



Case File Number: _____

Case Hearing Date: _____

Fees:	
Permit intake Fee:	\$ 65.00
Residential:	\$ 500.00
Commercial:	\$ 650.00
Mailing Cost:	_____
Total Due:	_____

Board of Zoning Appeals Application Form

Application Type: Please check below.

- Variance, from the Zoning Ordinance, Spotsylvania County
- Appeal, from the Zoning Administrator's Decision and/or Notice of Violation, Date of Decision or Violation: _____
- Appeal, of the Zoning Administrator's Interpretation of the Zoning Ordinance, Dated: _____
- Rehearing, Previous Public Hearing Case Number: _____

1. Location Description: 6328 Carter Ln Mineral, VA 22030

Email Address: lemingandhealy1@msn.com

2. Tax Map Parcel Number: 54C-1-2

3. Zoning District: R-R Voting District: Livingston

4. Overlay District: None

5. Record Owner Name: Albert K. Nainoa Jr or Kathleen A. Nainoa

Address: 6328 Carter Ln Mineral, VA 22030

6. Applicant's Name: H. Clark Leming, Leming and Healy, P.C., Agent for Albert K. Nainoa and Kathleen A. Nainoa

Address: 233 Garrisonville Road, Suite 204, Stafford, VA 22554

7. Contract Owner: N/A

Address: N/A

Telephone Numbers: Owner: (703) 217-2137 Applicant: (540) 659-5155

Other: _____

The undersigned hereby attests that all the information herein provided, including the plot plan, building setbacks, prospective drawings, statements, etc is true, correct and accurate. The undersigned further understands that should such information be found incorrect, any action taken by the Board of Zoning Appeals based on such may be invalidated. The applicant, if other than property owner, also attests that he/she has obtained power of attorney to apply for this application. The undersigned authorizes the county representatives to have access to the property during reasonable hours for inspection.

Landowner Signature: _____

Date: 9/15/20

Applicant Signature: _____

Date: 9/15/20

Power of Attorney Form

**State of Virginia
County of Spotsylvania**

This 14 day of September, 2020, I, Kathleen A. Nainoa
the owner/contract purchaser, (circle one), of 6328 Carter Ln,

(describe land by tax map number), make, constitute, and appoint H. Clark Leming, Leming and Healy, P.C.
my true and lawful attorney-in-fact, and in my name, place and stead giving unto said Variance Application

full power and authority to do and perform all acts and make all representation necessary, without
any limitation whatsoever, to make application for said Board of Zoning Appeals Application.

The right, powers, and authority of said attorney-in-fact herein granted shall commence and be in
full force and effect on September 14, 2020, and shall remain
in full force and effect thereafter until actual notice, by certified mail, return receipt requested is
received by the Zoning Office of Spotsylvania County stating that the terms of this power have
been revoked or modified.

Kathleen A. Nainoa
Owner/Contract Purchaser/Authorized Agent
(Circle One)

COMMONWEALTH OF VIRGINIA:

COUNTY of Stafford

Acknowledged before me this 14 day of September, 20 20 in

my County and State aforesaid, by the aforesaid Principal or Authorized Agent.

Tamara Chardette Bayona-Huffman
Notary Public

My Commission Expires: May 31, 2023

TAMARA CHARDETTE BAYONA-HUFFMAN
NOTARY PUBLIC
REGISTRATION # 7849789
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
MAY 31, 2023

Instructions: Please answer the following questions clearly. If additional space is needed to answer the questions, you may attach the answers on a separate sheet of paper. Please list "See Attached" for each item, and attach to the Justification Form.

Justification for Variance

1. Explain, in detail, why strict application of the Zoning Ordinance prevents reasonable use of the property and will produce an undue hardship. The test for an undue hardship may not include the following: monetary reasons, mere inconvenience, profitable use, or nearby non-conformity.

See attached.

2. Explain why such undue hardship is not shared generally by other properties in the same zoning district and in the same vicinity as the subject property, or other extraordinary conditions of the property.

3. Explain why the authorization of the variance requested will not be of substantial detriment to adjacent property and will not change the character of the district.

4. Explain in detail why such hardship is neither personal in nature, nor self-imposed. Explain why the granting of this variance will not constitute a special privilege or convenience for the applicant.

POSTING AFFIDAVIT

I, _____, hereby certify that on the _____ day of _____
20_____ a sign (s) stating that zoning action was pending on the property described below
was/were posted on the property and that the sign (s) was/were easily visible from all public streets and
public ways abutting the property.

Property Description: _____

Given under my hand this _____ day of _____, 20_____

Applicant/Agent

COMMONWEALTH OF VIRGINIA:

COUNTY of _____

Acknowledged before me this _____ day of _____, 20_____ in
my County and State aforesaid, by the aforesaid Principal or Authorized Agent.

Notary Public

My Commission Expires: _____

Return Form To:

Spotsylvania County-Planning & Zoning Department
9019 Old Battlefield Boulevard
Suite 320
Spotsylvania, Virginia 22553
Attn: Zoning Assistant

County of Spotsylvania

MEMORANDUM

BZA Application Package Attachment and Notice

The statement below explains the legal reasons why the Board of Zoning Appeals may disapprove a variance request.

