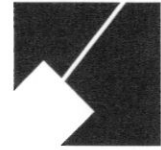


The Maryland-National Capital Park and Planning Commission
Prince George's County Planning Department
Development Review Division
301-952-3530



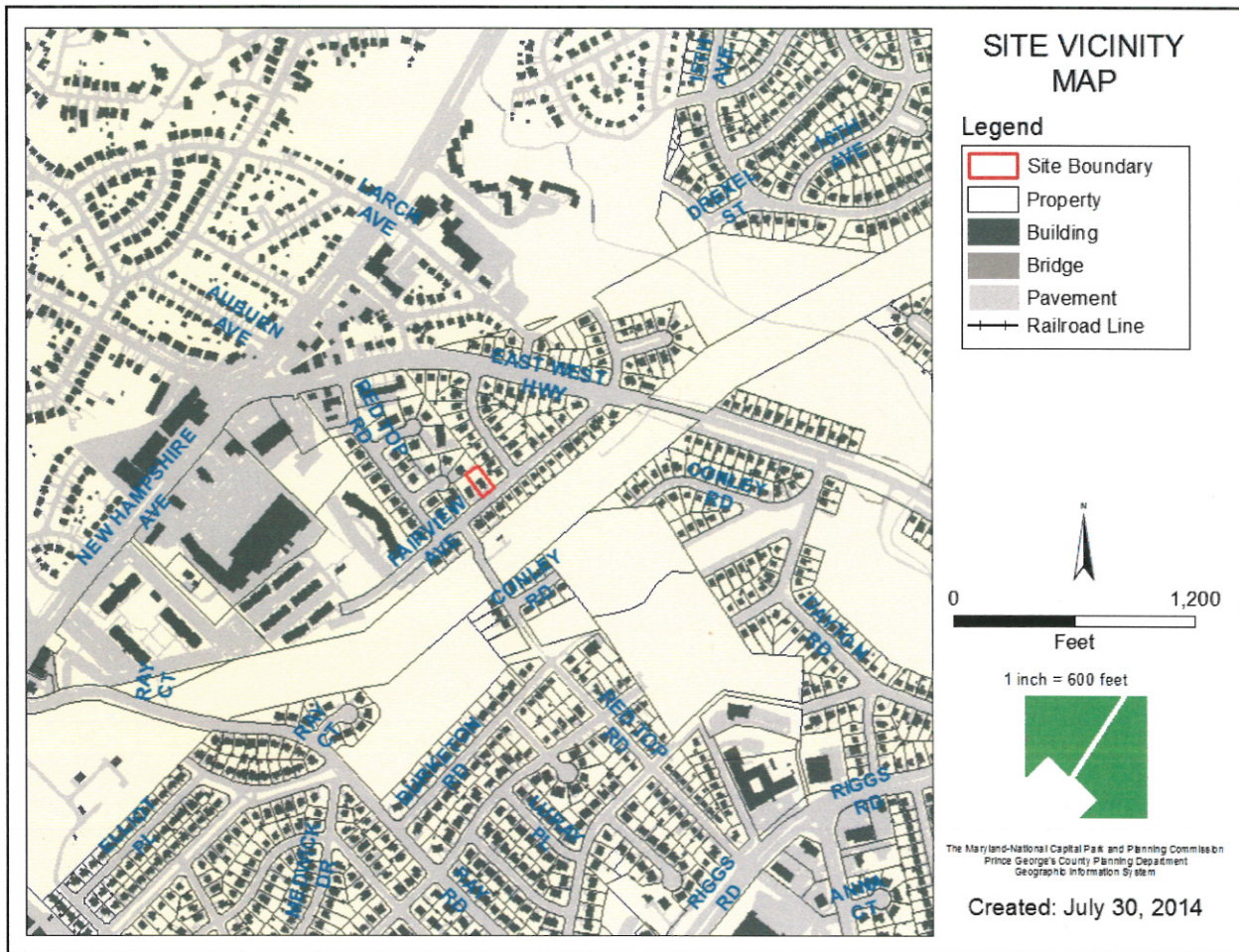
Note: Staff reports can be accessed at www.mncppc.org/pgco/planning/plan.htm.

Certification of Nonconforming Use CNU-15552-2014

Application	General Data	
Project Name: Hampshire View, Lot 10A Location: West side of Fairview Avenue, approximately 300 feet north of its intersection with Red Top Road. Applicant/Address: Maudestine Bell c/o Christine Wells 12913 Crisfield Road Silver Spring, MD 20906 Property Owner: Same as applicant	Planning Board Hearing Date:	05/21/15
	Staff Report Date:	04/13/15
	Date Accepted:	03/25/15
	Planning Board Action Limit:	N/A
	Plan Acreage:	0.248
	Zone:	R-18
	Gross Floor Area:	1,215 sq. ft.
	Lots:	1
	Parcels:	N/A
	Planning Area:	65
	Council District:	02
	Election District	17
Municipality:	N/A	
200-Scale Base Map:	208NE01	

Purpose of Application	Notice Dates	
Certification of a nonconforming use for a six-unit multifamily building.	Informational Mailing	08/07/14
	Acceptance Mailing:	03/26/15
	Sign Posting Deadline:	04/21/15

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: Jimi Jones, 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-15552-2014
Hampshire Village, Lot 10A**

REQUEST: **Certification of a nonconforming use for a six-unit apartment building in the
R-18 Zone.**

RECOMMENDATION: **APPROVAL**

NOTE:

The Planning Board has scheduled this application for a public hearing on the agenda date of May 21, 2015. 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, 906 Fairview Avenue, is located on the west side of Fairview Avenue, approximately 300 feet north of its intersection with Red Top Road. The site is developed with a two-story, brick, garden-style, six-unit apartment building. Access to the property is off of Fairview Avenue. Off-street parking is available for the subject property. Prince George's County District Council Resolution 82-1970 waived the off-street parking requirements for this property, in addition to the other apartment buildings in the Hampshire View Subdivision, because a portion of the parking spaces extend beyond the property onto Red Top Road.

B. **Development Data Summary:**

	EXISTING	PROPOSED
Zone	R-18	Unchanged
Acreage	0.25	Unchanged
Use(s)	Multifamily dwellings	Unchanged
Total Units	6	Unchanged
Site Density	1,800 sq. ft./acre	Unchanged
Lot Coverage	11.2%	Unchanged

- C. **History:** The subject apartments were constructed in 1951. All of the units were one-bedroom. The development standards at that time permitted the allowable density based on 1,800 square feet of gross lot area per dwelling unit, which permitted six units on the 10,803-square-foot lot. The complex became nonconforming on January 1, 1964 when the Prince George's County Zoning Ordinance was amended to require a minimum of 2,000 square feet of net lot area per dwelling unit, which would permit five units. The current Multifamily Medium Density Residential (R-18) Zone requirements only permit three units. The applicant applied for a Use and Occupancy Permit (15552-2014-U) and was denied because no prior use and occupancy (U&O) permits for the property could be found; therefore, a public hearing before the Planning Board is required.
- D. **Master Plan Recommendation:** The 1989 *Approved Master Plan for Langley Park-College Park-Greenbelt and Vicinity and Adopted Sectional Map Amendment for Planning Areas 65, 66, and 67* (Langley Park-College Park-Greenbelt and Vicinity Master Plan and SMA) recommends multifamily development at an urban density. The SMA retained the property in the R-18 Zone. The vision for this area in the *Plan Prince George's 2035 Approved General Plan* is for a network of sustainable, transit-supporting, mixed-use, pedestrian-oriented, medium- to high-density neighborhoods.
- E. **Surrounding Uses:**
- North, South, East and West—** Developed property with similar garden-style multifamily apartment buildings zoned R-18.
- F. **Request:** The applicant requests certification of an existing six-unit apartment building that was constructed in 1951. Because some development regulations in the R-18 Zone were changed or adopted after the apartment use was lawfully established, the complex became nonconforming. 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.

- G. **Certification Requirements:** Certification of a nonconforming use requires that certain findings be made. First, the use must either predate the pertinent zoning regulation or have been established in accordance with all regulations in effect at the time it began. Second, there must be no break in operation for more than 180 days since the use became nonconforming.

Section 27-244 of the Zoning Ordinance sets forth the following specific requirements for certifying a nonconforming use:

Section 27-244. Certification.

(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.

(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 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 state assessment database, the apartments were constructed in 1951. When the applicant applied for a U&O permit, the Permit Review Section could not verify that the apartments were built in accordance with the requirements in effect at the time of construction because original U&O 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. A letter dated September 9, 2014 from the Washington Suburban Sanitary Commission (WSSC) stating that the address has had an active WSSC account since January 1, 1951. WSSC noted that there has been no service interruption.
2. A service agreement from Waste Management of Montgomery County for collection, transportation, disposal, and recycling services.
3. Prince George's County Government Property Standards Group Rental Housing License.
4. A Maryland Department of Assessments and Taxation record indicating that the structure was built in 1951 and that the building use is "apartments."
5. M-NCPPC PGAtlas aerial photos of the site covering the period of time from 1965, 1977, 1980, 1984, 1993, 1998, 2006, and 2011. Each of these photos shows the existing building located on the site in its present configuration.
6. 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, parking, and pedestrian connections.

