

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



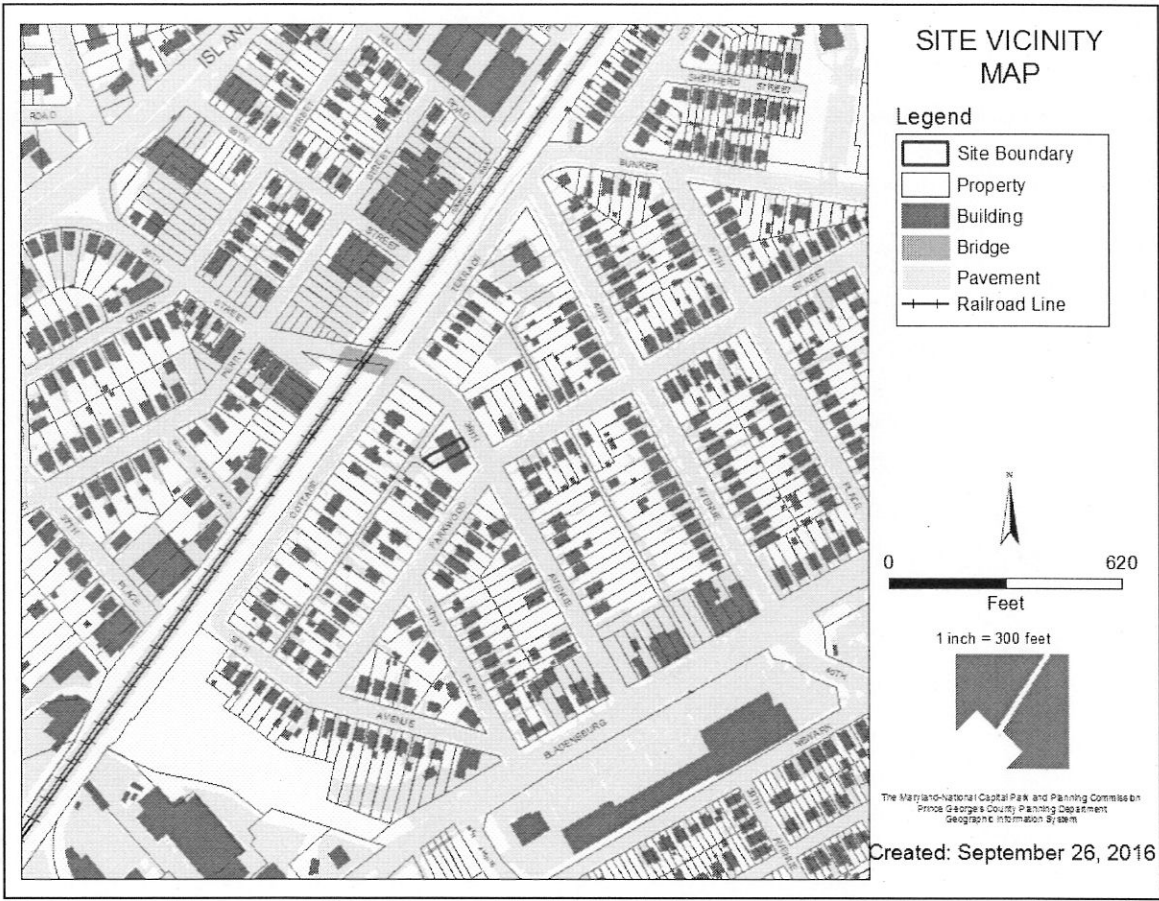
Note: Staff reports can be accessed at www.mncppc.org/pgco/planning/plan.htm.

Certification of Nonconforming Use CNU-35221-2016

Application	General Data	
Project Name: Obinne Enterprise, LLC 3802 38 th Avenue, Brentwood Location: 3802 38th Avenue, Brentwood Southwest of 38 th Avenue and approximately 800 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:	0.088 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 an existing four-unit apartment building that was constructed in 1936.	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-35221-2016**

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.

A. **Location and Field Inspection:**

The subject property, 3802 38th Avenue, is located on the southwest side of 38th Avenue where it intersects Parkwood Street, approximately 800 feet west of Bladensburg Road. The site is developed with a two story, four-unit apartment building with a basement on a 3,815-square-foot lot. The subject building adjoins two other apartment buildings to the east and 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 access to public transportation is available on 38th Avenue.

B. **Development Data Summary:**

	EXISTING	APPROVED
Zone	R-18	Unchanged
Acreage	0.088	Unchanged
Use(s)	Multifamily dwellings	Unchanged
Total Units	4	Unchanged
Site Density	45.5 dwelling units/acre	Unchanged
Lot Coverage	2.7%	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 on November 29, 1949. The development standards at that time permitted the allowable density based on 625-square-foot lot area per dwelling unit for a four-unit apartment building. 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 thus permitting only two (2) dwelling units.

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 approval is required.

F. **Surrounding Uses:** The site is primarily surrounded by single-family residential development in the R-55 Zone except the two contiguous multifamily apartment buildings attached to the subject apartment compound and another multifamily apartment building to the south (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—According to applicant's documentation, the multifamily building, 3802 38th Avenue, was constructed in 1936. When the applicant applied for a use and occupancy permit it was determined that a certification of nonconforming use is required because the multifamily apartment building exceeds the current maximum density. 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 and May 2005–May 2007.
2. Prince George's County Rental Housing applications dated May 1997–May 1999 and March 2001–May 2003.
3. Affidavit of Ms. Rose Arthur indicating she has lived at the property beginning in 1973 to the present and affirming that 3802 38th Avenue operates as multifamily property.
4. Lease Agreement for unit #4 dated April 2006 and April 2009, and unit #2 dated July 2009 and March 2010.

