th day of Nov, 2003 y and between CYNTHIA-O. FLETCHER as agent for the owners, hereinafter called "Landlord" and TABATHA THOMPkins hereinafter called "Tenant."

2. PREMISES, INITIAL TERM, RENT. Landlord rents to Tenant, for residential purposes only, the premises known as 3800 38th AVENUE *3 COTTAGE CITY MD located in Prince George's County, Maryland for the term of 12 month(s) commencing on the 15 day of NOV, 2003. The rent is payable in equal, consecutive monthly installments of 725.00. Each payment is due without diminution, deduction or demand in full accord with Paragraphs 10 and 11, on or before the close of business, on the FIRST day of each month during the term or any subsequent renewal, at the Office of the Landlord located at PO BOX 43180, WASH DC 20010 or at such other place Landlord shall from time to time designate.

3. DELIVERY DATE, PRO-RATA RENT. This provision applies only if Tenant shall take possession of the premises on other than the first day of the month. Tenant took possession under this Lease on the 15 day of NOV and shall pay the sum of 362 Dollars and 50 Cents (362.50) from that date through 11/20/03 (Pro-rata rental period). Thereafter, rent shall be paid in accordance with Paragraphs 2, 9 and 10.

4. UTILITIES AND EQUIPMENT. During the initial term of this Lease, subject to paragraph 35, the Landlord shall be responsible for providing water utility services to the premises. The Tenant agrees to maintain and to pay for electric service and gas service to the apartment. Failure of Tenant to continuously maintain the electric service and gas service to the property shall constitute a material breach of this Lease and constitute grounds for eviction.

5. AUTHORIZED OCCUPANTS.

A. Enumerated. In addition to Tenant(s) listed in Paragraph 1, the following persons are authorized by Landlord to occupy or be a resident within the leased premises: _____ No other persons may occupy or reside in the premises without first obtaining Landlord's written consent.

B. Limitation on number. To help insure enjoyable and tranquil living conditions at the rental facility, Landlord reserves the right to uniformly and impartially regulate the maximum number of occupants permitted to reside within this size dwelling unit, which policy may be more stringent than minimum overcrowding requirements specified in the Prince George's County Code.

C. Guests. If Tenant desires to have overnight guests in the apartment who are visiting for more than one week, then Tenant agrees to notify Landlord in writing in advance of the occupancy of any guest desiring to extend their stay beyond one week. In any event, no guest may occupy the premises for more than 15 consecutive days without the Landlord's prior written consent, which consent Landlord may withhold in its sole discretion.

6. COSIGNERS. A cosigner for any Tenant shall act solely as surety or guarantor, agreeing to be held liable for any and all unmet financial responsibilities incurred by Tenant in connection with this Lease to include, but not limited to Tenant's obligation to pay rent, late fees, damage due to breach of lease and any other costs to Landlord resulting from Tenant acts or negligence which produce damage to the premises or any part of the rental facility. Cosigner may not occupy the premises and shall not be considered a Tenant without Landlord's prior written consent.

7. APPLICATION.

A. Part of agreement. Tenant's completed Rental Application is incorporated into and made part of this Lease, a copy is affixed to all copies of this Lease.

B. Truth a condition. Statements and representations made by Tenant in applying for occupancy of premises at the rental facility induced Landlord to enter into this Agreement, and if any are found to be materially misleading, incorrect or untrue, Landlord shall be entitled to terminate this Lease without a showing that Landlord was actually injured by the misrepresentation(s) or misleading statement(s). Each Tenant listed above expressly warrants that he/she is of legal age to enter into this Lease, such warranty being made to induce Landlord to execute this Lease and lease the premises listed in Paragraph 2.

8. LIABILITY AND NOTICES.

A. Generally. Each Tenant listed above shall be jointly and severally responsible to Landlord for full performance under each and every covenant and condition of this Lease Agreement and for compliance with applicable law by the other occupants and the guests of any Tenant.

B. Notices. Any written notice given by one Tenant to Landlord or by Landlord to one Tenant shall affect and apply, with equal force, to all Tenants, authorized occupants and, if applicable, Cosigner and Subtenant.

9. RENT INCREASES.

A. Frequency and amount. After the initial term of this Lease, Landlord may, from time to time and to the maximum amount permitted by law, increase rent for the demised dwelling unit.