DISCUSSION

The evaluation of the Hampshire View Apartments, Lot 10A, is based on the zoning in place at the time of development construction in 1951 and a separate evaluation of the current R-18 zoning requirements of the property. The development exceeds the current allowable density of 12 dwelling units per acre in the R-18 Zone (which changed January 1964); hence, the request for certification of a nonconforming use. The property has a total of six multifamily dwelling units. The allowable density on the subject site prior to January 1, 1964 was six units on a total of 0.25 acre. The current maximum density only allows three units. Vehicular and pedestrian access to the development is provided via Fairview Avenue and pedestrian walkways throughout the complex. District Council Resolution 82-1970 waived the off-street parking requirements for this property.

The above evidence supports the applicant's claim that the apartment complex has been in continuous operation since its construction in 1951. The letter from WSSC indicates that a service account has served the property since January 1, 1951. There is no indication of service interruption to the property. Additional evidence, which consists of apartment license applications, aerial photographs, a

waste management agreement, and the State Department of Assessment and Taxation Property record all demonstrate that the property has continuously operated since the nonconforming use began in January 1964 when the density regulations in the R-18 Zone were changed.

CONCLUSION

Based on the evidence submitted by the applicant, together with the lack of contradictory evidence from other sources, staff concludes that the subject apartments were constructed in accordance with the requirements of the Zoning Ordinance in effect prior to January 1, 1964. There is also no evidence to suggest a lapse of continuous apartment use since their construction. Therefore, it is recommended that Certification of Nonconforming Use Application No. CNU-15552-2014 is APPROVED as a certified nonconforming use.

ITEM:

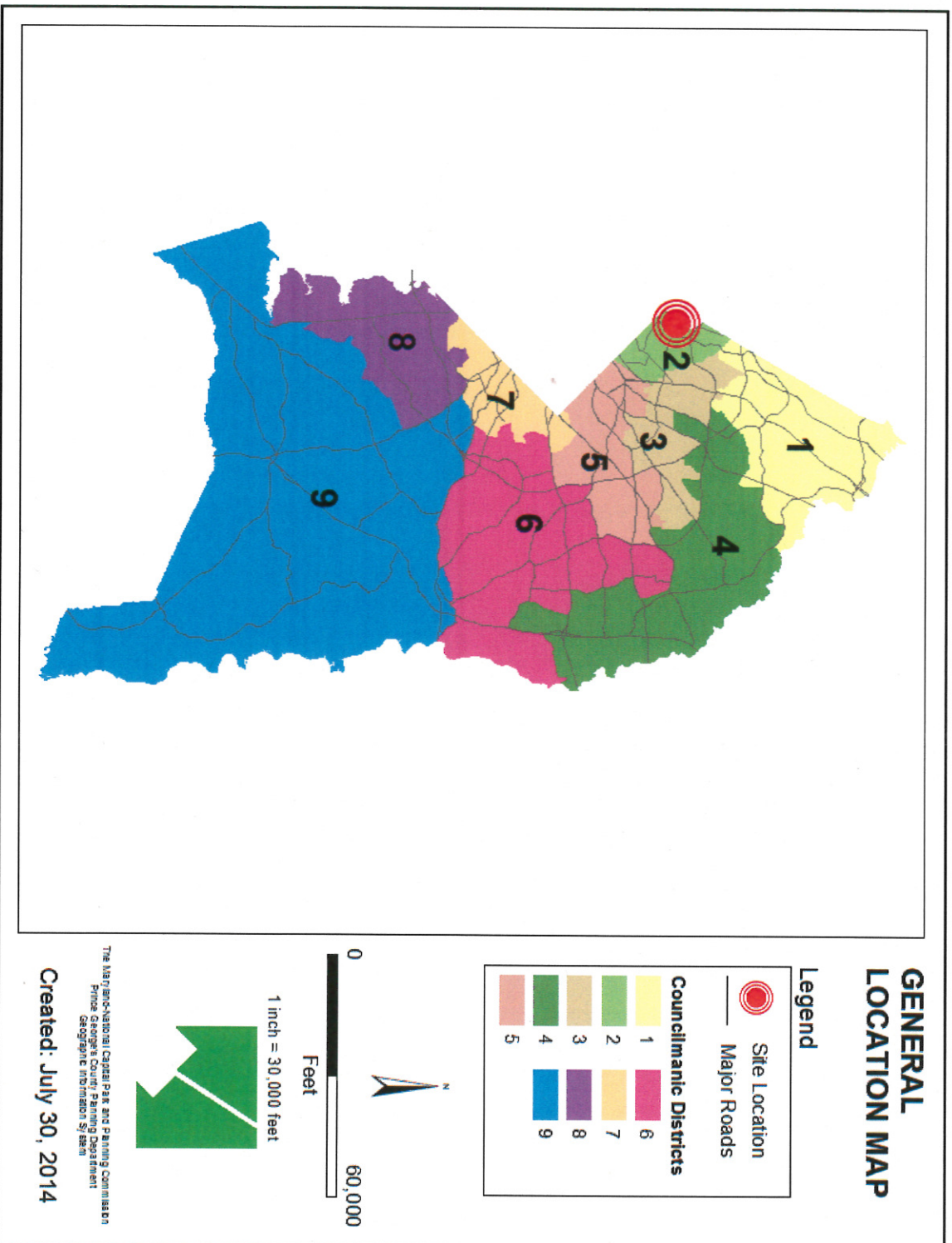
CASE: CNU-15552-2014

HAMPSHIRE VILLAGE LOT 10 A

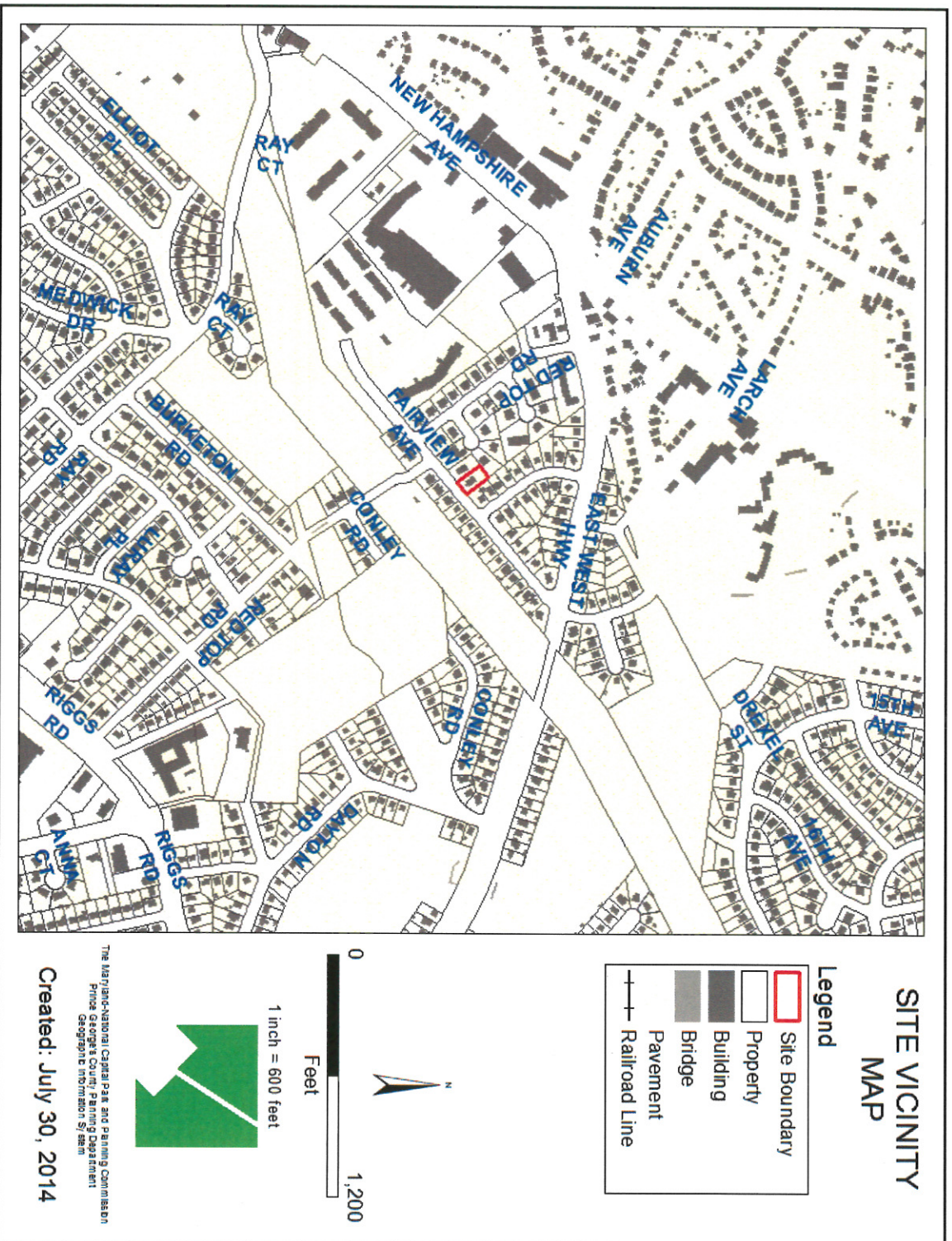
THE PRINCE GEORGE'S COUNTY PLANNING DEPARTMENT