1. The alleged hardship is not an undue hardship because it is a self-created hardship imposed by the applicant or the previous owner.
2. Strict application of the zoning ordinance would not produce an undue hardship on the owner.
3. The alleged hardship is generally shared by other properties in the same district and same vicinity.
4. Approval of the variance would be of substantial detriment to the adjacent property and/or the character of the district would be changed by granting the variance.
5. Financial or monetary reasons shall not be sufficient to establish an undue hardship and cause for variance approval, except in the extraordinary circumstance where there would be no reasonable use of the property without the variance.
6. Authorization of a variance will simply provide a special privilege or convenience to the owner.
7. Virginia Supreme Court provided guidance in the Cochran v. Fairfax County BZA case, whereby, the threshold for the BZA in considering an application for a variance...is whether the effect of the zoning ordinance upon the property under consideration, as it stands, interferes with "all reasonable beneficial uses of the property, taken as a whole."
If the answer is in the negative, the BZA may have no authority to go further.

I hereby certify as applicant, that I have read the above listed reasons for possible disapproval of the request for a variance.

Signature:  _____

Date: September 15, 2020

* This form reflects the incorrect legal standard and does not conform with current State law or the County's own ordinance. See Variance standard revisions in 2015. Cochran is no longer good law.



Variance Request Justification

Kathleen A. Nainoa and Albert K. Nainoa (“Nainoa”) hereby request a three and one-half foot (3.5’) variance from the requirement of Spotsylvania County (“County”) Code Sec. 23-5.2.3(7)(B) that residential accessory structures such as garages be located no closer than ten feet (10’) from side yard lot lines (the “10’ measurement”).¹ In support thereof, Nainoa states as follows.

A. Background

Nainoa is the owner of a certain parcel of land consisting of approximately 2.10 acres, and shown on the records of the County Commissioner of the Revenue (“COR”) as Tax Map Parcel Number 54C-1-2 (the “Property”). The Property is platted as Lot 2 in the Kelly’s Landing Subdivision, and is zoned to the County’s Residential Resort (R-R) Zoning District. Nainoa acquired the Property in 1994, and constructed an approximately 1288 square foot single-family residential dwelling unit on the Property in 2000. While Nainoa’s primary residence is in Fairfax County, the dwelling unit on the Property serves as the Nainoa’s vacation home. The western portion of the Property borders Lot 1 of the Kelly’s Landing Subdivision, which is an approximately 6.54 acre unimproved tract of land shown on the County COR records as Tax Map 54-C-1-2 that has been owned by Paul W. Jackson and Mary L. Jackson since 2018 (the “Jackson Property”).²

The County approves the construction plans for the garage, and the garage is constructed.

On February 1, 2013, Nainoa contracted with Ogburn Construction, Inc. (“OCI”) to construct the detached garage at a contract price of approximately \$45,430.78. On or about February 11, 2013, OCI, on behalf on Nainoa, submitted to the County Building Department a Residential Building Permit Application (“Building Application”) to authorize the construction of a 24 x 36 foot detached garage on the Property.³ The detached garage is a by-right accessory structure to Nainoa’s residence in the County’s R-R Zoning District. The plat which accompanied the Building Application showed a measurement of eleven feet (11’) from the southwest corner of the garage to the Jackson Property line in compliance with County Code Sec. 23-5.2.3(7)(B).⁴ As shown on Exhibit A, the Building Application was approved the County Building Department on or about February 15, 2013, and was approved by the County Zoning Department on or about

¹ As detailed below, the survey that formed the basis for the County’s Notices of Violation showed the garage approximately 3.1’ from the side yard lot line. However, Nainoa seeks a 3.5’ variance out of an abundance of caution to account for potential (minor) deviations across surveys.

² Paul W. Jackson and Mary L. Jackson are hereafter collectively referred to as “Jackson.”

³ The Building Application is attached hereto as Exhibit A. The OCI contract is attached hereto as Exhibit B.

⁴ The Building Application utilized Nainoa’s house plat that was initially prepared by William W. Webb on or about July 20, 2000, and superimposed the proposed detached garage on such plat, which also shows a permanent monument on the property line where the property line takes an approximate 30 degree turn to the southeast at the southwest corner of the proposed garage.

February 21, 2013. Shortly after the County approved the Building Application, a former employee of OCI constructed the detached garage on the Property. The OCI employee measured the distance of the constructed garage on multiple occasions from the garage to the monument shown on the plat where the western property lines turns approximately 30 degrees from the south southwest to the southeast. The measurement was invariably at least 11 feet. The OCI employee did not measure the garage from the southwest corner of the garage to the property line after it turns to the southeast where the 11' measurement is shown on the plat. Nainoa had no reason during the construction of the garage or thereafter to believe the garage was not constructed according to the approved plan, and specifically at least 11 feet from the Jackson Property line.

No issue is raised as to the garage location for over six years after construction.

In April of 2013, the County Building Department inspected and approved the construction of structural and electrical components of the garage. Upon information and belief, the County Building Department did not raise any issue with the location of the garage during the course of those inspections, and the County never raised any issue as to the garage location at all until October of 2019. Moreover, the prior Jackson Property owner never raised issue as to the construction or location of the garage. In fact, Jackson did not even raise issue with the location of the garage at the time they acquired the Jackson Property on or about July 2, 2018. As such, neither the County nor the Jackson Property owner provided any indication to Nainoa that the location of the garage was an issue, and Nainoa had no reason to suspect the garage location was an issue for over six (6) years after construction.

Jackson commissions a survey in September 2019 which reveals that the garage is approximately 6.9' from the Neighboring Property line.