LEASE

(Prince George's County, Maryland)

1. DATE OF, PARTIES TO CONTRACT. This Lease is made and executed this 23 day of APRIL 2004 and between CYNTHIA O. FLETCHER as agent for the owners, hereinafter called "Landlord" and DONNA GREEN, hereinafter called "Tenant."

2. PREMISES, INITIAL TERM, RENT. Landlord rents to Tenant, for residential purposes only, the premises known as 3800 38th AVE #4, COTTAGE CITY, located in Prince George's County, Maryland for the term of 12 month(s) commencing on the 23 day of APRIL 2004. The rent is payable in equal, consecutive monthly installments of 125. Each payment is due without diminution, deduction or demand in full accord with Paragraphs 10 and 11, on or before the close of business, on the FIRST day of each month during the term or any subsequent renewal, at the Office of the Landlord located at P.O. Box 77261, WASH DC 20013, or at such other place Landlord shall from time to time designate.

3. DELIVERY DATE, PRO-RATA RENT. This provision applies only if Tenant shall take possession of the premises on other than the first day of the month. Tenant took possession under this Lease on the 23 day of APRIL and shall pay the sum of 169.00 Dollars and — Cents () from that date through 4/30/04 (Pro-rata rental period). Thereafter, rent shall be paid in accordance with Paragraphs 2, 9 and 10.

4. UTILITIES AND EQUIPMENT. During the initial term of this Lease, subject to paragraph 35, the Landlord shall be responsible for providing water utility services to the premises. The Tenant agrees to maintain and to pay for electric service and gas service to the apartment. Failure of Tenant to continuously maintain the electric service and gas service to the property shall constitute a material breach of this Lease and constitute grounds for eviction.

5. AUTHORIZED OCCUPANTS.

A. Enumerated. In addition to Tenant(s) listed in Paragraph 1, the following persons are authorized by Landlord to occupy or be a resident within the leased premises: N/A. No other persons may occupy or reside in the premises without first obtaining Landlord's written consent.

B. Limitation on number. To help insure enjoyable and tranquil living conditions at the rental facility, Landlord reserves the right to uniformly and impartially regulate the maximum number of occupants permitted to reside within this size dwelling unit, which policy may be more stringent than minimum overcrowding requirements specified in the Prince George's County Code.

C. Guests. If Tenant desires to have overnight guests in the apartment who are visiting for more than one week, then Tenant agrees to notify Landlord in writing in advance of the occupancy of any guest desiring to extend their stay beyond one week. In any event, no guest may occupy the premises for more than 15 consecutive days without the Landlord's prior written consent, which consent Landlord may withhold in its sole discretion.

6. COSIGNERS. A cosigner for any Tenant shall act solely as surety or guarantor, agreeing to be held liable for any and all unmet financial responsibilities incurred by Tenant in connection with this Lease to include, but not limited to Tenant's obligation to pay rent, late fees, damage due to breach of lease and any other costs to Landlord resulting from Tenant acts or negligence which produce damage to the premises or any part of the rental facility. Cosigner may not occupy the premises and shall not be considered a Tenant without Landlord's prior written consent.

7. APPLICATION.

A. Part of agreement. Tenant's completed Rental Application is incorporated into and made part of this Lease; a copy is affixed to all copies of this Lease.

B. Truth a condition. Statements and representations made by Tenant in applying for occupancy of premises at the rental facility induced Landlord to enter into this Agreement, and if any are found to be materially misleading, incorrect or untrue, Landlord shall be entitled to terminate this Lease without a showing that Landlord was actually injured by the misrepresentation(s) or misleading statement(s). Each Tenant listed above expressly warrants that he/she is of legal age to enter into this Lease, such warranty being made to induce Landlord to execute this Lease and lease the premises listed in Paragraph 2.

8. LIABILITY AND NOTICES.

A. Generally. Each Tenant listed above shall be jointly and severally responsible to Landlord for full performance under each and every covenant and condition of this Lease Agreement and for compliance with applicable law by the other occupants and the guests of any Tenant.

B. Notices. Any written notice given by one Tenant to Landlord or by Landlord to one Tenant shall affect and apply, with equal force, to all Tenants, authorized occupants and, if applicable, Cosigner and Subtenant.

9. RENT INCREASES.

A. Frequency and amount. After the initial term of this Lease, Landlord may, from time to time and to the maximum amount permitted by law, increase rent for the demised dwelling unit.