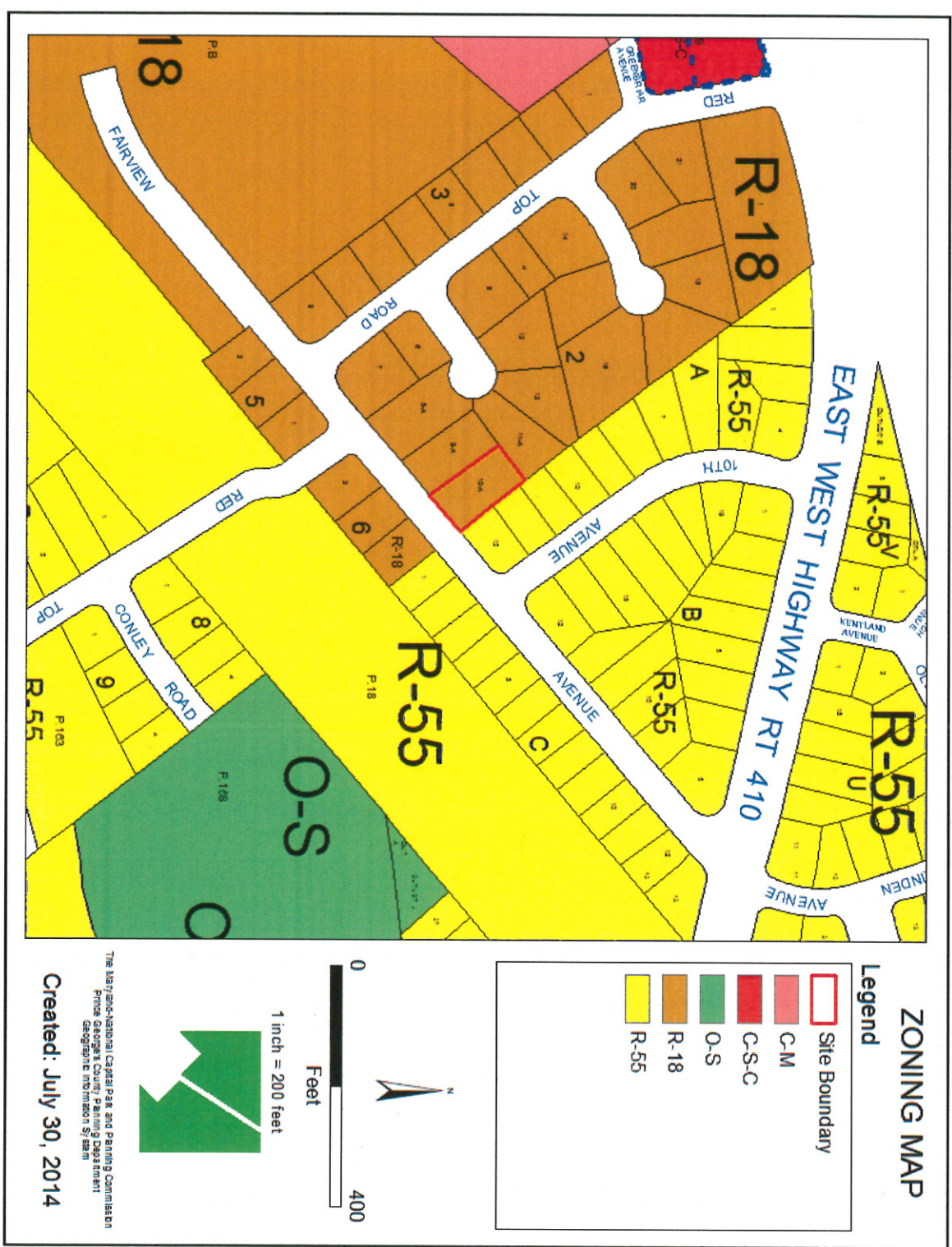
GENERAL LOCATION MAP



SITE VICINITY



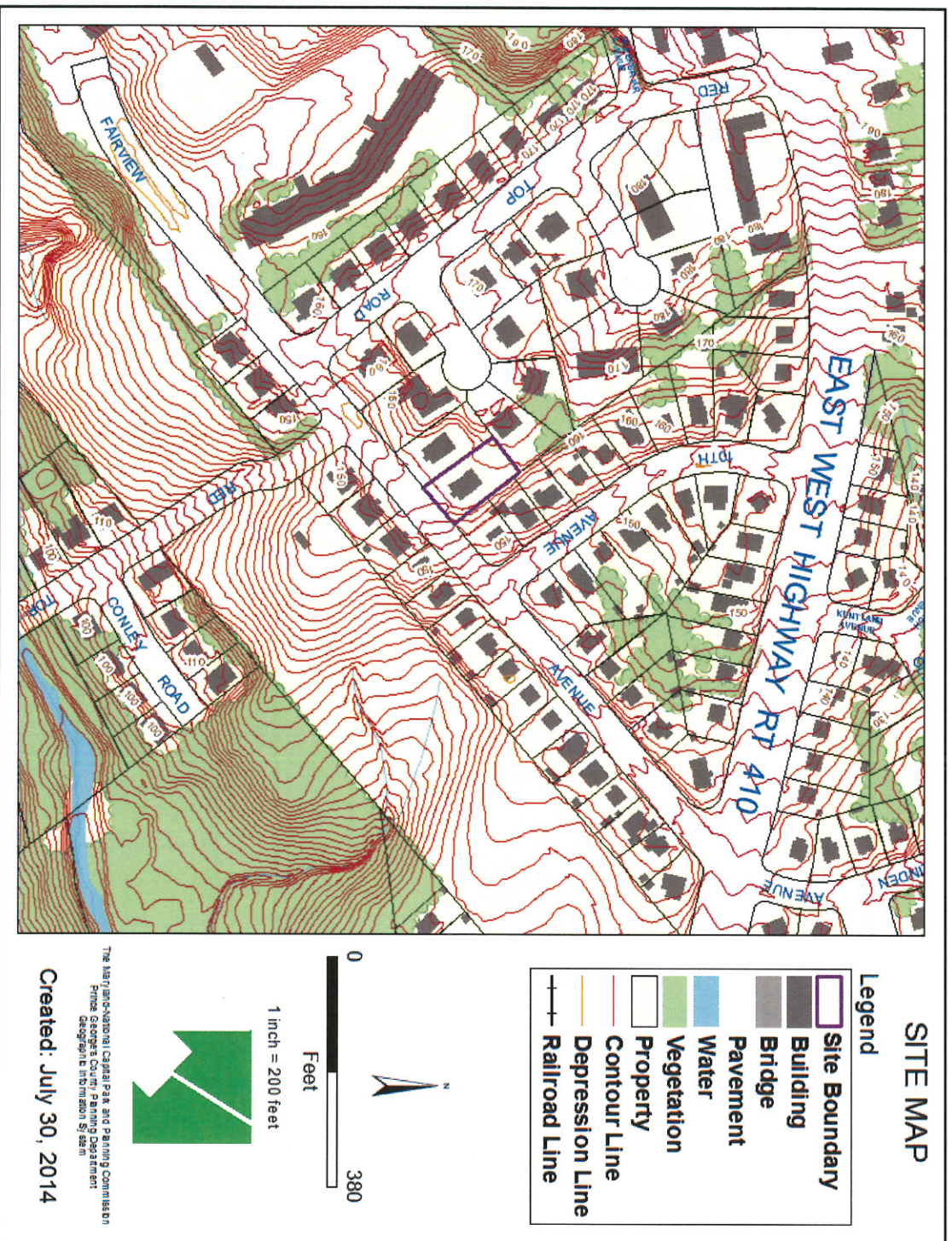
ZONING MAP



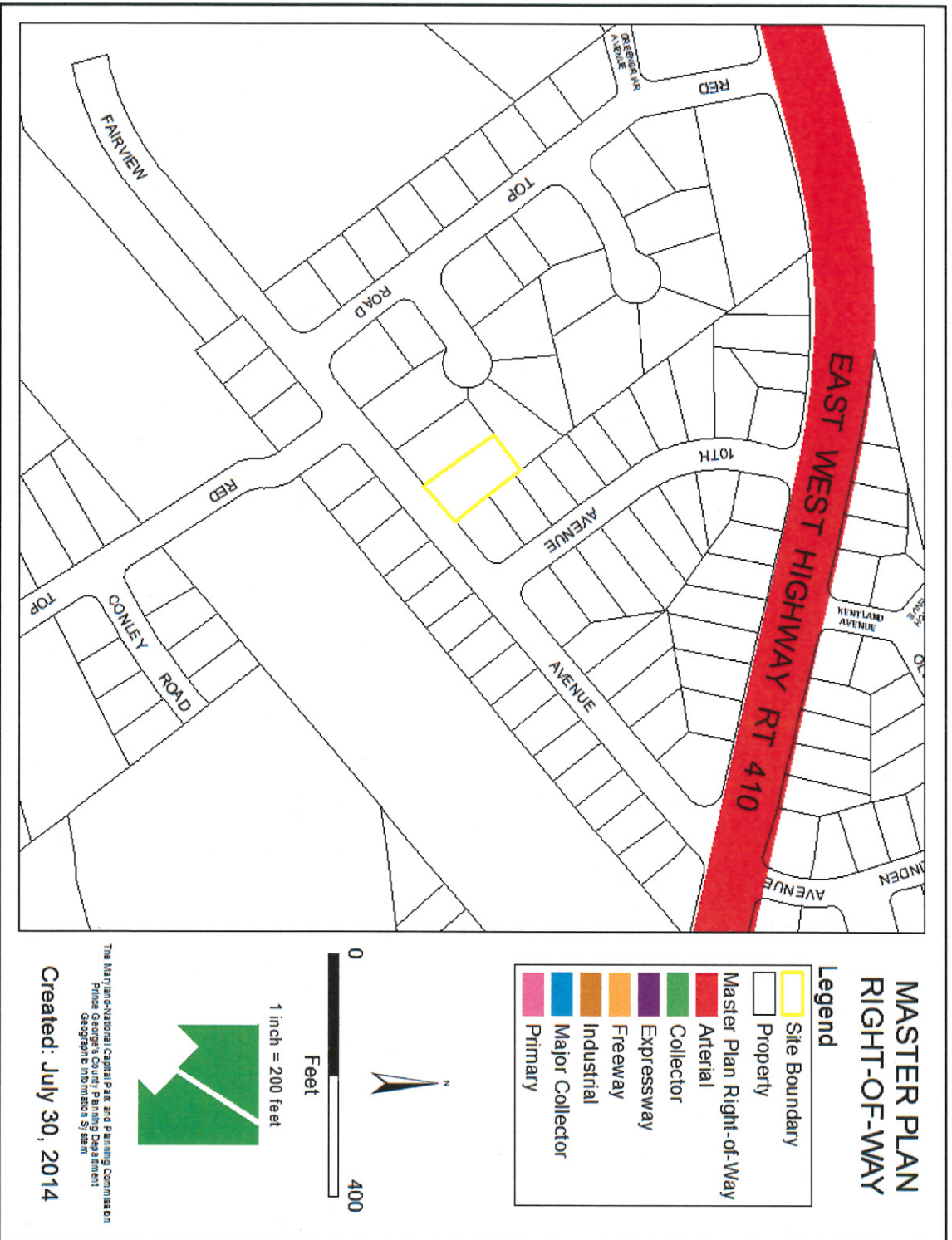
AERIAL MAP



SITE MAP



MASTER PLAN RIGHT-OF-WAY MAP



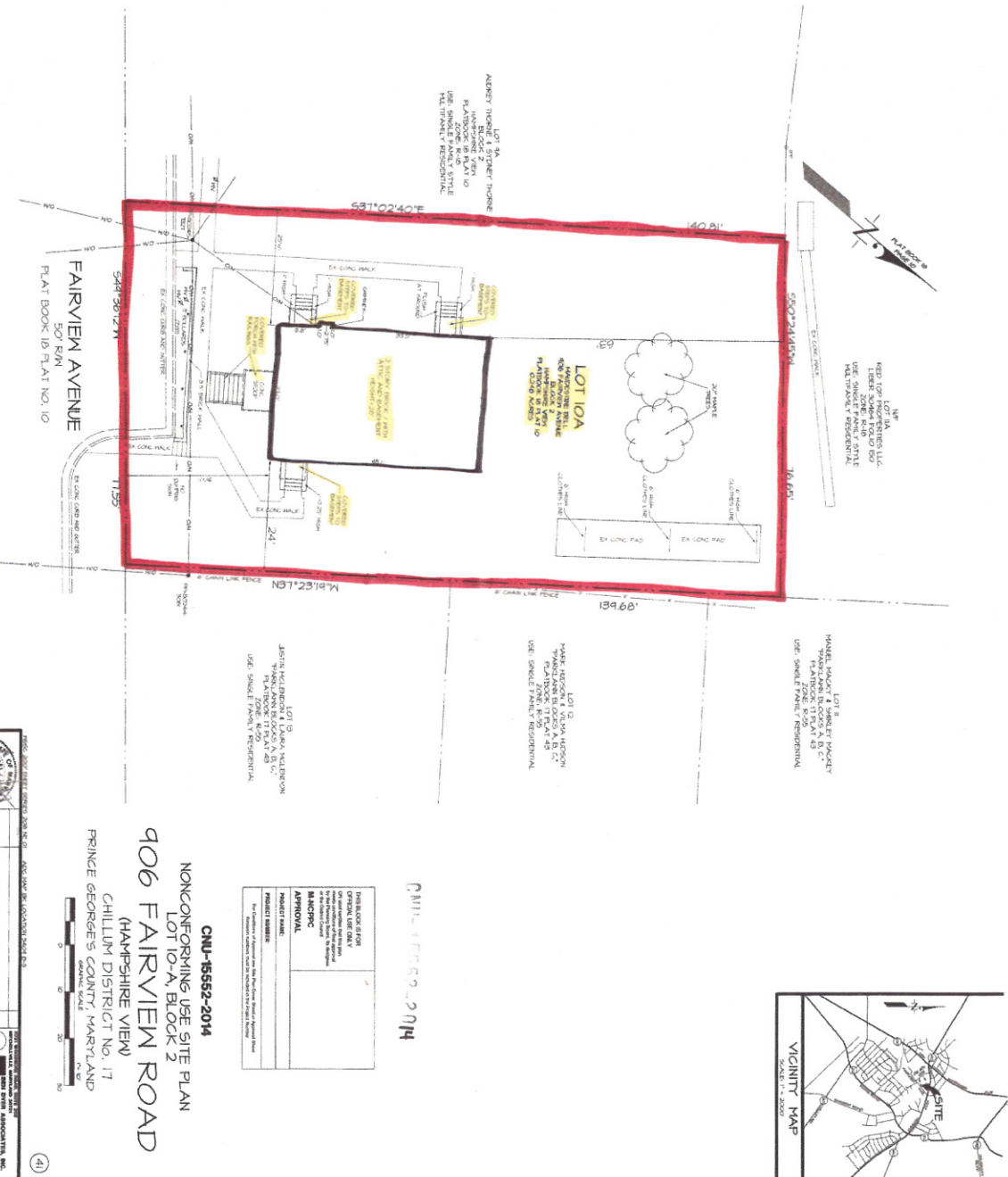
BIRD'S-EYE VIEW WITH APPROXIMATE SITE BOUNDARY OUTLINED



SITE PLAN

Case # CNU-15552-2014

1. The purpose of this site plan is to show the proposed use of the property and to show the location of the proposed use on the property. The site plan shall show the location of the proposed use on the property and shall show the location of the proposed use on the property.
2. The site plan shall show the location of the proposed use on the property and shall show the location of the proposed use on the property.
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9. The site plan shall show the location of the proposed use on the property and shall show the location of the proposed use on the property.
10. The site plan shall show the location of the proposed use on the property and shall show the location of the proposed use on the property.



Slide 9 of 9

4/23/2015

March 31, 2015

MEMORANDUM

TO: Ivy Thompson, Senior Planner, Zoning Section

FROM: Mary Hampton, Principal Planning Technician, Permits

SUBJECT: Referral Comments for CNU-15552-2014, Hampshire View Lot 10

1. There are no comments generated by this referral.



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

14741 Governor Oden Bowie Drive, Upper Marlboro Md. 20772

Permit Reviewer: Mary Hampton 15552-2014-U
Telephone Number: 301-952-5411 May 14, 2014
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 6 unit multifamily dwelling in the R-18 Zone constructed in 1951. All units are one bedroom. At the time of construction in 1951 the net lot area requirement for multifamily dwellings was a minimum of 1, 800 square feet of lot area per dwelling unit. Based on a on a lot size of 10,803 s.f. square