5. A letter dated June 1, 1998, from Mr. Martin Tonder, Property Manager to Mr. Obichere, owner, indicating improvements necessary to rent 3802 38th Avenue, Apt. #3.
6. A letter dated October 18, 2016, from the Washington Suburban Sanitary Commission (WSSC) stating that the address has had an active WSSC service since October 1, 1942 and that the water and sewer services have been in use and available to this property since at least April 7, 1995.
7. Washington Suburban Sanitary Commission water and sewer bills and payment documents dated May 2000–June 2000.
8. A Maryland Department of Assessments and Taxation record indicating the structure was built in 1936.
9. Alban Home Inspection Service dated August 6, 1998.
10. Maryland Department of the Environment Lead Inspection Service dated July 31, 2001.
11. PEPCO service application dated May 8, 1997 and PEPCO deposit receipt dated June 13, 1997.
12. Workmanship and Materials warranty by JA Skillman Company dated May 18, 1993.
13. 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 the standards in place in 1936 and thus, the multifamily use of the property was legally established. Also, the multifamily rental property has been in continuous operation since the nonconforming use began on 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. The allowable density on the subject site prior to the change was four (4) units on a total a 0.088 acre. After that date, a maximum of two units are allowed on a site at 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 subject multifamily apartment building was constructed in accordance with the requirements of the Zoning Ordinance in effect prior to 1949 and thus the use was legally established at that time. There is also no evidence to suggest a lapse of continuous use of the multifamily residential property since the building became nonconforming on January 1, 1964. Therefore, it is recommended that Certification of Nonconforming Use Application No. CNU-35221-2016 be APPROVED as a certified nonconforming use.

ITEM:

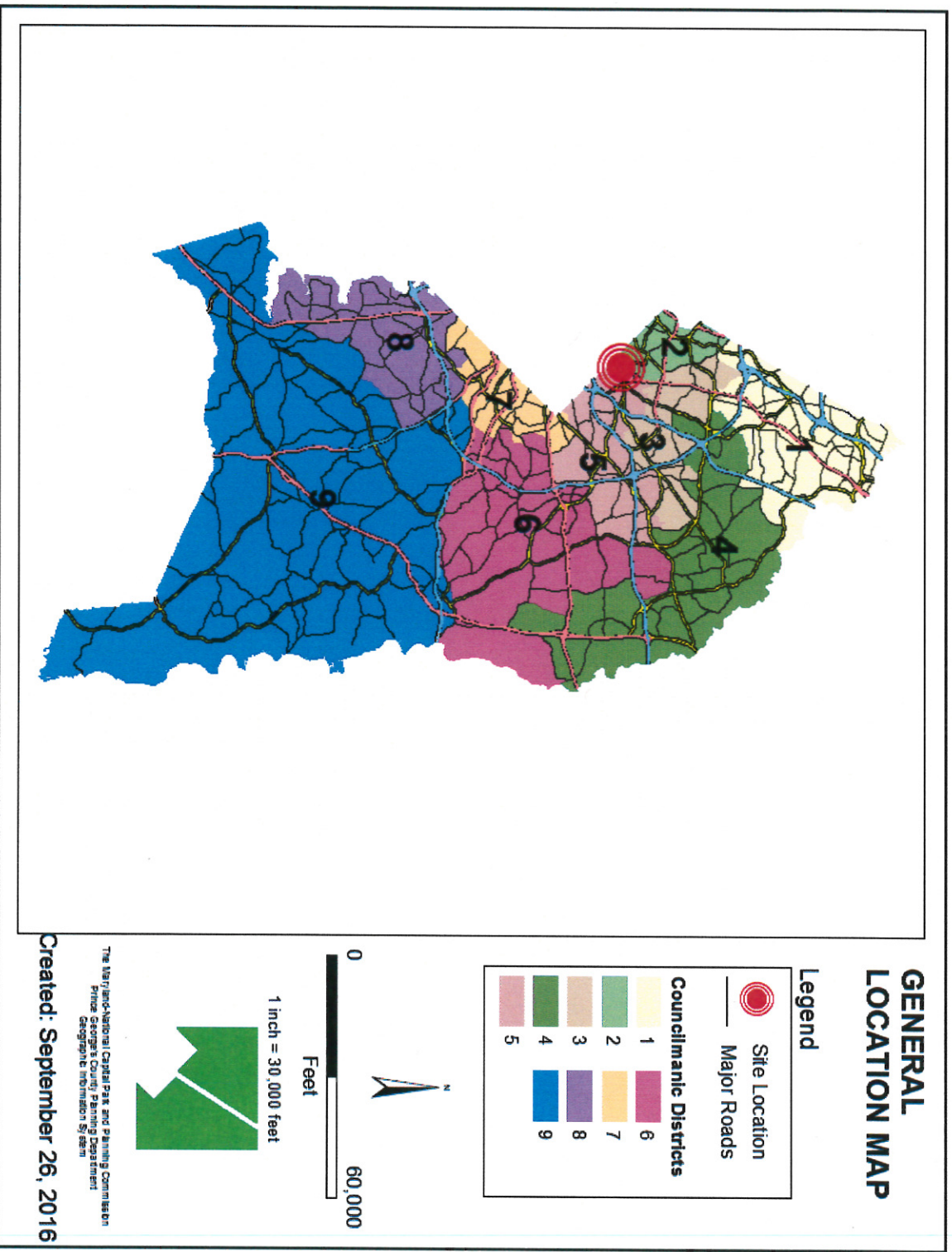
CASE: CNU-35221-2016

**OBINNE ENTERPRISE, LLC
3802 38TH AVENUE**

THE PRINCE GEORGE'S COUNTY PLANNING DEPARTMENT

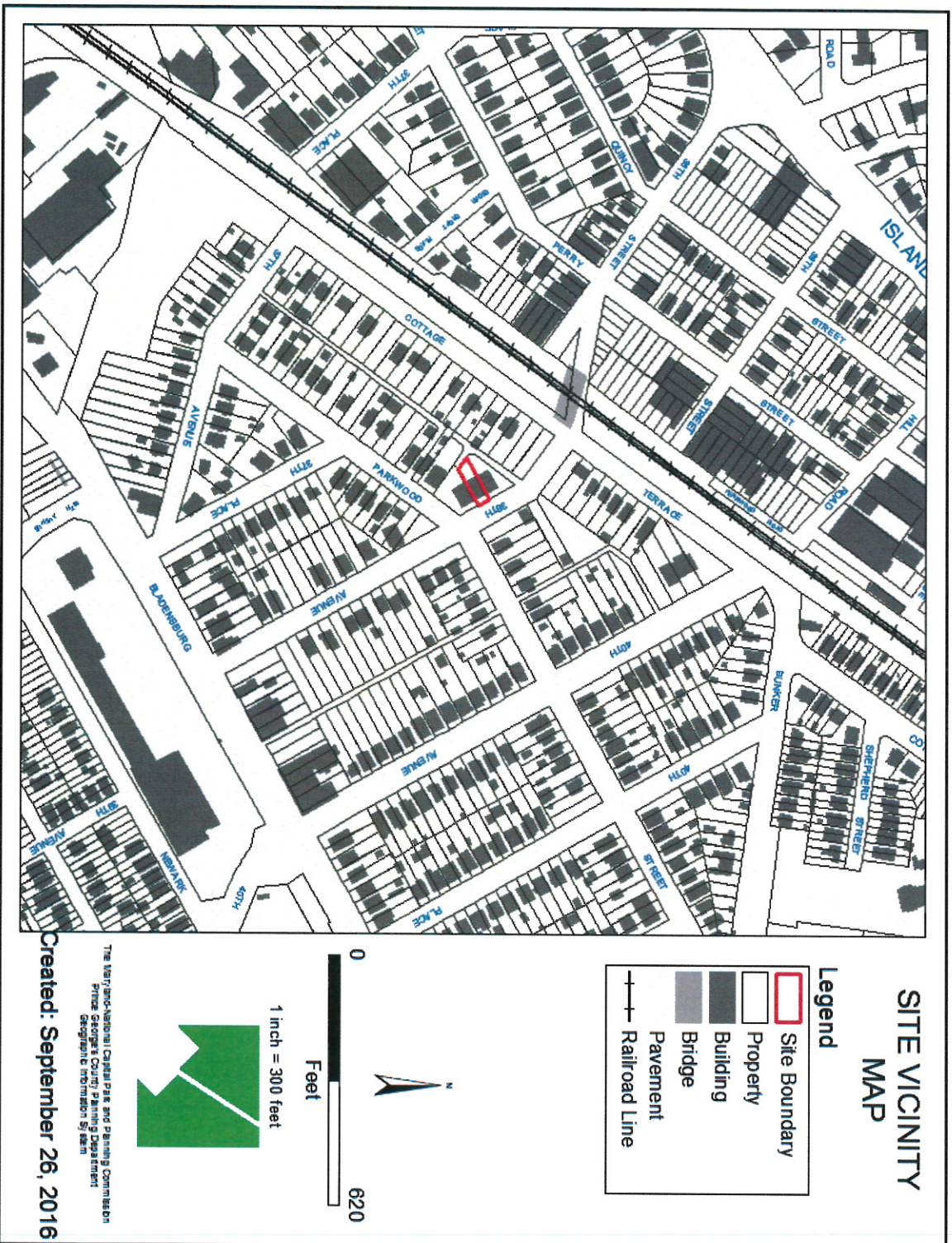


GENERAL LOCATION MAP



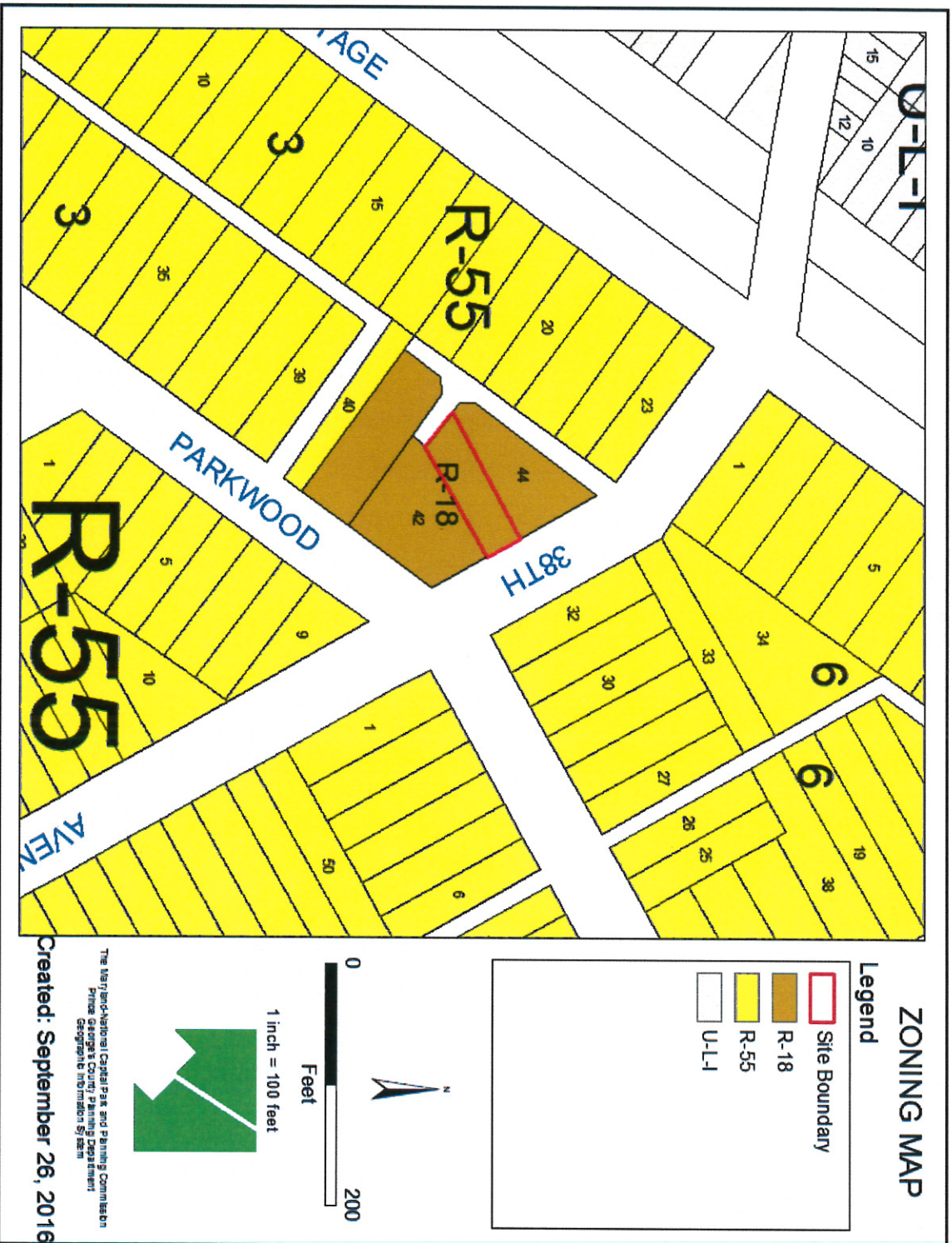
SITE VICINITY

Case # CNU-35221-2016



ZONING MAP

Case # CNU-35221-2016



OVERLAY MAP

Case # CNU-35221-2016