LEASE

(Prince George's County, Maryland)

1. DATE OF PARTIES TO CONTRACT. This Lease is made and executed this ^{fr} 15th day of JUNE 2004, by and between CYNTHIA S.O. FLETCHER as agent for the owners, hereinafter called "Landlord" and IRENE JACKSON / CHARLES ALSTON hereinafter called "Tenant".

2. PREMISES, INITIAL TERM, RENT. Landlord rents to Tenant, for residential purposes only, the premises known as 3800 38th AVENUE #1, COTTAGE CITY located in Prince George's County, Maryland for the term of 12 month(s) commencing on the 1st day of JULY 2004. The rent is payable in equal, consecutive monthly installments of 150.⁰⁰ Each payment is due without diminution, deduction or demand in full accord with Paragraphs 10 and 11, on or before the close of business, on the FIRST day of each month during the term or any subsequent renewal, at the Office of the Landlord located at PO BOX 77261 WASHINGTON DC 20013 or at such other place Landlord shall from time to time designate.

3. DELIVERY DATE, PRO-RATA RENT. This provision applies only if Tenant shall take possession of the premises on other than the first day of the month. Tenant took possession under this Lease on the 15th day of JUNE and shall pay the sum of 375.⁰⁰ Dollars and _____ Cents () from that date through JUNE 30th (pro-rata rental period). Thereafter, rent shall be paid in accordance with Paragraphs 2, 9 and 10.

4. UTILITIES AND EQUIPMENT. During the initial term of this Lease, subject to paragraph 35, the Landlord shall be responsible for providing water utility services to the premises. The Tenant agrees to maintain and to pay for electric service and gas service to the apartment. Failure of Tenant to continuously maintain the electric service and gas service to the property shall constitute a material breach of this Lease and constitute grounds for eviction.

5. AUTHORIZED OCCUPANTS.

A. Enumerated. In addition to Tenant(s) listed in Paragraph 1, the following persons are authorized by Landlord to occupy or be a resident within the leased premises: TERRELL MARK JACKSON. No other persons may occupy or reside in the premises without first obtaining Landlord's written consent.

B. Limitation on number. To help insure enjoyable and tranquil living conditions at the rental facility, Landlord reserves the right to uniformly and impartially regulate the maximum number of occupants permitted to reside within this size dwelling unit, which policy may be more stringent than minimum overcrowding requirements specified in the Prince George's County Code.

C. Guests. If Tenant desires to have overnight guests in the apartment who are visiting for more than one week, then Tenant agrees to notify Landlord in writing in advance of the occupancy of any guest desiring to extend their stay beyond one week. In any event, no guest may occupy the premises for more than 15 consecutive days without the Landlord's prior written consent, which consent Landlord may withhold in its sole discretion.

6. COSIGNERS. A cosigner for any Tenant shall act solely as surety or guarantor, agreeing to be held liable for any and all unmet financial responsibilities incurred by Tenant in connection with this Lease to include, but not limited to Tenant's obligation to pay rent, late fees, damage due to breach of lease and any other costs to Landlord resulting from Tenant acts or negligence which produce damage to the premises or any part of the rental facility. Cosigner may not occupy the premises and shall not be considered a Tenant without Landlord's prior written consent.

7. APPLICATION.

A. Part of agreement. Tenant's completed Rental Application is incorporated into and made part of this Lease; a copy is affixed to all copies of this Lease.

B. Truth a condition. Statements and representations made by Tenant in applying for occupancy of premises at the rental facility induced Landlord to enter into this Agreement, and if any are found to be materially misleading, incorrect or untrue, Landlord shall be entitled to terminate this Lease without a showing that Landlord was actually injured by the misrepresentation(s) or misleading statement(s). Each Tenant listed above expressly warrants that he/she is of legal age to enter into this Lease, such warranty being made to induce Landlord to execute this Lease and lease the premises listed in Paragraph 2.

8. LIABILITY AND NOTICES.

A. Generally. Each Tenant listed above shall be jointly and severally responsible to Landlord for full performance under each and every covenant and condition of this Lease Agreement and for compliance with applicable law by the other occupants and the guests of any Tenant.

B. Notices. Any written notice given by one Tenant to Landlord or by Landlord to one Tenant shall affect and apply, with equal force, to all Tenants, authorized occupants and, if applicable, Cosigner and Subtenant.

9. RENT INCREASES.

A. Frequency and amount. After the initial term of this Lease, Landlord may, from time to time and to the maximum amount permitted by law, increase rent for the demised dwelling unit.