feet the 6 units met this requirement. On January 1, 1964, the Zoning Ordinance was amended to require a minimum of 2,000 square feet net lot area dwelling unit therefore only permitting 5 units. Therefore the apartments became nonconforming at this time. The current maximum of density of the R-18 Zone is 12 units per acre which only allow 3 units. Therefore the apartment building must be certified as a nonconforming use. If a copy of a prior issued use and occupancy permit application is submitted with the application for certification of nonconforming use then the certification may qualify for an administrative review. Otherwise the certification must be heard by the Planning Board and the application would have to be submitted to Edward Holley. I have placed a call to PSD to see if there is a record of a prior issued use and occupancy permit. I called and discussed the comments with Ms. Bell. ***5/15/14 – Per PSD there is no prior 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 filing instructions. I called Ms.Bell and discussed the comments. I mailed the comments to her home address.***

CNU-15552-2014



Statement of Justification

Case Name, Application Number: 906 Fairview Avenue, CNU-15552-2014

Description of proposed use/request: The applicant requests the 906 Fairview Avenue be certified as a nonconforming use.

Description and Location of the Subject Property: The subject property is located on the west side of Fairview Avenue, 300 feet north of its intersection with Red Top Road. The legal description of the property is Lot 10A, Block 2 in the Hampshire View Subdivision. The property is currently zoned R-18 and is developed as a 6 unit single family style multifamily apartment building. The adjoin properties to the west and south are zoned R-18 and are also developed as single family style multifamily apartment buildings. The adjoining properties to the north are zoned R-55 and are single family detached use.