On or about September 4, 2019, Jackson requested permission from Nainoa to build a structure to house Jackson's boat five feet (5') from the Property line as extended into Lake Anna. After consulting with their realtor, who indicated that this location would affect the view shed from the Nainoa property and could lead to a diminution in the value of the Property, Nainoa declined this request. Thereafter, Jackson commissioned a survey prepared by Norman C. Cox on or about September 28, 2019 which revealed that the rear southwest corner of the Nainoa's detached garage was located approximately 6.9' from the Neighboring Property line as such line turned from the south southeast 30 degrees to the southeast. Jackson provided this survey to Nainoa in an apparent effort to assert leverage over Nainoa related to the boat house issue, as shown in a text message between Mr. Jackson and Ms. Nainoa attached hereto as Exhibit C. Upon information and belief, Jackson provided the survey to the County Zoning Department and initiated a complaint with the County Zoning Department on this basis. The County advised Nainoa of the Zoning Ordinance setback violation and how the violation might be remedied.

Nainoa unsuccessfully attempts to acquire from Jackson the land necessary to render the garage compliant with the 10' measurement.

In an effort to remedy the situation, Nainoa attempted to acquire from Jackson approximately sixty-three (63) square feet of land from the Jackson Property in order to accomplish a Boundary Line Adjustment ("BLA") which would render the garage compliant with the 10' measurement.

Even though this 63 square foot of land has an assessed value of approximately \$18.27, Nainoa offered Jackson \$1,000.00 for the land, and further offered to pay the full \$1,800.00 BLA application fee to the County.⁵ Jackson rejected the offer and requested \$4,000.00, or *approximately 218 times more than the assessed value of the land to be acquired*. Faced with no other viable alternative short of complete demolition and reconstruction of the garage, Nainoa accepted Jackson's predatory \$4,000.00 demand. On or about January 6, 2020, counsel for Nainoa prepared an agreement to that effect and presented it to Jackson.⁶ Jackson, however, rejected the agreement.

On March 13, 2020, the County issued another Notice of Violation to Nainoa on the basis that the garage location violates the 10' measurement of County Code Sec. 23-5.2.3(7)(B). As a corrective action, the March 13, 2020 Notice of Violation required Nainoa to relocate the garage to meet the 10' measurement within the thirty (30) days of issuance of the Notice.⁷

B. Justification

Virginia Code § 15.2-2309(2) provides that "a variance shall be granted" by the Board of Zoning Appeals ("BZA") when the evidence shows "that the strict application of the terms of the ordinance would unreasonably restrict the utilization of the property" or, alternatively, "that the granting of the variance would alleviate a hardship due to a physical condition relating to the property or improvements thereon . . ." and the following additional criteria have been met:

(i) the property interest for which the variance is being requested was acquired in good faith and any hardship was not created by the applicant for the variance; (ii) the granting of the variance will not be of substantial detriment to adjacent property and nearby properties in the proximity of that geographical area; (iii) the condition or situation of the property concerned is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the ordinance; (iv) the granting of the variance does not result in a use that is not otherwise permitted on such property or a change in the zoning classification of the property; and (v) the relief or remedy sought by the variance application is not available through a special exception process that is authorized in the ordinance pursuant to subdivision 6 of § 15.2-2309 or the process for modification of a zoning ordinance pursuant to subdivision A 4 of § 15.2-2286 at the time of the filing of the variance application.⁸

⁵ The Jackson Property is approximately 6.54 acres, or 285,471 square feet. According to the County COR's 2019 assessment records, the Jackson Property has a total assessed value of \$83,300, or \$0.29 per square foot. Thus, the assessed value of the 63 square feet of land is approximately \$18.27 (63 square feet x \$0.29 per square foot).

⁶ A copy of this agreement is attached hereto as Exhibit D.

⁷ A copy of this Notice is attached hereto as Exhibit E.

⁸ The County's Variance Application Form utilizes an outdated variance standard that is no longer the law in Virginia. This Virginia General Assembly adopted the above standard in 2015 (2015 Acts of Assembly, Chapter 597), and the County Board of Supervisors duly amended its Zoning Ordinance in 2016 to incorporate this current

Nainoa meets the criteria above for the following reasons:

1. Strict application of the 10' measurement of County Code Sec. 23-5.2.3(7)(B) would unreasonably restrict the utilization of the property or, alternatively, the granting of a variance to County Code Sec. 23-5.2.3(7)(B) would alleviate a hardship due to a physical condition relating to the property or improvements thereon.

Strict application of the 10' measurement of County Code Sec. 23-5.2.3(7)(B) would unreasonably restrict Nainoa's utilization of the Property, as it would now require the demolition and reconstruction of the detached garage that Nainoa expended approximately \$45,430.78 to construct. Further, the removal of the corner of the garage, approximately 63 square feet, would eliminate one of the parking spaces within the garage. Strict enforcement of the 10' measurement would further be unreasonable under the circumstances, as: (a) the detached garage is a by-right, accessory structure to Nainoa's single-family residence, and Nainoa duly secured the necessary approvals from the County Zoning and Building Departments permitting its construction; (b) the non-compliant garage location was the result of an inadvertent contractor measurement error that was made after the County's approval of the Building Application through no fault of Nainoa; (c) the non-compliant garage location went undetected for over 6 years by all parties, including the County and the prior and current owners of the Jackson Property; (d) because over 6 years elapsed before anyone discovered the non-compliant garage location, Nainoa is likely time-barred from pursuing a breach of contract claim against the offending contractor;⁹ (e) Nainoa made exhaustive efforts to remedy the non-compliance by agreeing to the acquisition of the 63 square feet of land needed for a BLA from Jackson at the exploitative price of \$4,000.00, only to have Jackson unreasonably renege on that agreement; and (f) the 3'1" intrusion into the setback does not impose any hardship on or diminution in the value of the Jackson property or its owners.