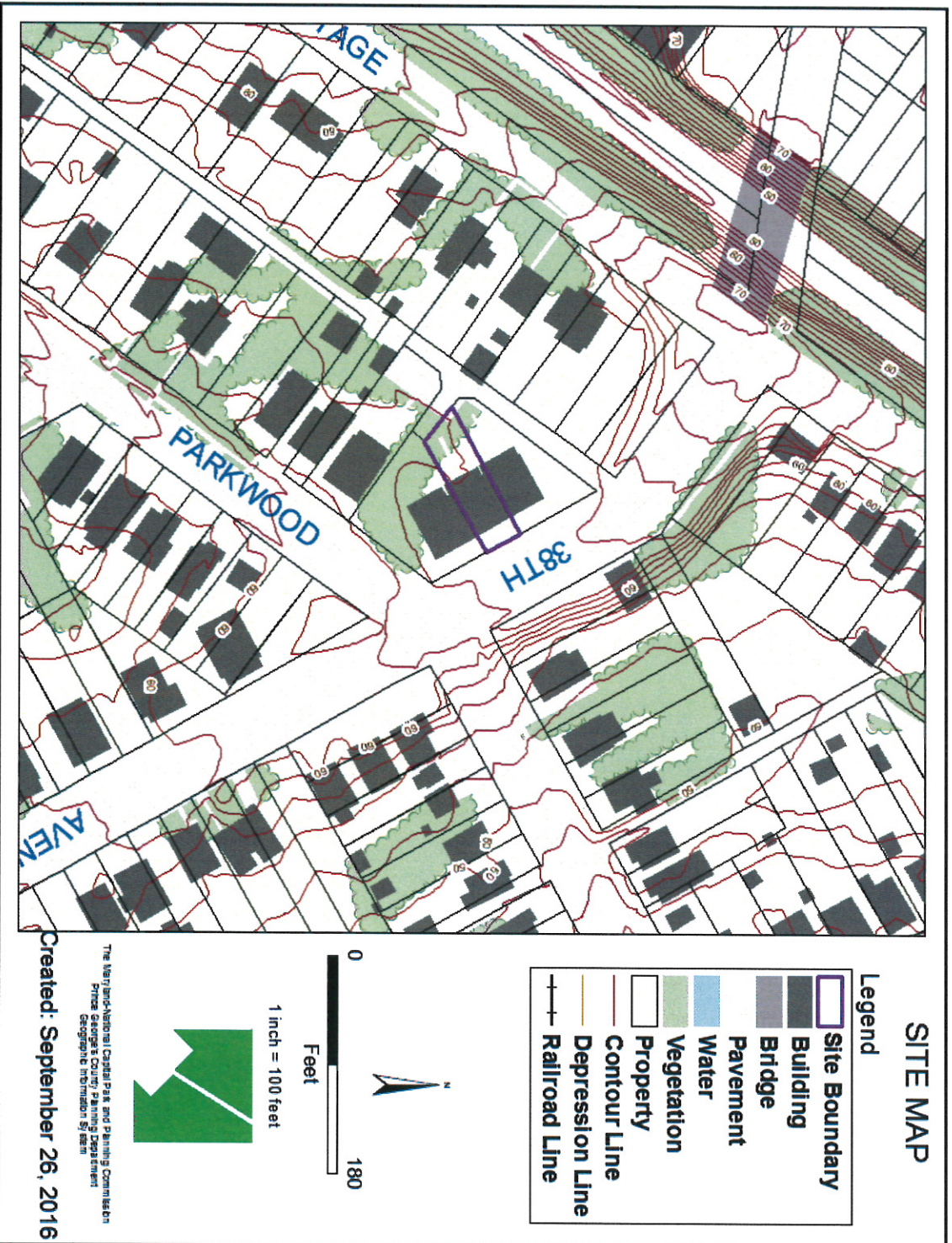


AERIAL MAP

Case # CNU-35221-2016



SITE MAP



MASTER PLAN RIGHT-OF-WAY MAP



FRONT AND REAR VIEW OF PROPERTY



VIEWS ALONG 38TH AVENUE



January 10, 2017

MEMORANDUM

TO: Ivy Thompson, Zoning

FROM: Mary Hampton, Permits

SUBJECT: Referral Comments for CNU 35221-2016, 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.