_____ hereafter be attached to and become part of this lease.

C. Landlord's Maintenance. The Landlord acknowledges its responsibility to maintain the premises in a habitable condition. The Landlord expressly warrants that during the tenancy, it will comply with all applicable provisions of any federal, state, county or municipal statute, code, regulation, or ordinance governing the maintenance, construction, use or

[Enter Post Title Here]

Ms. Rose Arthur

3802 38th Avenue,

Brentwood, Maryland 20722

January 21st 2016

Re. Prince Georges County Planning Board Request for Historical Information, 3800 and 3802 th. Avenue
, Brentwood Maryland 20722

To Whom It May Concern

This letter is to inform you that Mr. Ferdinand and Mrs. Anthonia Obichere representing Obinne Enterprise LLC are the owners of the above buildings since 1997. I have been living in apartment #4 of 3802 38th Avenue from 1973 to present .The buildings have been used as multifamily dwellings since built in 1936 and have never ceased operation as designed for more than 180 consecutive Calendar days.

I hereby certify that the statements I have made above are true and valid to the best of my knowledge.

If I can be of further assistance to the Board, feel free to contact me via my landlord, Ferdinand Obichere at 301-273-5035

Signed, Rose Marie Arthur

Date: 02/08/16

Rose Arthur

Beronica DeLeon

BERONICA DELEON
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires February 24, 2019



14501 Sweitzer Lane • Laurel, Maryland 20707-5901

COMMISSIONERS

Chris Lawson, Vice Chair
Fausto Bayonet
Omar M. Boulware
Howard A. Denis
Mary Hopkins-Navies

GENERAL MANAGER
Carla A. Reid

March 2, 2016

Obinne Enterprise LLC
Attention: Mr. Ferdinand Obichere
Post Office Box 10954
Silver Spring, MD 20914-0954

Re: Account # 0842898
3800 38th Avenue

Dear Mr. Obichere:

Thank you for your inquiry regarding the referenced account's historical information.

This letter confirms that WSSC provides water and sewer service to 3800 38th Avenue in Brentwood, Maryland. Our records indicate that the account was established on April 1, 1949. Water and sewer service has been in use and available to this property since at least April 7, 1995.

WSSC records indicate that there are four individual residential units at the property.

We hope this confirmation is helpful. If you have any questions, please contact an agent weekdays between 7:30 a.m. and 7:00 p.m. at 301-206-4001.

Sincerely,

Stefanie Pelletier
Correspondent
Customer Relations Group

View Map		View GroundRent Redemption				View GroundRent Registration					
Account Identifier:		District - 02 Account Number - 0134601									
Owner Information											
Owner Name:		OBICHERE ANTHONIA E & FERDINAND E				Use:		APARTMENTS NO			
Mailing Address:		12903 AUTUMN DR SILVER SPRING MD 20904-3303				Principal Residence:					
						Deed Reference:		/11413/ 00003			
Location & Structure Information											
Premises Address:		3800 38TH AVE BRENTWOOD 20722-0000				Legal Description:					
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	A-Plat Ref:	
0050	00A4	0000		2480		3	42	2015		A-0219	
Special Tax Areas:		Town:				COTTAGE CITY					
		Ad Valorem:									
		Tax Class:				8					
Primary Structure Built	Above Grade Enclosed Area	Finished Basement Area		Property Land Area		County Use					
1936	2720			7,263 SF		004					
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation					
		MULTIPLE RESIDENCE									
Value Information											
		Base Value	Value		Phase-in Assessments						
			As of 01/01/2015		As of 07/01/2016		As of 07/01/2017				
Land:		72,600	72,600								
Improvements		133,100	136,300								
Total:		205,700	208,900		207,833		208,900				
Preferential Land:		0					0				
Transfer Information											
Seller:		KANE,AL P & MARGARET E ETAL				Date:		05/06/1997			
Type:		ARMS LENGTH IMPROVED				Deed1:		/11413/ 00003			
Price:						Price:		\$155,000			
Deed2:						Deed2:					
Seller:						Date:					
Type:						Deed1:					
Price:						Price:					
Deed2:						Deed2:					
Exemption Information											
Partial Exempt Assessments:		Class			07/01/2016		07/01/2017				
County:		000			0.00		0.00				
State:		000			0.00		0.00				
Municipal:		000			0.00 0.00		0.00 0.00				
Tax Exempt:						Special Tax Recapture:					
Exempt Class:						NONE					
Homestead Application Information											
Homestead Application Status: No Application											



September 30, 1998

Frank Emmett Real Estate
8609 Second Ave., Ste. 502
Silver Spring, MD 20910

Re: 3800 38th Avenue #2, Cottage City, MD

The results of our recent dust wipe inspection at the above noted property indicate that this dwelling is entitled to a certificate of compliance with the risk reduction standard. Enclosed please find the MDE certificate indicating that the dust wipe inspection passed.