Granting the requested variance to County Code Sec. 23-5.2.3(7)(B) would also alleviate a hardship due the physical condition of improvements on the Property, as Nainoa would otherwise be required expend tens of thousands of dollars to demolish the garage and reconstruct it approximately 3.1' from its current location due to an inadvertent contractor measurement error that went undetected for over 6 years. Removing the corner of the garage would also create a hardship both in terms of unreasonable cost, the elimination of a parking space in the garage and a resulting odd shaped unsightly garage. In addition, the County's Zoning Ordinance recognizes that the property owner should not be penalized under these circumstances, as County Code Sec. 23-5.1.4 authorizes the County Zoning Administrator to administratively "approve a reduction in the minimum yard requirements in the case of any building existing" when the "noncompliance was done in good faith, or through no fault of the property owner, or was the result of an error in the location of the building subsequent to the issuance of a building permit . .

variance standard. Accordingly, this Justification duly utilizes the current standard for a variance rather than the outdated standard cited in the Application Form

⁹ The statute of limitations period for a breach of contract in Virginia is five (5) years from the date of breach, regardless of when the breach was discovered. *See* Va. Code Ann. §§ 8.01-246; 8.01-230. Thus, it could be argued that the statute of limitations for enforcing the contractor's error as to the garage location expired in 2018, even though such error was not discovered by the County, the Neighboring Property owners, or Nainoa until 2019.

.”¹⁰ The County Board of Supervisors’ (“BOS”) adoption of County Code Sec. 23-5.1.4 demonstrates a clear intent to alleviate property owners of the hardship associated with a contractor location error which occurs subsequent to the County’s approval of the building permit, and the BZA’s granting of a variance in this case would be consistent with this intent.

2. “The property interest for which the variance is being requested was acquired in good faith and any hardship was not created by the applicant for the variance.”

Nainoa acquired the Property in good faith by deed dated July 11, 1994. Nainoa also contracted for the construction of the by-right detached garage in good faith at a contract price of \$45,430.78, and secured all necessary permits and approvals from the County attendant to such construction. The hardship was not created by Nainoa, but rather was the result of an inadvertent contractor measurement error that occurred after the County’s issuance of the building permit, and was not discovered until over 6 years after construction. Moreover, the OCI employee did attempt to measure the setback from the garage to the permanent monument located at the junction of the property line’s dogleg to the southeast. Further, and as detailed above, the BOS, through its adoption of County Code Sec. 23-5.1.4, has recognized that an inadvertent contractor error “in the location of the building subsequent to the issuance of a building permit” is not the fault of the property owner, thereby affirming that the hardship was not created by Nainoa.

3. “The granting of the variance will not be of substantial detriment to adjacent property and nearby properties in the proximity of that geographical area.”

The granting of a variance has no material impact on any adjacent or nearby properties. While Jackson has initiated a complaint with the County regarding the garage location, Jackson’s stated concern was that the non-compliant location could hurt or ruin *Nainoa’s potential sale of their Property*, as opposed to having an impact on the Neighboring Property. *See Exhibit C.* In fact, even this stated concern was a pretext, as Jackson’s text messages make clear that the ultimate objective was to use the non-compliant garage location to exert leverage over Nainoa in connection with an unrelated boat housing issue. *Id.*

4. “The condition or situation of the property concerned is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the ordinance.”

The BOS, through its adoption of County Code Sec. 23-5.1.4, has developed a general regulation to address the scenario where a structure is erected too close a side yard lot line as a result of an inadvertent contractor error, but this general regulation is limited to situations where the error does not exceed 10% of the measurement involved. This case is not of so general or recurring a nature so as to lend itself to the formulation of a general regulation for various reasons, including but not limited to: (a) the contractor error was approximately thirty-one percent (31%) of the measurement involved, even though the plat accompanying the approved Building Application showed a compliant building location 11’ from the Neighboring Property

¹⁰ Nainoa acknowledges that the Zoning Administrator’s administrative approval authority under County Code Sec. 23-5.1.4 is limited to cases where the contractor error “does not exceed ten (10) percent of the measurement that is involved” and, therefore, cannot be utilized to approve the approximately 3.1’ encroachment at issue here.

line; (b) more than 6 years elapsed before anyone discovered the non-compliance; and (c) Nainoa has made every effort to resolve the issue by acquiring the land necessary to render the garage location compliant, but such efforts were inexplicably rejected by the Neighboring Property owner.

5. The granting of the variance does not result in a use that is not otherwise permitted on such property or a change in the zoning classification of the property.”

The detached garage is a by-right accessory structure in the County’s R-R Zoning District. Accordingly, the BZA’s granting of the variance does not result in a use that is not otherwise permitted or a change in the zoning classification of the Property.

6. “The relief or remedy sought by the variance application is not available through a special exception process that is authorized in the ordinance pursuant to subdivision 6 of § 15.2-2309 or the process for modification of a zoning ordinance pursuant to subdivision A 4 of § 15.2-2286 at the time of the filing of the variance application.”