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

14741 Governor Oden Bowie Drive, Upper Marlboro Md. 20772

Permit Reviewer: Mary Hampton 35221-2016-U
Telephone Number: 301-952-5411 July 15, 2016
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 a 4 unit apartment building in the R-18 Zone which 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. Per documents in Zoning Map Amendment #142 the property was proposed at that time for a 4 unit apartment building. All of the units are one bedroom. Based on a lot size of 0.088 acres the site provides a density of 45.45 dwelling units per acre 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 property became nonconforming on November 29, 1949, when it was rezoned from the Residential C Zone with a minimum lot area per unit of 625 s.f. lot area per dwelling unit (which allowed the 4 units) to the R-18 Zone which required a minimum of 1,800 s.f. lot area per dwelling unit, thus only allowing 2 dwelling units. 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

STATEMENT OF JUSTIFICATION FOR THE CERTIFICATION OF 3802 38TH AVENUE APARTMENTS AS A NONCONFORMING CNU 35221-16-0

I: INTRODUCTION

This request is for the certification of a nonconforming 4 unit apartment building which is located at 3802 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- | 3802 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 apartment at 3802 38th Avenue were built in 1936 with four one-bedroom rental units. It is adjoining two other apartments which addresses are 3800 and 3804 38th 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 35221-2016-0 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) Potomac Electric company deposit receipt from Ferdinand and Anthonia Obichere dated May 5, 1997
- (2) WSSC letter for 3802 38th Avenue dated Oct 18, 2016
- (3) Sworn affidavit by MS. Rose Arthur who has been living there from 1973 till present
- (4) Purchase document from seller and owner Kane, AL P & Margaret E Etal for 3802 38th Avenue dated may 5, 1997
- (5) Prince George's inspection and certification fee for 3802 38th Avenue dated May 2000
- (6) Workmanship and Materials warranty by J.A. Skillman Company for 3802 38th Avenue dated May 18 1993
- (7) A letter from Martin Tonder for 3802 38th Avenue dated June 11, 1998
- (8) Alban Home Inspection Service for apartment #3 dated august 1 1998
- (9) Letter from Prince George's Government for Renewal licences for 3802 38th Avenue dated Feb 1, 1991
- (10) WSSC bill dated May 1 2000
- (11) WSSC bill dated June 2000
- (12) Lead certificate for 3802 38th Avenue dated May 2001
- (13) Tax bill dated July 1, 2013

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 3802 38th Avenue, be certified as nonconforming.

Respectfully submitted by,

Ferdinand Obichere (owner) FOR OBIWHE Ent LLC


12903 Autumn Drive

Silver Spring MD 20904

Prince George's County, Maryland
DEPARTMENT OF ENVIRONMENTAL RESOURCES
COMMUNITY STANDARDS DIVISION
1220 Caraway Court, Suite 1050
Largo, Maryland 20774

License No. 7319 Expiration Date May 16, 1999


Multifamily Rental License

This Is To Certify that a license has this day been granted to:

Anthonia & Ferdinand Obichere 3802 38th AVENUE
12904 Autumn Drive
Silver Spring, Maryland 20904 (Project I.D. No. M-1241)
to conduct and operate a multifamily 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 includes changes of managing agents, resident managers, business addresses and/or phone number.

Date Issued May 16, 1997

Dwelling Units 4



DIRECTOR, DEPARTMENT OF ENVIRONMENTAL RESOURCES
FOR PRINCE GEORGE'S COUNTY, MARYLAND

This License shall be conspicuously posted on the premises, wherever feasible, or produced on demand of any tenant, prospective tenant or inspector of this Department.

This license is not transferable and TERMINATES UPON CHANGE OF OWNERSHIP.

Prince George's County Government

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

RENTAL HOUSING LICENSE

OWNER:

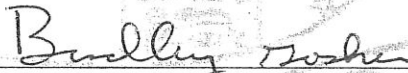
FERDINAND E. OBICHERE
12904 AUTUMN DRIVE
SILVER SPRING, MD 20904

PROPERTY:

3802 38TH AVENUE
COTTAGE CITY, MD 20722

Type of Units:	Multifamily Dwelling
Number of Units:	4
Fee Paid:	\$200.00
License Number:	M-1241
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

notarized copy

[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

Security Deposit
in May \$750.00

APARTMENT LEASE AGREEMENT

This Lease Agreement ("Lease") is entered by and between Obinne Enterprise ("Landlord") and Rose Arthur on 4/1 / 2009. Landlord and Tenant may collectively be referred to as the "Parties." This Lease creates joint and several liability in the case of multiple Tenants.

WITNESSETH:

That in consideration of the mutual agreements herein contained, Landlord and Tenant hereby agree and covenant to and with each other as follows:

1. Leased Premises; Term of Lease; etc.

1.1 Leased Premises. Landlord leases to Tenant, and Tenant rents from Landlord, the premises located at: 3802 38th Avenue # 4 Hyattsville, MD 20722 (the "Premises") to Tenant.

1.2 Original Term. This Lease shall commence on 5/1/2009 [start date] and, unless sooner terminated pursuant to law or pursuant to any of the terms hereof, shall expire on 5/1/2010 [the "Lease Term"].

1.3 Renewal Term. Tenant shall have the right, exercisable as hereinafter provided, to extend the term of this Lease for one successive period of one year (the "Renewal Term") upon the same covenants, terms and conditions as those provided in the Lease for the Lease Term. If Tenant ^{desires not} preserve the right to extend the Lease Term for a Renewal Term, Tenant shall give Landlord a notice no later than 30 days before the end of the Lease Term.