A copy of this report has been sent to MDE. The enclosed copies are for your permanent records.

Sincerely yours,

ALBAN HOME INSPECTION SERVICE, INC.

A handwritten signature in blue ink that reads "Arthur S. Lazerow".

Arthur S. Lazerow
President

RECEIVED
OCT 05 1998
FRANK EMMET
REAL ESTATE INC.

MARYLAND DEPARTMENT OF THE ENVIRONMENT **LEAD PAINT RISK REDUCTION**
INSPECTION CERTIFICATE NO. 097073

NOTE: This inspection certificate is not valid unless it contains the Owner #

MDE OWNER # 142762 MDE PROPERTY # #2 UNIT # OWNER NAME Fred Obchirny
 Property Address 3800 38th Avenue, Cottage City, Maryland, Montgomery City State Zip
 (County)

The inspector must inspection category # 1, 2, 3 or 4. ONE and ONLY one. Also each appropriate option or method(s) chosen or used. The following attachments are required: Dust test, Form C; Visual inspection, Form B; Lead Free, Form E. Provisional or limited certificates are issued pursuant to a waiver for exterior work for a specific time frame and will be invalid after the expiration date unless a Form D is completed and returned to the Department within 10 days of that expiration date. Any re-inspections require a Form D be submitted to MDE. The original Inspection Certificate No. should be referenced on all Forms submitted.

Inspection Category	Options or Methods			
	Option A: One Time Only If Limited Re-certification Required by	Interior AND Exterior Method B	Exterior Waiver Method C	Expiration Date Applied only if Provisional
() 1. Lead Free	[] or Option B: Limited [] _____ / _____	[] or [] or [] and []	[] or [] or [] or []	_____ / _____ _____ / _____ _____ / _____
() 2. Full Risk Reduction	[]	[]	[]	_____ / _____
() 3. Modified Risk Reduction	[]	[]	[]	_____ / _____
() 4. Lead Safe	[]	[]	[]	_____ / _____

PASS Based on the findings of the attached inspection report(s) I certify that the property/unit meets the certification criteria at this time.
 (Circle either property or unit as appropriate.)

FAIL Based on the findings of the attached inspection report(s), the property/unit fails to meet certification criteria at this time.

I certify that I inspected the above listed property/unit on 9/15/98 at 11:30 a.m./p.m. under Title 6, Subtitle 8 of the Environment Article, Annotated Code of Maryland.

Inspector's Signature [Signature] Accreditation No. 1333 Inspection Company Alpha Home Inspection Service, Inc. Accreditation No. 2829
 MDE 530 (Rev. 5-96)

CONSOLIDATED TAX BILL FOR TAX YEAR JUL 1, 2013 TO JUN 30, 2014

PAYMENT DUE UPON RECEIPT. NO PARTIAL PAYMENTS ACCEPTED. FAILURE TO RECEIVE TAX BILL DOES NOT EXCUSE PAYMENT OF TAXES, INTEREST OR PENALTY.

IT IS THE TAXPAYER'S RESPONSIBILITY TO FORWARD THE TAX BILL TO THE LENDING INSTITUTION FOR PAYMENT

ACCOUNT NUMBER

0134601

07/01/2013

COUNTY RATE EXCEEDS CONSTANT YIELD RATE OF \$.8265 BY \$.0195
THIS IS A COPY OF THE BILL SENT TO YOUR MORTGAGE COMPANY FOR PAYMENT