Virginia Code § 15.2-2201 defines a “special exception” as “a special use that is a use not permitted in a particular district except by a special use permit under the provisions of this chapter and any zoning ordinances adopted herewith.” The special exception process is inapplicable because the garage is a by-right accessory structure in the County’s R-R Zoning District. Moreover, as detailed above, County Code Sec. 23-5.1.4 only authorizes administrative zoning modifications for side yard encroachments that do not exceed 10% of the measurement involved. Because this encroachment exceeds that 10% threshold, a variance from the BZA is necessary.

C. Conclusion

Based on the foregoing, Nainoa requests that the BZA grant this request for a variance to the 10’ measurement of Code Sec. 23-5.2.3(7)(B) as it relates to the existing detached garage on the Property.

ving Departments:

- Zoning
- Building
- Erosion
- Ches Bay

County of Spotsylvania
RESIDENTIAL PERMIT APPLICATION
 Community Development Division
 9019 Old Battlefield Blvd. 3rd Floor
 Spotsylvania, Av 22553
 Phone (540)507-7222 Fax (540) 507-7282

App/Permit # Assigned:
POS13-029

APPLICATIONS WILL NOT BE ACCEPTED UNLESS FILLED OUT COMPLETELY. PLEASE PUT NA IF IT DOES NOT APPLY TO YOUR PROJECT.

Prior to Permit Issuance the following items are required if marked: FILLED OUT BY STAFF

- Copy of VA State Contractor's License
- Copy of Spotsylvania Business License
- Tradesman Statements for Elec Plumb Gas HVAC Tank Affidavit
- Proof of Ownership LPA Commercial Affidavit Landowner Affidavit
- Other

FEB 13 2013

Project Description 24 X 36 Detached Garage

Applicant

Co. of Spotsylvania, VA
 Code - Compliance

Name: THOMAS LORD Address: 7627 Bryn Mawr Rd., Henrico, VA 23229
 Phone #: 423-504-0675 Fax #: 804-288-4779 Email Address: THOMASLORD@AOL.com

General Contractor

Name: Ogburn Construction, Inc. Address: 7627 Bryn Mawr Rd., Henrico, VA 23229
 Phone #: 804-909-4779 Fax #: 804-288-4779 Email Address: Ogburn.david@gmail.com

Landowner

Name: AL Nainoa Address: 6328 Carter Ln., Mineral, VA 23117
 Phone #: 703-293-7248 Fax #: _____ Email Address: _____

Mechanic's Lien Agent

Name: _____ Address: _____
 Phone #: _____ Fax #: _____ Email Address: _____

Electrician

Name: David Gregory - Goshen Electric Address: 14431 Deedle Creek Dr., Montpelier, VA 23152
 Phone #: 804-337-0763 Fax #: _____ Email Address: GOSHENELECTRICINC@gmail.com

Plumber

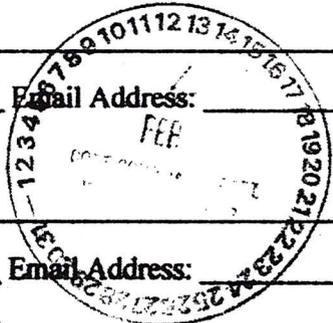
Name: _____ Address: _____
 Phone #: _____ Fax #: _____ Email Address: _____

HVAC Contractor

Name: _____ Address: _____
 Phone #: _____ Fax #: _____ Email Address: _____

LP Tank Contractor

Name: _____ Address: _____
 Phone #: _____ Fax #: _____ Email Address: _____



Handwritten signature/initials

Job Site Information

Tax Map 54C Dbl. Circle 1 Block _____ Lot/Parcel 2 Voting District Livingston

Physical Address: 6328 Carter Lane, Mineral, VA 23117 Subdivision Kelly's Landing

Is this a Gated Community? Yes No If yes, please note Gate Code for Inspections: 4598

Project Description: : 24 x 36 Detached GARAGE

New Manufactured Home		
Single Wide	Double Wide	Triple Wide
Length _____	Width _____	
Serial # _____		
Year _____	Make _____	

Project Value (Less Land Value) \$31,000.00

Ext Wall Vinyl Foundation Concrete Roof Covering Metal

of Stories 1 # Full Baths 0 # Half Baths 0

Bedrooms 0 Fuel Type 0 Air Cond. (Y/N) N

Heat Type N/A # Fireplaces 0 # Flues 0

New Single Family Home		
SFH	Modular	Townhouse/Duplex
Overall Length _____	Width _____	

Gas Logs Lines Tank Heater

Water Source Private Sewer Source Private

Elec. Ser. Amps 60 Elec. Power Co. _____

Other Residential Projects		
Interior Reno	Addition	Accessory
Addition: Length _____ Width _____		
Deck: Length _____ Width _____		
Garage/Shed: Length <u>24</u> Width <u>36</u>		
Porch: Length <u>48</u> Width <u>8</u>		
Select One: Screened <input type="checkbox"/> <u>Open</u> <input type="checkbox"/>		
Other _____	Length _____	Width _____

Roof Type - Manuf Truss Yes No

Floor Type - Manuf Truss or Eng Product Yes No

Crawl Slab Basement

Basement: Finished Unfinished - Sq. Ft. 0

Garage: Attached Detached None

List each room in house by floor:

1st Fl GARAGE

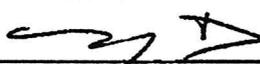
2nd Fl _____

3rd Fl _____

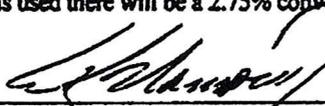
Basement _____

I hereby certify that I shall conform to the Zoning Ordinance, Building Codes, Erosion Ordinance, Chesapeake Bay Preservation Ordinance and the Water and Sewer Construction Specifications of Spotsylvania County. NOTICE: The Permits must be displayed on the premises. The permits are void if construction is not started within six (6) months of permit issuance. Any application inactive for six months is subject to being voided.