History: This property is developed with a 6 unit single-family style multifamily apartment built in 1951. All units are one bedroom, and have been in continual operation since the date of construction. The lot size at the time of construction was 10,803 square feet, and therefore met the minimum 1,800 square foot density. The property became nonconforming after January 1, 1964 when the Zoning Ordinance was amended to change the density to 2,000 square feet per dwelling unit. The current maximum density regulations of the R-18 Zone is 12 units per acre, which would only allow the subject property 3 units. This site is included in the lots covered under District Council Resolution 82-1970 that waived the off street parking requirement for the Hampshire View Subdivision, of which this property is a part. Although this property does not have parking spaces on site, it fully complies with parking requirements. Since a prior use and occupancy permit cannot be found, the nonconforming certification must be heard by the Planning Board.

Certification Requirements: In accordance with Section 27-244 of the Zoning Ordinance the requirements for certifying a nonconforming use are as follows:

(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 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 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 of 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.

Documentation: The apartment building was constructed in 1951. When the applicant filed for a use and occupancy permit in May of 2014, Property Standards Division could not find a prior use and occupancy permit. In accordance with Section 27-244(f) this nonconforming use certification is required to be approved by the Planning Board and that the use was in conformance with the regulations when it was built and that the apartments have been in continual use since it became nonconforming.

As depicted on the Nonconforming Use Site Plan prepared by Ben Dyer Associates, Inc. (Dwg. 6.007-Y) the comparison of the existing development to the zoning ordinance in effect in 1951, the date of construction, shows that the development conformed to all of the applicable development regulations. On January 1, 1964, the Zoning Ordinance was amended the maximum density of dwelling units per acre to 12, this property became nonconforming. The apartments have been in continual operation since that date, the documentation of this is as follows.

1. Letter from WSSC.

A letter from the Washington Suburban Sanitary Commission dated September 9, 2014, and states "there have been no service interruptions for a time longer than 180 days". The account for this property has been active since January 1, 1951.

2. Service Agreement from Waste Management.

This service agreement between the applicant and Waste Management of Montgomery CTY for collection, transportation, disposal and recycling services with a service start date of 11/18/98.

3. Prince George's County Government Property Standards Group Rental Housing License

4. State Department of Assessments and Taxation Property Records

This document states that the applicant purchased the property on July 2, 1998 and the assessed use is "apartments."

5. M-NCPPC Aerial Photographs

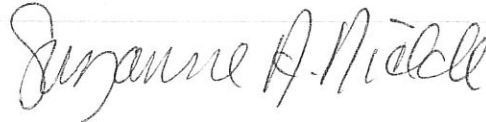
Aerial photographs from the PGAtlas Website are provided of the property from the years 1965, 1977, 1980, 1984, 1993, 1998, 2006 and 2011.

CNII-15552-2014

Conclusion: Based on the evidence provided by the applicant, the use has been in continuous operation since becoming nonconforming. Therefore the applicant formally requests that the use be certified as nonconforming.

Sincerely,

Ben Dyer Associates, Inc.

A handwritten signature in cursive script, reading "Suzanne A. Nickle".

Suzanne Nickle

Enclosures

cc: Christine Wells

PM: SN

ONU-15552-2014



Washington Suburban Sanitary Commission

14501 Sweitzer Lane • Laurel, Maryland 20707-5901

COMMISSIONERS
Gene W. Counihan, Chair
Chris Lawson, Vice Chair
Omar M. Boulware
Mary Hopkins-Navies
Hon. Adrienne A. Mandel
Dr. Roscoe M. Moore, Jr.

GENERAL MANAGER
Jerry N. Johnson

Via E-mail: wmoss@bendyer.com

September 9, 2014

Mr. William Moore
11721 Woodmore Road, Suite 200
Mitchellville, MD 20721

Re: Request for Continuous Use Certification
Account # 1882901
906 Fairview Avenue

Dear Customer:

The Washington Suburban Sanitary Commission (WSSC) is a bi-county agency that provides water and sewer services to more than 460,000 residential and commercial properties in Montgomery and Prince George's Counties in the State of Maryland.

One of the properties WSSC serves is 906 Fairview Avenue in Takoma Park, Maryland. Our available computerized Customer Relations Group records indicate that water and sewer services have been continuously in use and available to this property since at least March 29, 1999. During that time there have been no service interruptions for a time longer than 180 days. The account was activated as a WSSC account on January 1, 1951. The meter currently serving the property was installed on February 5, 2002. The installation dates for two previous meters were July 29, 1989 and February 14, 1979. Regrettably, WSSC cannot provide additional information due to archiving limitations.

I hope this information is helpful in your efforts to secure the "Continuous Use Certification." If you have any questions or need further clarification, please contact our Customer Care Center at 301-206-4001 or cust-relations@wsscwater.com.

Sincerely,

Sharon Sandford
Correspondent
Customer Relations Group

cc: SNickle@bendyer.com

CNU-15552-2014

1 layer(s) returned results

Property

Tax Account: 1855741
Owner Name: BELL MAUDESTINE
Premise Address: 906 Fairview Ave, Takoma Park, MD 20912

Legal Description

Tax Account #: 1855741
Assessment District: 17
Description: RESUB
Subdivision: HAMPSHIRE
Plat: A17-1724
Address: 906 Fairview Ave, Takoma Park, MD 20912

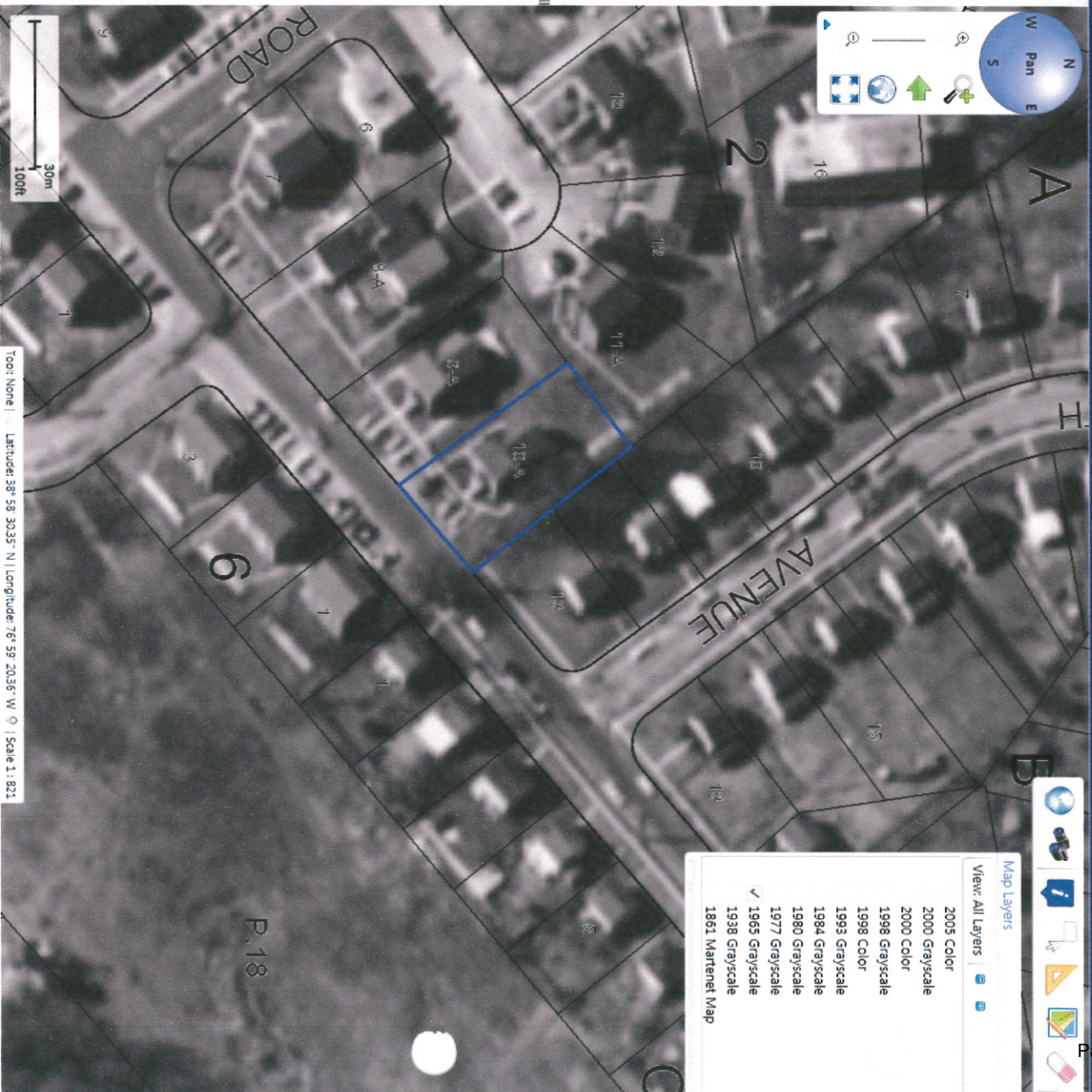
Owner Information

Owner Name: BELL MAUDESTINE
Owner Address: 4529 McGraw St, Detroit, MI 48210

Assessor Data

Assessor Zone Code: (004) Apartments
Sale Price: 200000
Transfer Date: 07/02/1998
Current Assessment: 472233
Land Valuation: 130400
Improvement Valuation: 341833
Structure Area: 3963 (ft²)

Acreage: 0.248
Block: 2 Lot: 10A Parcel:
Libert: 12303 Folio: 657
Tax Map Grid: 04181
WSSC Grid: 208NE01