1.4 Use of Premises. Tenant shall use the Premises as a residence only, and for no other purpose. The Premises shall not be used to carry on any type of business or trade, unless Tenant has received the prior written consent of the Landlord. Tenant will comply with all laws, rules, ordinances, statutes and orders regarding the use of the Premises.

1.5 Inspection of Premises. Tenant or Tenant's agent has inspected the Premises, the fixtures, the grounds, building and improvements and acknowledges that the Premises are in good and acceptable condition and are habitable. If, in Tenant's opinion, the condition of the Premises has changed at any time during the Lease Term, Tenant shall promptly provide reasonable notice to Landlord.

1.6 Occupants of Premises. Tenant agrees that no more than 1 person(s) may reside on the Premises, unless Tenant has received the prior written consent of the Landlord.

2. Rent Payments; Late Fees.

2.1 Rent. Tenant shall pay to Landlord during the Lease Term as rent for the Premises the amount of \$795.00 ("Rent") each month in advance on the first day of each

Lease

add 1/2 Security Dep 375
375
750

LEASE

(Prince George's County, Maryland)

20th April, 2006, RA

1. DATE OF, PARTIES TO CONTRACT. This Lease is made and executed this 1st day of March, by and between Uchechi C. Obichere, as agent for the owners, hereinafter called "Landlord" and Rose Arthur, hereinafter called "Tenant".

2. PREMISES, INITIAL TERM, RENT. Landlord rents to Tenant, for residential purposes only, the premises known as 3802 38th Ave #4, MD, 20722, PA located in Prince George's County, Maryland for the term of 12 month(s) commencing on the 1st day of March 2006. The rent is payable in equal, consecutive monthly installments of 750.⁰⁰ 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 MD 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: Tenant has no memory of completing a rental application and can not agree to paragraph 7.

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

APARTMENT LEASE AGREEMENT

This Lease Agreement ("Lease") is entered by and between Obinne Enterprise ("Landlord") and **Rosalina Saldivar-Alba and Carmelo Alba** on 2/28/2010. Landlord and Tenant may collectively be referred to as the "Parties." This Lease creates joint and several liability in the case of multiple Tenants.

WITNESSETH:

That in consideration of the mutual agreements herein contained, Landlord and Tenant hereby agree and covenant to and with each other as follows:

1. Leased Premises; Term of Lease; etc.

1.1 Leased Premises. Landlord leases to Tenant, and Tenant rents from Landlord, the premises located at: 3802 38th Avenue # 2 Hyattsville, MD 20722 (the "Premises") to Tenant.

1.2 Original Term. This Lease shall commence on 3/01/2010 [start date] and, unless sooner terminated pursuant to law or pursuant to any of the terms hereof, shall end on

8/1/2011 *NY/WR*

1.3 Renewal Term. Tenant shall have the right, exercisable as hereinafter provided, to extend the term of this Lease for one successive period of one year (the "Renewal Term") upon the same covenants, terms and conditions as those provided in the Lease for the Lease Term. If Tenant desires to preserve the right to extend the Lease Term for a Renewal Term, Tenant shall give Landlord a notice no later than 30 days before the end of the Lease Term.

1.4 Use of Premises. Tenant shall use the Premises as a residence only, and for no other purpose. The Premises shall not be used to carry on any type of business or trade, unless Tenant has received the prior written consent of the Landlord. Tenant will comply with all laws, rules, ordinances, statutes and orders regarding the use of the Premises.

1.5 Inspection of Premises. Tenant or Tenant's agent has inspected the Premises, the fixtures, the grounds, building and improvements and acknowledges that the Premises are in good and acceptable condition and are habitable. If, in Tenant's opinion, the condition of the Premises has changed at any time during the Lease Term, Tenant shall promptly provide reasonable notice to Landlord.

1.6 Occupants of Premises. Tenant agrees that no more than 2 person(s) may reside on the Premises, unless Tenant has received the prior written consent of the Landlord.

2. Rent Payments; Late Fees.

2.1 Rent. Tenant shall pay to Landlord during the Lease Term as rent for the Premises the amount of \$850.00 ("Rent") each month in advance on the first day of each month. If the

APARTMENT LEASE AGREEMENT

This Lease Agreement ("Lease") is entered by and between **Obinne Enterprise** ("Landlord") and **Milton Renderos** on **7 / 1 / 2009**. Landlord and Tenant may collectively be referred to as the "Parties." This Lease creates joint and several liability in the case of multiple Tenants.

WITNESSETH:

That in consideration of the mutual agreements herein contained, Landlord and Tenant hereby agree and covenant to and with each other as follows:

1. Leased Premises; Term of Lease; etc.

1.1 Leased Premises. Landlord leases to Tenant, and Tenant rents from Landlord, the premises located at: **3802 38th Avenue #2 Hyattsville, MD 20722** (the "Premises") to Tenant.

1.2 Original Term. This Lease shall commence on a month to month basis and, unless sooner terminated pursuant to law or pursuant to any of the terms hereof, shall expire upon submission of 30-day vacate request by lessor or tenant.

1.3 Renewal Term. Tenant shall have the right, exercisable as hereinafter provided, to extend the term of this Lease for one successive period of one year (the "Renewal Term") upon the same covenants, terms and conditions as those provided in the Lease for the Lease Term. If Tenant desires to preserve the right to extend the Lease Term for a Renewal Term, Tenant shall give Landlord a notice no later than 30 days before the end of the Lease Term.

1.4 Use of Premises. Tenant shall use the Premises as a residence only, and for no other purpose. The Premises shall not be used to carry on any type of business or trade, unless Tenant has received the prior written consent of the Landlord. Tenant will comply with all laws, rules, ordinances, statutes and orders regarding the use of the Premises.