Accepted Forms of Payment: Please be advised that the only forms of payment currently accepted by the Code Compliance Department are Check, Money order, *Debit, and *Credit. *If Debit/Credit is used there will be a 2.75% convenience fee added to the total amount due.


 Applicant's Signature Required

THOMAS LORD
 Applicant's Printed Name


 Landowner's Signature Required

Albert R. Weaver Jr.
 Landowner's Printed Name

Application Verified

Date: 2/13/12 By: AM



Application Designated Contact

The following person is the primary point of contact for all questions that may arise during the plan review process.

Applications will not be accepted without this information.

NAME: THOMAS LORD

MAILING ADDRESS: 7627 Bryn Mawr Rd.
Henrico, VA 23229

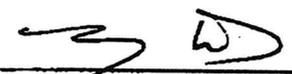
DAYTIME PHONE # (423) 504-0675

FAX NUMBER: (804) 288-4779

E-MAIL (optional): THOMAS ALORD@AOL.COM

This person is the (circle one):

- Land Owner
- Contractor
- Design Professional
- Other: _____


Applicant's Signature

02/11/13
Date

THOMAS LORD
Applicant's Printed Name

For Office Use Only

Zoning Department

Zoning Use RR

Approved - Date of Approval 2/21/13 Disapproved - Date of Disapproval _____

Remarks
ZON APP FOR PORCH + DETACHED GARAGE PER ZON ORD SEC
23-5.1.2(a) + 23-5.2.2(B)

FEES:

Zoning Cert. 170 Site Plan Review _____ Sub Total _____

[Signature]
Authorized Signature

Environmental Department

Bond Amount _____ Bonding Secured (Y/N) _____ CASH INS. CREDIT

Approval Date _____

Authorized Signature _____

FEES:

Environmental _____ Utility _____ Inspection Fee _____

Sub Total _____

Building Department

ZONING ACCESSORY REVIEW CHECKLIST

APPLICATION NUMBER:

Rec B-0214

TAX MAP NUMBER:

54C 112

- 1. Check Tax Map for Zoning District and Overlays
- 2. Check Tax Map/CRW/AS400 for Rezoning/Special Use
- 3. Check if located in RPA and if approved by Erosion or Chesapeake Bay (If not approved, take to RR for distribution)
- 4. Complete specific accessory type below
- 5. Stamp approval and sign plans
- 6. Enter fees in CRW
- 7. Fill out information on application including fees and Zoning Ordinance section number allowing approval
- 8. Route for Quality Check
- 9. Enter approval in CRW
- 10. Enter any notes in Chronology if and why being held for more information, with date and time of contact

Accessory:

- 1. Calculate square footage of accessory
- 3. If garage, verify rooms are not for living space (ie.: bedroom, full bath, kitchen).
- 4. Check for ROW due to road widening that may affect setback
- 5. Verify and circle setbacks

Indian Acres: (A-2 Zoning)

- 1. Calculate square footage of structures—can not be more than 160 sq. ft. each
- 2. Structures can not touch
- 3. Approval from Indian Acres (Can be Trudy McCall's signature as landowner)
- 4. Verify and circle setbacks
- 5. Section to approved with on application and CRW, "...in accordance with 1977 BZA decision

Dock: (Lake Anna) (No setbacks)

- 1. Have two packets with George O'Connell's signature if located on Lake Anna
- 2. Stamp approval on same page as Erosion or Chesapeake Bay approval

Finished Basement: (Interior/Reno Only)

- 1. Calculate square footage – if not on plan, get from Building or call applicant