Property Description	REAL PROPERTY Owner's Name And Property Location Obichere Anthonia E & Ferdinand E 3800 38th Ave Brentwood MD 20722	Assessed Value Liber 11413 Folio 003 Section Map 050 Block 3 Grid A4 Lot 42 Parcel
Subdivision COTTAGE CITY	Mortgage Co CHASE HOME FINANCE LLC	Area 7263.00 SQ FT
TAXES AND FEES		Rates Amounts
Prince George's County		.8460 1,740.22
State Of Maryland		.1120 230.38
Park & Planning		.2790 573.90
Stormwater/Flood Control		.0540 111.08
Washington Suburban Transit Commission		.0260 53.48
Town Of Cottage City		.6500 1,337.05
Solid Waste Service Charge		137.68
Clean Water Act Fee		41.48



GRAND TOTAL \$4,225.27

RETURN BOTTOM PORTION WITH YOUR PAYMENT



0134601 M REAL PROPERTY MAKE CHECKS PAYABLE TO PRINCE GEORGE'S COUNTY, MD
COUNTY AND TOWN OF COTTAGE CITY TAX ADVICE FY2014 002

PAYMENT DUE SEP 30

SEMIANNUAL PAYMENT *NOT QUALIFIED*	ANNUAL PAYMENT \$4,225.27	AMOUNT PAID
---------------------------------------	------------------------------	-------------

20140020134601000004225272000004225272

LATE PAYMENT AMOUNT

OBICHERE ANTHONIA E & FERDINAND E /TA	SEMIANNUAL	ANNUAL
12903 AUTUMN DR	OCT 31 *****	\$4,294.16
SILVER SPRING MD 20904-3303	NOV 30 *****	\$4,363.04
	DEC 31 *****	\$4,431.93



3391 07/01/2013

PAYMENT MUST ARRIVE IN THIS OFFICE BY THE DUE DATE TO AVOID ADDITIONAL INTEREST & PENALTIES



APPLICATION FOR NONRESIDENTIAL ELECTRIC SERVICE

370

Potomac Electric Power Company

Application is made to Potomac Electric Power Company (PEPCO) for the supply of electric service. Upon acceptance of this application, by PEPCO, the applicant agrees to pay for electric service provided subject to the Rate Schedule(s) and General Terms and Conditions and Electric Service Rules and Regulations effective during the period of service.

PEPCO's General Terms and Conditions provides that a security deposit may be required of a new nonresidential customer. Deposit amount will be based on either two-twelfths of the annual estimated or actual charge or the two highest consecutive monthly billings in the last twelve months, whichever is greater.

The Rate Schedule(s) and General Terms and Conditions for Furnishing Electric Service may be examined at our main office at 1900 Pennsylvania Avenue, N.W., Washington D.C. 20068. For other locations please call (202) 833-7500 (copies are available on request).

It is the responsibility of the customer to: (1) provide information sufficient for PEPCO to determine the appropriate rate schedule; (2) provide PEPCO access to the premises for the purpose of reading meters or examining, repairing or removing any of the Company's property; (3) notify PEPCO at least three days in advance of the date you will no longer be responsible for electric service (responsibility and billing will continue until we are notified).

Customer Credit Department
1900 Pennsylvania Avenue, N.W.
Washington, DC 20068-0001
(202) 833-7500
FEDERAL ID NO. 53-0127880

Table with columns: ACCOUNT NUMBER, RG. Values: 3201, 2790, 27, 06

SERVICE ADDRESS: 3800 38TH AV BRENTWOOD MD 20722-1818

EFFECTIVE DATE OF RESPONSIBILITY FOR SERVICE: APR 30 1997

APPLICATION DATE: MAY 08 1997

ACCOUNT TO BE IN THE NAME OF (if name or address is not correct, please indicate changes in boxes 1-5 below):

FERDINAND & ANTHONIA
OBICHERE
8609 2ND AV #502
SILVER SPRG MD 20910-3370

RECEIVED
MAY 13 1997
FRANK EMMET
REAL ESTATE INC.

Form with 14 numbered sections for account information, business details, and signatures. Includes handwritten entries for names, addresses, and dates.

Vertical handwritten note: 2001-589-6000

* IMPORTANT NOTE: The signature must be that of the Applicant as indicated under section seven (7) or a properly authorized agent as stated under section eight (8). If the Applicant is a corporation, the title of the officer or agent signing the application must be stated on the space provided. If the Applicant is not the owner of the premises, the Company may require the Applicant to furnish satisfactory evidence that he has authority to occupy and/or use the premises.

Standard

BURNER SERVICE AGREEMENT



RECEIVED
DEC 31 1998
FRANK EMMET
REAL ESTATE INC.