CNU-15552-2014

1 layer(s) returned results

Property

Tax Account: 1855741
Owner Name: BELL MAUDESTINE
Premise Address: 906 Fairview Ave, Takoma Park, MD 20912

Legal Description

Owner Information

Tax Account #: 1855741
Owner Name: BELL MAUDESTINE
Assessment District: 17
Description: RESUB
Subdivision: HAMPSHIRE
VIEW: 48210

Assessor Data

Assessor Zone Code: (004) Apartments
Sale Price: 200000
Transfer Date: 07/02/1998
Current Assessment: 472233

Address: 906 Fairview Ave, Takoma Park, MD 20912
Acreage: 0.248
Block: 2 Lot: 10A Parcel: 12303 Folio: 657
Tax Map Grid: 041B1
WSSC Grid: 208NE01



Tool: None | Latitude: 38° 58' 29.55" N | Longitude: 76° 59' 15.58" W | Scale 1:821

Map Layers

- View: All Layers
- 2005 Color
 - 2000 Grayscale
 - 2000 Color
 - 1998 Grayscale
 - 1998 Color
 - 1993 Grayscale
 - 1984 Grayscale
 - 1980 Grayscale
 - ✓ 1977 Grayscale
 - 1965 Grayscale
 - 1938 Grayscale
 - 1861 Martenet Map

CNU-15552-2014

PGAtlas.com # Advanced

PGAtlas - Prince George's Co...

PGAtlas - Advanced Mapping

Log in News Contact

1 layer(s) returned results

Property

Tax Account: 1855741
Owner Name: BELL MADESTINE
Premise Address: 906 Fairview Ave, Takoma Park, MD 20912

Legal Description

Tax Account #: 1855741
Assessment District: 17
Description: RESUB
Subdivision: HAMPSHIRE VIEW
Plat: A17-1724
Address: 906 Fairview Ave, Takoma Park, MD 20912

Owner Information

Owner Name: BELL MADESTINE
Owner Address: 4529 McGraw St, Detroit, MI 48210

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Map Layers

- 2005 Color
- 2000 Grayscale
- 2000 Color
- 1998 Grayscale
- 1998 Color
- 1993 Grayscale
- 1984 Grayscale
- ✓ 1980 Grayscale
- 1977 Grayscale
- 1965 Grayscale
- 1938 Grayscale
- 1861 Marten Map

CNU-15552-2014

1 layer(s) returned results

Property

Tax Account: 1855741

Owner Name: BELL MAUDESTINE

Premise Address: 906 Fairview Ave. Takoma Park, MD 20912

Legal Description

Tax Account #: 1855741

Assessment District: 17

Description: RESUB

Subdivision: HAMPSHIRE

VIEW/

Plot: A17-1724

Address: 906 Fairview Ave. Takoma Park, MD 20912

Acreage: 0.248

Block: 2 Lot: 10A Parcel:

Liber: 12303 Folio: 657

Tax Map Grid: 041B1

WSSC Grid: 208NE01

Owner Information

Owner Name: BELL MAUDESTINE

Owner Address: 4529 McGraw St. Detroit, MI 48210

Assessor Data

Assessor Zone Code: (004) Apartments

Sale Price: 200000

Transfer Date: 07/02/1998

Current Assessment: 472233

Land Valuation: 130400

Improvement Valuation: 341833

Structure Area: 3963 (ft²)



[Back to Grid](#)
[PGAtlas - Advanced Mapping](#)
[Log in](#)
[News](#)
[Contact](#)
[Links](#)

Property

Owner Name: BELL MAUDESTONE
Premise Address: 906 Fairview Ave, Takoma Park, MD 20912

Tax Account #: 1855741	Owner Name: BELL	Assessor Zone Code:
Assessment District: 17	MAUDESTINE	(004) Apartments

VIEW 48210

Address: 906 Fairview Ave, Takoma Park, MD 20912

Block: 2 Lot: 10A Parcel:
Liberty 12303 Folio: 657

Tax Map Grid: 041B1

WSSC Grid: 208NE01

2005 Color
2000 Gray/scale
2000 Color
1998 Gray/scale
1998 Color
1993 Gray/scale
1984 Gray/scale
1980 Gray/scale
1977 Gray/scale
1965 Gray/scale
1938 Gray/scale
1861 Martenel Map

CNU-15552-2014

PGAtlas - Advanced Mapping

PGAtlas - Prince Georges C...

Log in News Contact Links Help

1 layer(s) returned results

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Premise Address: 906 Fairview Ave, Takoma Park, MD 20912

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Assessment District: 17

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Block: 2 Lot: 10A Parcel: 12303 Folio: 657

Tax Map Grid: 04181

WSSC Grid: 208NE01

Map Layers

View: All Layers

2008 Color (Printed)

2009 Color

2007 Color

2006 Color (Printis)

2005 Grayscale

2005 Color

2000 Grayscale

2000 Color

1998 Grayscale

1998 Color

1995 Grayscale

1984 Grayscale

1980 Grayscale

20m

100ft

Tool: None | Latitude: 38° 58' 30.34" N | Longitude: 76° 59' 22.07" W | Scale: 1:821

Site © 2012 | Maps and Data © 2012 The Maryland-National Capital Park and Planning Commission | Graphics Credits

CNU-15552-2014

PGAtlas - Advanced Mapping

1 layer(s) returned results

Property

Tax Account: 1855741
Owner Name: BELL MAUDESTINE
Premise Address: 906 Fairview Ave, Takoma Park, MD 20912

Legal Description

Tax Account #: 1855741
Assessment District: 17
Description: RESUB
Subdivision: HAMPSHIRE
Plat: A17-3724
Address: 906 Fairview Ave, Takoma Park, MD 20912
Acres: 0.248
Block: 2 Lot: 10A Parcel:
Liber: 12303 Folio: 657
Tax Map Grid: 04181
WSSC Grid: 208NE01

Owner Information

Owner Name: BELL MAUDESTINE
Owner Address: 4529 McGraw St, Detroit, MI 48210

Assessor Data

Assessor Zone Code: (004) Apartments
Sale Price: 200000
Transfer Date: 07/02/1998
Current Assessment: 472233
Land Valuation: 130400
Improvement Valuation: 341833
Structure Area: 3963 (ft²)

Map Layers

View: All Layers

- Land Cover UVM 2009
- Hopkins Atlas 1878
- 2011 Color
- 2009 Color Infrared
- 2009 Color
- 2007 Color
- 2006 Color (Partial)
- 2005 Grayscale
- 2005 Color
- 2000 Grayscale
- 2000 Color
- 1998 Grayscale

Scale: 1:821

Latitude: 38° 58' 30.35" N Longitude: 76° 59' 22.37" W

PGAtlas - Prince Georges Co., MD

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CNU-15552-2014

Service Agreement

This Service Agreement, which includes any exhibits attached to it, is made as of the date shown below between

MAUDESTINE BELL and

WASTE MGMT OF MONTGOMERY CTY

1. SERVICES PROVIDED

We will provide you with non-hazardous solid waste collection, transportation, disposal and recycling services. We will have the exclusive right to provide such services to you. If we handle special waste for you, you will provide us with a Generator's Waste Profile Sheet ("Profile Sheet") describing all special waste, and provide a representative sample of the special waste on request. You warrant that no solid waste you deliver to us is a special waste or a hazardous waste. If any of your waste contains materials which do not conform to the descriptions in this Agreement or in a Profile Sheet ("non-conforming waste"), we can, at our option, return it to you or require you to remove and dispose of the non-conforming waste at your expense, and reimburse us for any expenses we have incurred. Special waste includes the following: all treated/de-characterized (formerly hazardous) wastes; polychlorinated biphenyl ("PCB") wastes; industrial process wastes; asbestos containing material; chemical containing equipment; demolition debris; incinerator ash; medical wastes; off-spec chemicals; sludges; spill-cleanup wastes; underground storage tank ("UST") soils; and wastes from service industries.

2. INDEMNIFICATION

We agree to indemnify, defend and save you harmless from and against any and all liability which you may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of us or our employees, which occurs (1) during the collection or transportation of your waste, or (2) as a result of the disposal of your waste, after the date of this Agreement, in a facility owned by a subsidiary of Waste Management, Inc.; provided that our indemnification obligations will not apply to occurrences involving non-conforming waste. You agree to indemnify, defend and save us harmless from and against any and all liability which we may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by your breach of this Agreement or by any negligent act, negligent omission or willful misconduct of you or your employees, agents or contractors in the performance of this Agreement. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

3. USE OF EQUIPMENT

The equipment we furnish to you will remain our property. You will be responsible for any loss or damage resulting from your handling of the equipment, except for normal wear and tear. You will not overload by weight or volume, move or alter the equipment and will take reasonable precautions to prevent others from doing the same. You will use the equipment only for its intended purpose. On collection day, you will provide unobstructed access to the equipment. If the equipment is inaccessible or overloaded by weight or volume, your service will be subject to an additional charge. We will not be responsible for damage to your driving surfaces resulting from the weight of our vehicles or equipment.