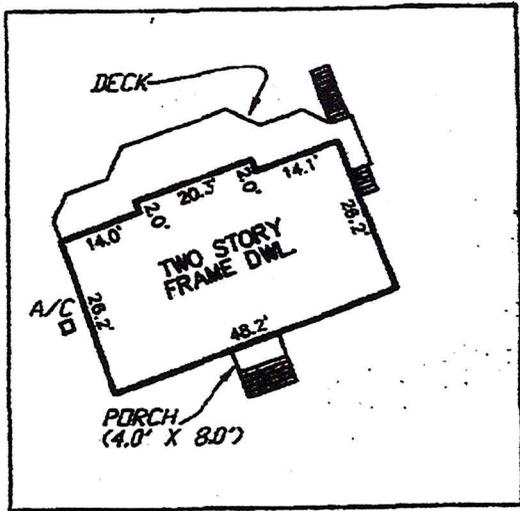
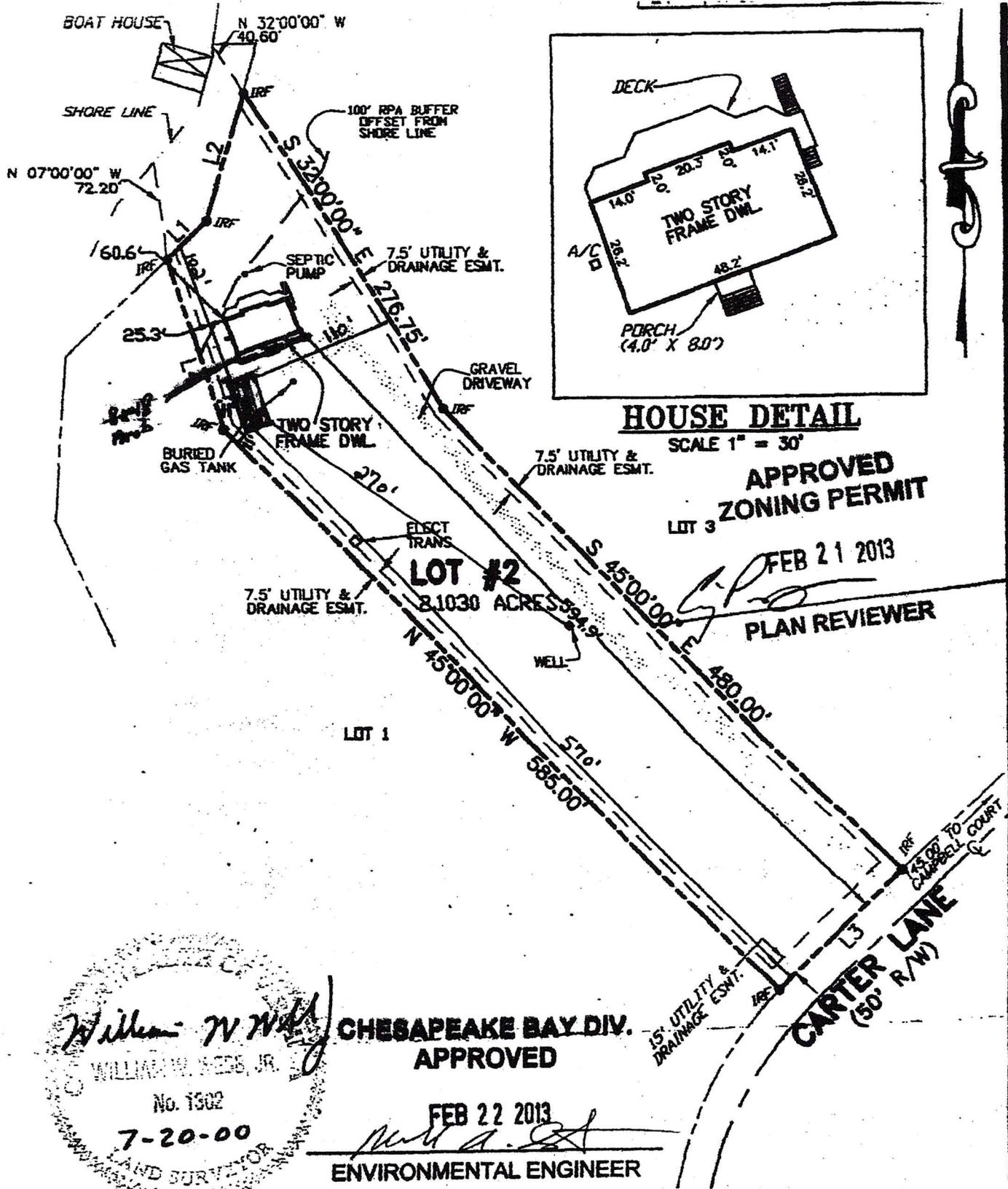
Mobile Home Park:

- 1. No setbacks—must be located within lot

Meter:

- 1. Must contain letter that has been approved by RR
- 2. Fee is \$150-Temporary Electric under Zoning Other fees

Received: _____



HOUSE DETAIL

SCALE 1" = 30'
APPROVED ZONING PERMIT
 LOT 3

FEB 21 2013
 PLAN REVIEWER

William W. Weis, Jr.
 WILLIAM W. WEIS, JR.
 No. 1502
 7-20-00
 LAND SURVEYOR

CHESAPEAKE BAY DIV. APPROVED

FEB 22 2013
[Signature]
 ENVIRONMENTAL ENGINEER

HOUSE LOCATION
LOT 2
"KELLY'S LANDING"
SUBDIVISION
LIVINGSTON DISTRICT
SPOTSYLVANIA CO., VA.

- NOTES:**
1. NO TITLE REPORT FURNISHED
 2. EASEMENTS NOT SHOWN MAY EXIST
 3. UNDERGROUND UTILITIES AND SUB-SURFACE FACILITIES NOT LOCATED
 4. THIS SURVEY DOES NOT ADDRESS WETLANDS, TOXIC OR CONTAMINATED WASTE OR SOIL CONDITIONS NOR HAVE ANY REPORTS, STUDIES, ETC... BEEN FURNISHED TO THIS OFFICE OR OTHER

SCALE 1" = 100' JULY 20, 2000

Residential
 Addition
 Erection
 Ches Bay

County of Spotsylvania
RESIDENTIAL PERMIT APPLICATION
 Community Development Division
 9019 Old Battlefield Blvd. 3rd Floor
 Spotsylvania, Av 22553

App. Fee: _____
 Assessed: _____
 Date: 02/13/2013

Phone (540)507-7222 Fax (540) 507-7282 *touches \$1000*

APPLICATIONS WILL NOT BE ACCEPTED UNLESS FILLED OUT COMPLETELY. PLEASE PUT NA, IF IT DOES NOT APPLY TO YOUR PROJECT.