1.5 Inspection of Premises. Tenant or Tenant's agent has inspected the Premises, the fixtures, the grounds, building and improvements and acknowledges that the Premises are in good and acceptable condition and are habitable. If, in Tenant's opinion, the condition of the Premises has changed at any time during the Lease Term, Tenant shall promptly provide reasonable notice to Landlord.

1.6 Occupants of Premises. Tenant agrees that no more than 4 person(s) may reside on the Premises, unless Tenant has received the prior written consent of the Landlord.

2. Rent Payments; Late Fees.

2.1 Rent. Tenant shall pay to Landlord during the Lease Term as rent for the Premises the amount of **\$850.00** ("Rent") each month in advance on the first day of each month.

June 11, 1998

Mr. Ferdinand Obichere
12903 Autumn Dr.
Silver Spring, MD 209 04

RE: 3802 38th Ave #3

Dear Mr. Obichere,

I am happy that I had a chance to meet you in person.

As I promised I am sending you a list of things which we think should be taken care of so we can rent the unit again. We advise the following work to be completed:

Paint the unit completely. Refinish all wooden floors (our contractor \$400.00). Supply new or rebuilt frigurator (rebuilt frost free one is \$195.00). Clean the unit and wash the windows. Remove the old wall phone in the kitchen. Remove the plastic boards from the back porch. Clean the old blinds or supply new mini blinds.

Please advise if you want me to make any arrangements. Thank you for your cooperation and I am looking forward working with you.

Sincerely,

Martin Tonder
Property Manager



14501 Sweitzer Lane • Laurel, Maryland 20707-5901

COMMISSIONERS

Fausto R. Bayonet, Chair
Chris Lawson, Vice Chair
Omar M. Boulware
Howard A. Denis
T. Eloise Foster
Thomasina V. Rogers

GENERAL MANAGER
Carla A. Reid

October 18, 2016

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

Re: Account # 0842880
3802 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 3802 38th Avenue in Brentwood, Maryland. Our records indicate that the account was established on October 1, 1942. Water and sewer service has been in use and available to this property since at least April 7, 1995.

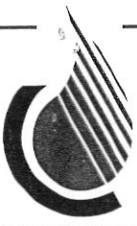
WSSC records indicate that there are four individual residential units at the property.

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

Washington Suburban Sanitary Commission



WASHINGTON SUBURBAN SANITARY COMMISSION

14501 Sweitzer Lane • Laurel, Maryland 20707-5902 • (301) 206-4001 • (800) 634-8400

FAX (301) 206-8114 • TTY (301) 206-8345

Interactive Voice Response System (IVRS) • Available 24 hours a day.

www.wssc.dst.md.us

WATER AND SEWER BILL

Account Number	Service Address	Billing Period
0842880	3802 38TH AVE	01/12/00 - 03/31/00 = 79 days

Average Daily Consumption

YOUR A.D.C. IS BASED ON 4 UNITS.

Typical per person 70 gallons

Your Account This Period: 1,275 Gallons

MAY 01 2000
FRANK EMMET
REAL ESTATE INC

*** STATEMENT OF CHARGES ***

Previous Charges	
Previous Balance.....	\$239.16
Payment(s) Received 02/14/00.....	239.16-
We thank you for your payment	

Current Charges	
Meter Readings (Actual Regular)	
To: 03/31/00.....	539,000 gallons
From: 01/12/00.....	136,000 gallons
Water & Sewer Usage.....	403,000 gallons

Water Use Charges
403,000 gallons @ \$3.85 per 1,000 gallons 1,551.55

Sewer Use Charges
403,000 gallons @ \$4.86 per 1,000 gallons 1,958.58

Account Maintenance Fee..... 11.00

Total Current Charges Due by 05/04/00 \$3,521.13

Account Balance

TOTAL ACCOUNT BALANCE \$3,521.13

LATE FEE (ASSESSED AFTER 05/04/00)..... 176.06
DUE AFTER 05/04/00 (INCLUDES LATE FEE)..... \$3,697.19

11 5357

Account Number
0842880
Service Address
3802 38TH AVE

RETURN THIS PORTION WITH YOUR PAYMENT - PLEASE MAKE CHECK PAYABLE TO WSSC AND WRITE YOUR WSSC ACCOUNT NUMBER ON THE CHECK.

AMOUNT DUE NOW
\$3,521.13
AMOUNT DUE AFTER 05/04/00
\$3,697.19
BILL PAYMENT
WATER FUND CONTRIBUTION
TOTAL PAYMENT

A E OBICHERE & F E OBICHERE
FERE INC #1007/401
8609 2ND AVE STE-502
SILVER SPRING MD 20910-3362

FRANK EMMET R E. INC
8609 Second Ave Ste 502
S. S. 20910

Guide to searching the database

View Map		View GroundRent Redemption			View GroundRent Registration					
Account Identifier:		District - 02 Account Number - 0134593								
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/ 00014			
Location & Structure Information										
Premises Address:		3802 38TH AVE BRENTWOOD 20722-0000			Legal Description:					
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	A-0219
0050	00A4	0000		2480		3	43	2015		
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		3,815 SF	004						
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation				
		MULTIPLE RESIDENCE								
Value Information										
	Base Value	Value As of 01/01/2015	Phase-in Assessments							
			As of 07/01/2016	As of 07/01/2017						
Land:	38,100	38,100								
Improvements	133,100	170,800								
Total:	171,200	208,900	196,333	208,900						
Preferential Land:	0			0						
Transfer Information										
Seller: KANE,AL P & MARGARET E ETAL		Date: 05/06/1997		Price: \$155,000						
Type: NON-ARMS LENGTH OTHER		Deed1: /11413/ 00014		Deed2:						
Seller:		Date:		Price:						
Type:		Deed1:		Deed2:						
Seller:		Date:		Price:						
Type:		Deed1:		Deed2:						
Exemption Information										
Partial Exempt Assessments:	Class		07/01/2016	07/01/2017						
County:	000		0.00							
State:	000		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										



RECEIVED
AUG 10 1998
FRANK EMMET
REAL ESTATE INC.