3800 3841 Ave
paid Jan 11/99

THIS AGREEMENT PROVIDES FOUR SPECIFIC SERVICES:

1 INSTRUMENTED COMBUSTION TEST.

Technically accurate instruments are used to determine if the oil burner is functioning with the maximum combustion efficiency and within existing pollution-control standards.

2 ANNUAL TUNE-UP AND CONDITIONING.

Heating controls, electrodes, nozzles, pressures and drafts are tested by our technicians and adjustments are made as necessary to bring the oil burner to efficient operating conditions; vacuum cleaning of the unit is done at the time of the tune-up.

3 RADIO DISPATCHED BURNER SERVICE.

Our staff of experienced mechanics use radio equipped, well stocked trucks for oil burner service. Between October 1 and March 31, burner service is available 7:30 AM to 11:00 PM seven (7) days a week. Non-emergency calls will be scheduled for regular work hours, 7:30 AM to 4:00 PM Monday through Friday. Between April 1 and September 30, burner service is available from 7:30 AM to 4:00 PM Monday through Friday.

4 REPAIR AND REPLACEMENT OF PARTS.

Our Standard Service Agreement covers all labor and materials for the replacement of existing parts specifically listed below which may prove defective due to normal wear in heating service only.

Oil Burner Motor
Cad Cell & Holder
Air Tube & Firing Head
Oil Burner Pump
Oil Burner Transformer
Ignitor
Circulator Coupling
Aquastats (Plain and Multi-Function)
Electric Oil Valve

Thermostats (Plain heating type only)
Oil Pump Strainers
Oil Burner Fan
Oil Burner Electrodes and Leads
Fan Belts
Limit Controls
Oil Burner Shaft Coupling

Oil Filter Cartridge
Oil Burner Nozzle
275 Gallon Storage Tank (1) Above Ground (\$100.00 Allowance)
Emergency Switch
Safety Relay (Includes H/C Primary)

Any parts not listed above will be replaced on a Time and Materials basis. If for any reason, in the opinion of our service department, the oil burner reaches the end of its service life during the term of this agreement, complete replacement of the burner is not covered under this agreement.

See Reverse Side for Important Details and Conditions.

(Keep this agreement for your records.)

35604 034

Clerk of the Circuit Court

2014 FEB -11 AM 8:46

PP-REG CO MD #82

IMP FD SURE \$	40.00	
RECORDING FEE	10.00	
TOTAL	50.00	
Real PDB#	Reg# 4 59645	
MMB	MMF	BLK # 412
Feb 04, 2014		08:46 am

CERTIFICATE OF SATISFACTION

Pursuant to Md. Code Ann. Real Prop. § 4-203

KNOW ALL MEN BY THESE PRESENTS: that MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. does hereby acknowledge that the indebtedness secured by a certain deed of trust/mortgage made by ANTHONIA E OBICHERE dated March 14, 2006 and recorded on March 21, 2006 among the land records of PRINCE GEORGES City/County, Maryland, in Volume/Book 24641, at Page 216, and/or Document has been fully paid and discharged, that MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. was at the time of satisfaction, the holder of the deed of trust note/mortgage note, and that the lien of the deed of trust/mortgage is hereby released.

Property Address: 3800 38TH AVENUE, BRENTWOOD, MD 20722

Tax ID No.:

IN WITNESS WHEREOF, the holder of said deed of trust note/mortgage note has caused this instrument to be executed on its behalf by its agent on this 13-JAN-14.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Attest:

AMY KIGHT
Vice President

Attest:

VICKI STRICKLAND
Assistant Secretary



STATE OF LOUISIANA
PARISH OF OUACHITA

On 13-JAN-14, before me appeared AMY KIGHT and VICKI STRICKLAND, to me personally known, who did say that they are the Vice President and Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that they acknowledged the instrument to be the free act and deed of the corporation (or association).

CAROLYN B MAHONEY - 41493, Notary Public - LIFETIME COMMISSION



Prepared by:
Lien Release
JPMorgan Chase Bank, N.A.
700 Kansas Lane
Mail Code LA4-3120
Monroe, LA 71203
Telephone Nbr: 1-866-756-8747

Loan Number: 1023651816
Outbound Date: 01/03/14
MIN: 100212504000261902
MERS Phone, if applicable: 1-888-679-6377

Record and Return to:
ANTHONIA E OBICHERE
12903 AUTUMN DRIVE
SILVER SPRING, MD 20904-0000