4. FEES

You agree to pay us the fees set forth herein in accordance with the payment terms of our invoice. We may increase your fees from time to time to reflect changes in regulations, taxes, the CPI, disposal and processing facility fees and fuel prices, plus a reasonable margin. Subject to your approval, the fees may be adjusted for other reasons. Fee adjustments requiring your approval may be agreed to verbally, in writing, or by our actions, such as your payment of our invoices. We will give you written notice of fee adjustments. We reserve the right to charge a late fee no greater than that allowed by law. If "disposal" is listed as a separate component of the fees, an appropriate handling charge may be added to the disposal facility's posted gate rate.

5. TERM

The term of this Agreement will be three years from the service effective date, and will be automatically renewed for successive three-year terms. Either of us may terminate the Agreement by giving the other written notice of termination by certified or overnight mail not less than sixty days before the expiration of an initial or renewal term. If you terminate this Agreement during the initial term, or we terminate due to non-payment, you will pay us as liquidated damages, and not as a penalty, the amount of your most recent monthly charge multiplied by five, or the remaining number of months in the current term, whichever is less. If you terminate this Agreement during a renewal term, you will pay us as liquidated damages, and not as a penalty, the amount of your most recent monthly charge multiplied by three, or the remaining number of months in such renewal term, whichever is less.

6. MISCELLANEOUS

This Agreement will be governed by the laws of the state in which services are performed, and is binding on the successors and assigns of both of us. The indemnification made by each of us will survive termination of this Agreement. We will be entitled to recover our attorneys' fees and court costs in enforcing this Agreement. This Agreement supersedes any prior Service Agreements between us for locations and services covered by this Agreement. A fax signature of any party shall be considered to have the same binding legal effect as an original signature.

IN WITNESS WHEREOF, this Agreement has been signed by the authorized representatives of the parties on

11/16/98

MAUDESTINE BELL

(Customer Name)

WASTE MGMT OF MONTGOMERY CTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Account Number: 0509991

Service Agreement

This Service Agreement, which includes exhibits attached to it, is made as of the date shown below between Maudestine Bell and Waste Management, Inc.

1. SERVICES PROVIDED

We will provide you with non-hazardous solid waste collection, transportation, disposal, and recycling services as described herein. We will have the exclusive right to provide the services described herein. You agree that you have read the Contractor's Definition of Special Waste attached hereto. If we handle special waste for you, you will provide us with a Generators Waste Profile Sheet ("Profile Sheet") describing all special waste, and provide a representative sample of the special waste on request. You warrant that no solid waste you deliver to us is a special waste or a hazardous waste. If any of your waste contains materials which do not conform to the descriptions in this Agreement or in a Profile Sheet ("non-conforming waste"), we can, at our option, return it to you or require you to remove and dispose of the non-conforming waste at your expense, and reimburse us for any expense we have incurred.

2. INDEMNIFICATION

We agree to indemnify, defend and save you from and against any and all liability which you may be responsible for or pay out as a result of bodily injuries (including death) property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of us or our employees, which occurs (1) during the collection or transportation of your waste, or (2) as a result of the disposal of your waste, after the date of this Agreement, in a facility owned by a subsidiary of Waste Management, Inc.; provided that our indemnification obligation will not apply to occurrences involving non-conforming waste. You agree to indemnify, defend, and save us harmless from and against any and all liability which we may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by your breach of this Agreement or by any negligent act, negligent omission, or willful misconduct of you or your employees, agents, or contractors in the performance of this Agreement. Neither party shall be liable to the other for consequential, incidental, or punitive damages arising out of the performance of this Agreement.

3. USE OF EQUIPMENT

The equipment we furnish to you will remain our property. You will be responsible for any loss or damage resulting from your handling of the equipment, except for normal wear and tear. You will not overload by weight or volume, move or alter the equipment, and will take reasonable precautions to prevent others from doing the same. You will use the equipment only for its intended purpose. On collection day you will provide unobstructed access to the equipment. If the equipment is inaccessible or overloaded by weight or volume, your service will be subject to an additional charge. We will not be responsible for damage to your driving surfaces resulting from the weight of our vehicles or equipment.

4. FEES

You agree to pay us the fees set forth herein within 30 days of our invoice. We reserve the right to charge a late fee no greater than that allowed by law. We may increase your fees from time to time to reflect changes in regulations, taxes, the CPI, disposal fees, and fuel prices, plus a reasonable margin. Subject to your approval, the fees may be adjusted for other reasons. Such fee adjustments, including those relating to changes in the frequency of collection service or the equipment used, must be agreed to in writing. If "disposal" is listed as a separate component of the fees, an appropriate handling charge may be added to the disposal facility's posted gate rate. Notwithstanding the foregoing, there will be no rate changes or additional fees for the first year of service.

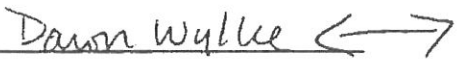
5. TERM

The term of this Agreement will be three years from the effective service date, and will be automatically renewed for successive three-year terms. Either of us may terminate the Agreement by giving the other written notice of termination by certified or overnight mail not less than sixty days before the expiration of an initial or renewal term. If you terminate this Agreement during the initial term, or we terminate due to non-payment, you will pay us as liquidated damages, and not as a penalty, the amount of your most recent monthly charge multiplied by three, or the remaining number of months in the renewal term, whichever is less.

6. MISCELLANEOUS

This Agreement will be governed by the laws of the state in which services are performed, and is binding on the successors and assigns of both of us. The indemnification made by each of us will survive termination of this Agreement. We will be entitled to recover our attorney's fees and court costs in enforcing this Agreement. This Agreement supersedes any prior Service Agreements between us for locations and services by this Agreement. A fax signature of any party shall be considered to have the same binding legal effect as an original signature.

IN WITNESS WHEREOF, this Agreement has been signed by the authorized representatives of the parties on November 1, 1998.

<p>By: <u>Dawn Wyllie</u> </p> <p>Name: _____</p> <p>Title: _____</p>	<p>Waste Management</p> <p>By: <u>Maudestine Bell, R.Ph.F.D.</u></p> <p>Name: <u>Dawn Wyllie</u></p> <p>Title: <u>Sales Representative</u></p>
--	--

CNU-15552-0014



WASTE MGMT OF MONTGOMERY CTY
 7870 BEECHCRAFT AVE
 GAITHERSBURG MD 208791544
 (301) 340-0774
 Fax: (301) 990-8899

SERVICE AGREEMENT NON-HAZARDOUS WASTE

GENERAL CUSTOMER INFORMATION		ACCOUNT NUMBER and SERVICE TYPE		509991 CO COMMERCIAL	
NAME MAUDESTINE BELL		LOCATION ID		BILLING STATUS AP ACTIVE PICKUP	
STREET NUMBER DIR STREET NAME 906 FAIRVIEW AVE		EFFECTIVE DATE 11/18/98			
CITY TAKOMA PARK		INCORPORATED	COUNTY MON	STATE/PROVINCE MD	ZIP/POSTAL CODE 20912
LOCATION		TEMP SERV No			
PHONE 301 681-0500		CONTACT		ALIAS	UNITS
CREDIT REFERENCE		SECURITY REQUIRED			

SERVICE SPECIFICATIONS		SERVICE START/DELIVERY DATE: 11/18/98		SERVICE EFFECTIVE DATE: 11/18/98	
QTY	DESCRIPTION/COMMENTS	C O N T	C U S T	WASTE TYPE	PROFILE NUMBER
1	2 YD FEL LOOSE WMI	X			
1	63GAL NEW CART-WMI	X			

THIS IS A LEGALLY BINDING CONTRACT AND YOU AGREE TO ACCEPT THE SERVICES AND EQUIPMENT AT CHARGES AND FREQUENCY INDICATED ON THIS AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. CHANGES IN YOUR SERVICE LOCATION WITHIN OUR SERVICE AREA SHALL NOT AFFECT THE TERMS OF THIS AGREEMENT UNLESS WE PROVIDE 30 DAYS WRITTEN NOTICE OF TERMINATION.

NAME MAUDESTINE BELL		PHONE 301 681-0500	
ADDRESS		CONTACT	
ADDRESS		MASTER ACCOUNT	
STREET NUMBER DIR STREET NAME 4529 MCGRAW ST		RELATED ACCOUNT	
CITY DETROIT	STATE/PROVINCE MI	ZIP/POSTAL CODE 488101435	
		PURCHASE ORDER NUMBER	

SCHEDULE OF CHARGES			
DESCRIPTION	T K T	F L T	RATE
MONTHLY SERVICE - FRONT LOAD		X	\$50.00
EXTRA DUMP(S) 2 YD F.E.L.	X		\$32.00
ADDITIONAL INSTRUCTIONS/TERMS: dw/ao			
INCIDENTAL SPECIAL WASTE TYPES AND AMOUNTS			

THE TERMS AND CONDITIONS ARE PART OF THIS AGREEMENT

MARYLAND LANDLORD AND TENANT'S AGREEMENT

Made this 25th day of AUG 2007 between Kathy Wells, agent for Maudestine Bell, Landlord/Owner, and

ANDRE HILIGH, tenant

_____, tenant

WITNESSETH, That said landlord, hereby rents to the said Tenants:
906 Fairview Avenue Apt.# 3 Takoma Park, MD 20912

for the term of one year, beginning on the 1st day of SEPT and ending on the 31 day of AUG at \$700⁰⁰ a month payable on the first of each month, in advance.