August 6, 1998

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

Re: 3802 33th Avenue #3, 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 cursive script that reads "Arthur S. Lazerow".

Arthur S. Lazerow
President

MARYLAND DEPARTMENT OF THE ENVIRONMENT

LEAD PAINT RISK REDUCTION

INSPECTION CERTIFICATE NO. 180709

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

MDE OWNER # 142-762
 MDE PROPERTY # 17020134585
 UNIT # 1
 OWNER NAME Fred Oberlies of Frank Emmet
 Property Address 3802 38th Avenue Cottage City Maryland
 City State (County) Prince Georges

The inspector must select inspection category # 1, 2, 3 or 4. ONE and ONLY one. Also select 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 certification are issued pursuant to a waiver for exterior work for a specific time frame and will be invalid after the expiration date unless 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	Lead Free	Options or Methods			
		Option A: One Time Only <input type="checkbox"/> or Option B: Limited <input type="checkbox"/> If Limited Re-certification Required by <u>1</u> / <u>1</u>	Dust Test	Interior AND Exterior Method B or <input type="checkbox"/> or <input type="checkbox"/> and <input type="checkbox"/>	Satisfactory Visual Inspection Exterior Waiver Method C or <input type="checkbox"/> Provisional or <input type="checkbox"/> Provisional or <input type="checkbox"/> Provisional
	Full Risk Reduction Modified Risk Reduction Lead Safe		Method A <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		

(Circle either property or unit as appropriate.)

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

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 7/31/01 at 30 a.m./p.m. under Title 6, Subtitle 8 of the Environment Article, Annotated Code of Maryland.

Inspector's Signature Sumner A. Taylor Accreditation No. 5051
 Inspection Company Alban Environmental Inspections, Inc. Accreditation No. 4583
 MDE 390 (Rev. 5-96)





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 4 columns: ACCOUNT NUMBER, RG, and two sub-columns for digits. Values: 3201, 2720, 22, 06

SERVICE ADDRESS 3802 38TH AV #HSE BRENTWOOD MD 20722-1821

EFFECTIVE DATE OF RESPONSIBILITY FOR SERVICE APR 30 1997

APPLICATION DATE MAY 03 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 08 1997

FRANK EMMET REAL ESTATE INC.

Form with 14 numbered sections containing handwritten information: 1. Account Name, 2. Business Trading As, 3. Service Address, 4. Area/Telephone Number, 5. Mailing Address, 6. Type of Business, 7. Identification of Officers, 8. Registered Agent, 9. Owner's Fed. I.D. No., 10. Tax Exempt Status, 11. Own or lease service address, 12. Mortgage holder, 13. Landlord if Leasing, 14. PEPCO accounts.

301-589-6000

* 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.

Potomac Electric Power Company
 1900 Pennsylvania Avenue, N.W.
 Washington, D.C. 20068-0001

DEPOSIT RECEIPT

H	RG	ACCOUNT NO.		RATE
	06	3201	2720	370

SERVICE ADDRESS 3802 38TH AV #HSE

Received Of FERDINAND & ANTHONIA
 OBICHERE
 8609 2ND AV # 502

SILVR SPRNG MD 20910-3370

YOUR MAXIMUM DEPOSIT IS CURRENTLY
BASED ON USE

THE REQUIRED DEPOSIT WILL BE
 HELD UNTIL SATISFACTORY BILL
 PAYMENT HISTORY IS ESTABLISHED.
 DEPOSIT WILL BE HELD A MINIMUM
 OF **48** MONTHS AND CURRENTLY
 BEARS SIMPLE INTEREST AT **5.60**
 PERCENT PER ANNUM.

RECEIVED
 JUN 13 1997

FRANK EMMET
 REAL ESTATE INC.

SEE STATEMENT OF TERMS AND CONDITIONS APPLICABLE TO DEPOSITS ON REVERSE SIDE.

DEPOSIT RECEIPT NO. 3201272029

DEPOSIT REQUIRED AS OF **05/30/97** \$25.00

DEPOSIT AMOUNT HELD PRIOR TO CURRENT ACTIVITY \$0.00

PREVIOUS ACTIVITY DATE

CURRENT ACTIVITY: AMOUNT \$25.00

DATE 05/21/97 DEPOSIT BALANCE DUE \$.00

TOTAL DEPOSIT HELD \$25.00

Potomac Electric Power Company
 CUSTOMER CREDIT DEPARTMENT
W. J. Williams

J.A. SKILLMAN COMPANY, INC.

11600 CEDAR LANE

BELTSVILLE, MARYLAND 20705

1-301-937-4339

ROOFING

SHEET METAL

*L.V. For owner file
and or roof warranty info.
JE 5/1/97*

WORKMANSHIP AND MATERIALS WARRANTY

Date: May 18, 1993

Property: 3802 38th St.
Brentwood, MD

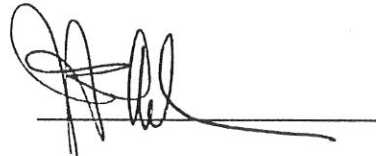
RECEIVED
FEB 28 1997
FRANK EMMET
REAL ESTATE INC.

Issued To: Emmett Realty
8609 2nd Ave., Suite 502
Silver Spring, MD 20910

We guarantee the roof system installed by our firm at the above referenced property against leakage due to defects in workmanship for a period of (5) five years from date of completion. Materials are guaranteed for (20) twenty years from date of completion by manufacturer.

Issue date: May 18, 1993

J.A. Skillman Co., Inc.



J.A. Skillman, President