And the said Tenants hereby covenants with said Landlord to pay the rent as aforesaid, that they will contact PEPCO and have the electricity transferred into their names, WITHIN 10 DAYS OF SIGNING THIS LEASE, and shall pay the electric bills as they become due, keep the premises in good order, and to surrender the peaceful and quiet possession of the same at the end of the said term in as good condition as when received (the natural wear and decay of the property and unavoidable accidents excepted), and further, that the said Tenant will not do, suffer or permit anything to be done, in or about the premises which will contravene the policy of insurance against loss by fire; nor use, nor permit their use, for the purposes other than those of a multi-family dwelling and will not at any time assign this agreement, or sublet the property thus let or any portion thereof, without the consent, in writing of the said Landlord or her representatives; and further, that whatever alterations or repairs the said tenant shall be permitted to make shall not be done without permission of the Landlord, and shall be done at the tenant's own expense.

IT IS FURTHER AGREED, that if the rent is not postmarked by the 5th of the month, and received by the 8th, the Landlord shall have the right to distrain for the same, and to reenter and take possession; and if the Tenant shall violate any of the afore-mentioned covenants or any part herein, the Landlord shall have the right WITHOUT FORMAL NOTICE to re-enter and take possession; and if the property shall be destroyed or rendered untenable by fire or unavoidable accident, the tenancy hereby created shall be thereby terminated, and all liability for rent hereunder shall cease upon payment proportionately to the day of fire or unavoidable accident.

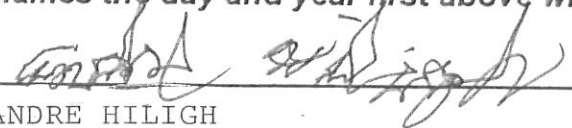
AND IT IS ALSO FURTHER AGREED, that this agreement with all its provisions and covenants, shall continue in force from term to term after the expiration of the term above mentioned, or of any thirty days thereafter, by giving at least thirty days' previous notice thereof in writing.

MARYLAND LANDLORD AND TENANT'S AGREEMENT

ADDITIONAL COVENANTS:

1. The \$700 Security Deposit will be returned when the Apartment is vacated in good condition in accordance with the above
2. Tenant will not use Nails or Sticky/Contact paper on Walls or Ceiling;
3. No portable Washers or Dryers permitted;
4. No pets allowed of any kind;
5. No one but leaseholders shall move into the apartment (with the exception of the occasional visitor).
6. Tenant agrees to carpet 75% or more of the Hardwood Floors
7. Tenant will use only one Parking Space in front of the building.
8. No Car Repair on the premises is permitted.
9. Tenant will not leave Windows open in Winter, or while out of the building.
10. If Tenant's rent is not postmarked by the 5th of the month, a 5% late fee will need to be included with the payment.
11. Should the tenants request an early termination of their lease, they will continue to be responsible for the rent until a suitable tenant has signed a lease.

IN TESTIMONY WHEREOF, The said parties have hereunto subscribed their names the day and year first above written.



 ANDRE HILIGH

8-25-07

 Date

 Date

Kathy Wells, agent for Maudestine Bell

 Date



 Christine Wells, agent for Maudestine Bell

8/25/07

 Date

Maudestine Bell, R.P.H., owner

 Date

CNU-15552-2014

Prince George's County Government

Department of Environmental Resources

Property Standards Group

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

RENTAL HOUSING LICENSE**Owner:**

MAUDESTINE BEL
4529 MCGRAW ST
DETROIT MI 48210

Property:

906 FAIRVIEW AV
TAKOMA PARK, MD

Type of Units:
Number of Units:
Fee Paid:
License Number:
Date Issued:
Date Expired:

Multifamily Dwelling
6
\$ 300.00
4-0136
June 30, 2008
June 30, 2010

A license has been granted
under the provisions of
to promptly inform the
this license. THIS LICENSE
CHANGE OF OWNERSHIP.

ted this day to operate a rental facility, unless suspended or revoked,
Subtitle 13 of the Prince George's County Code. The licensee is obligated
Department of any changes of information contained in the application for
LICENSE IS NOT TRANSFERRABLE AND TERMINATES UPON
SHIP.

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



WASHINGTON SUBURBAN SANITARY COMMISSION

14501 Sweitzer Lane • Laurel, Maryland 20707-5901 • (301) 206-WSSC (9772) • (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.wsscwater.com

WATER AND SEWER BILL

Account Number	Service Address	Billing Period
1882901	906 FAIRVIEW AVE	11/18/14 - 12/16/14 = 28 days

Average Daily Consumption

YOUR A.D.C. IS BASED ON 6 UNITS.
Typical per person 70 gallons
Your Account 220 gallons
This Period:

YOUR LATEST WATER QUALITY REPORT IS NOW AVAILABLE! PLEASE VIEW IT AT WWW.WSSCWATER.COM/MOR TO LEARN ABOUT THE SOURCE AND QUALITY OF YOUR DRINKING WATER. AS ALWAYS, WSSC HAS MET OR DONE BETTER THAN ALL DRINKING WATER QUALITY STANDARDS. TO RECEIVE A PAPER COPY, PLEASE CALL 301-206-8100. FOR BILLING QUESTIONS OR PAYMENTS, CALL CUSTOMER SERVICE AT 301-206-4001.

Previous Balance.....	Previous Charges.....
Payment(s) Received 12/01/14.....	
We thank you for your payment	
	Current Charges

Meter Readings (Actual Regular)

To: 12/16/14.....	3,683,000 gallons
From: 11/18/14.....	3,646,000 gallons
Water & Sewer Usage.....	37,000 gallons

Water Use Charges	
37,000 gallons @ \$5.10 per 1,000 gallons	188.70

Sewer Use Charges	
37,000 gallons @ \$7.23 per 1,000 gallons	267.51

Bay Restoration Fee.....	23.00
--------------------------	-------

Cross Connection Fee.....	6.00
---------------------------	------

Account Maintenance Fee.....	3.67
------------------------------	------

Total Current Charges Due by 01/07/15	488.88
---	--------

Account Balance	
TOTAL ACCOUNT BALANCE	\$488.88

LATE FEE (ASSESSED AFTER 01/07/15).....	24.14
DUE AFTER 01/07/15 (INCLUDES LATE FEE).....	\$513.02

CNU-15552-2014

PRINCE GEORGE'S COUNTY

P E R M I T

ISSUANCE DATE :

EXPIRATION DATE :

DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT

PERMITTING AND LICENSING DIVISION

PERMITTING CENTER

9400 PEPPERCORN PLACE, 1st FLOOR, LARGO, MD 20774

PROPERTY OWNER

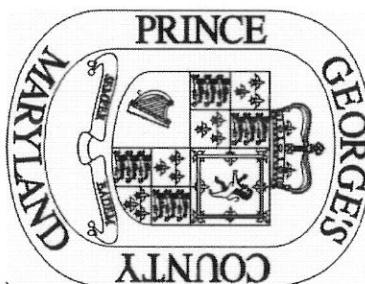
MAUDESTINE BELL
4521 MCGRAW
DETROIT, MI 48210

(313) 895-2167

OCCUPANT

HAMPSHIRE VIEW
906 FAIRVIEW AVE
TAKOMA PARK, MD 20912

(301) 404-7653



CONTRACTOR

LICENSE NUMBER:

ARCHITECT

Notice!
This is NOT your Use and
Occupancy Permit.

TYPE OF PERMIT :

DPE UOW

WORK DESCRIPTION :

NEW TENANT - APARTMENT

EXISTING USE :

APARTMENT

USE (MNCPPC ZONING) :

APARTMENTS, NONCONFORMING USE

SUBDIVISION :

HAMPSHIRE VIEW

OWNERSHIP :

HEIGHT FT :

LIBER : 12303

WIDTH FT :

FOLIO : 657

DEPTH FT :

ED/ACCT NO. : 17 / 1855741

NO STORIES :

LC : 10A

DWELL UNITS :

BL : 2

PARKING SP : 0

TAX MAP : 041

LIVE LOAD :

SCD :

USE GROUP :

SPEC EXCEPT : NCU

TYPE CONST :

Conditions

OCCUPANCY LOAD :
SITE CERTIFICATE :
STRUCTURE CERT :
SEWER :
WATER :
HEATING :
PARCEL :ELECTRICITY :
CENTRAL A/C :
ELEVATOR :
ESCALATOR :
BASEMENT :
BOILER NUMBER :
CBCA :
HISTORICAL :
SIGN NUMBER :

As outlined in County Code Subtitle 19-126, construction noise is prohibited between the hours of 9 pm and 7 am daily.

Only the Licensed Contractor or Homeowner, named on the Permit as contractor, is permitted to perform the scope of work on the permit at the address specified.

YOU MUST COMPLY WITH MUNICIPAL, HOMEOWNER/CIVIC ASSOCIATION AND LOCAL COVENANTS. A FINE MAY BE IMPOSED IF CONSTR

THIS PERMIT IS VOID SIX (6) MONTHS FROM DATE ISSUED IF CONSTRUCTION HAS NOT STARTED, HAS BEEN
SUSPENDED OR DISCONTINUED UNLESS OTHERWISE INDICATED

INSPECTION AREA :

INSPECTION APPROVALS

BUILDING INSPECTOR

HEALTH

ELECTRICAL

PLUMBING

FIRE MARSHALL

Haitham A. Hijazi