Prior to Permit Issuance the following items are required if marked: **FILLED OUT BY STAFF**

- Copy of VA State Contractor's License
- Copy of Spotsylvania Business License
- Tradesman Statements for Elec Plumb Gas HVAC Tank Affidavit
- Proof of Ownership LPA Commercial Affidavit Landowner Affidavit
- Other

FEB 13 2013

Project Description 24 X 36 Detached Garage
+ 8 X 48 FRONT PORCH
 Applicant _____

Co. of Spotsylvania, VA
 Code - Compliance

Name: THOMAS LORD Address: 7627 Bryn Mawr Rd., Henrico, VA 23229

Phone #: 423-504-0675 Fax #: 804-288-4779 Email Address: THOMASALORD@AOL.com

General Contractor

Name: Ogburn Construction, Inc. Address: 7627 Bryn Mawr Rd., Henrico, VA 23229

Phone #: 804-909-4779 Fax #: 804-288-4779 Email Address: ogburn.david@gmail.com

Landowner

Name: AL Nainoa Address: 6328 Carter Ln., Mineral, VA 23117

Phone #: 703-293-7248 Fax #: _____ Email Address: _____

Mechanic's Lien Agent

Name: _____ Address: _____

Phone #: _____ Fax #: _____ Email Address: _____

Electrician

Name: David Gregory - Goshen Electric Address: 1431 Doodle Creek Dr., Montpelier, VA 23152

Phone #: 804-337-0763 Fax #: _____ Email Address: GOSHENELECTRICINC@gmail.com

Plumber

Name: _____ Address: _____

Phone #: _____ Fax #: _____ Email Address: _____

HVAC Contractor

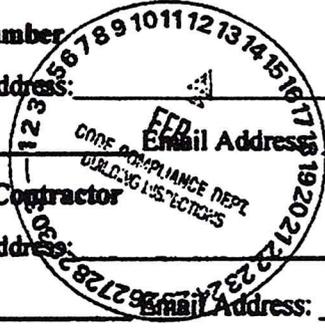
Name: _____ Address: _____

Phone #: _____ Fax #: _____ Email Address: _____

LP Tank Contractor

Name: _____ Address: _____

Phone #: _____ Fax #: _____ Email Address: _____



RES13-0219

KELLY'S LANDING, LOT 2

6328 CARTER LN

DEBURN CONSTRUCTION

For Office Use Only

Notification Designated

Zoning Department

Zoning Use _____

Approved - Date of Approval _____ Disapproved - Date of Disapproval _____

Remarks _____

FEES:

Zoning Cert. _____ Site Plan Review _____ Sub Total _____

Authorized Signature _____

Environmental Department

Bond Amount _____ Bonding Secured (Y/N) _____ CASH INS. CREDIT

Approval Date _____

Authorized Signature _____

FEES:

Environmental _____ Utility _____ Inspection Fee _____

Sub Total _____

Building Department

Bs.	_____	R5-SB
1st	_____	NA SOIL
2nd	_____	0-BR
3rd	_____	NO-ELEV.
Garage	864	8X48 PORCH.
Porch	384	24 X 36 GARAGE
Deck	_____	VUSBC 2009
Other	_____	
sq. ft.	1248	
x	38	
Bid \$	474.24	
Elect	_____	
Plum	_____	
Mech	_____	
Rev.	_____	

APPROVED
Spotsylvania

FEB 15 11

PLANS REVIEW
BUILDING DEPT.

Job Site Information
 Tax Map 54B-100 Block 1 Community Development Div Livingston Voting District 54C
 Lot/Parcel 2

Physical Address: 6328 Carter Lane, Mineral, VA 23117 Subdivision Kelly's Landing

Is this a Gated Community? Yes No If yes, please note Gate Code for Inspections: 4598

Project Description: 24 x 36 Detached GARAGE AND FRONT PORCH

New Manufactured Home
 Single Wide Double Wide Triple Wide
 Length _____ Width _____
 Serial # _____
 Year _____ Make _____

Project Value (Less Land Value) \$31,000.00
 Ext Wall Vinyl Foundation Concrete Roof Covering Metal
 # of Stories 1 # Full Baths 0 # Half Baths 0
 # Bedrooms 0 Fuel Type 0 Air Cond. (Y/N) N
 Heat Type N/A # Fireplaces 0 # Flues 0

New Single Family Home
 SFH Modular Townhouse/Duplex
 Overall Length _____ Width _____

Gas Logs Lines Tank Heater
 Water Source Private Sewer Source Private

Other Residential Projects
 Interior Reno Addition Accessory
 Addition: Length _____ Width _____
 Deck: Length _____ Width _____
 Garage/Shed: Length 24 Width 36
 Porch: Length 48 Width 8
 Select One: Screened Open
 Other _____ Length _____ Width _____

Elec. Ser. Amps 60 Elec. Power Co. _____
 Roof Type - Manuf Truss Yes No
 Floor Type - Manuf Truss or Eng Product Yes No
 Crawl Slab Basement
 Basement: Finished Unfinished - Sq. Ft. 0
 Garage: Attached Detached None

List each room in house by floor:
 1st Fl GARAGE
 2nd Fl _____
 3rd Fl _____
 Basement _____

I hereby certify that I shall conform to the Zoning Ordinance, Building Codes, Erosion Ordinance, Chesapeake Bay Preservation Ordinance and the Water and Sewer Construction Specifications of Spotsylvania County. NOTICE: The Permits must be displayed on the premises. The permits are void if construction is not started within six (6) months of permit issuance. Any application inactive for six months is subject to being voided.
 Accepted Forms of Payment: Please be advised that the only forms of payment currently accepted by the Code Compliance Department are Check, Money order, *Debit, and *Credit. *If Debit/Credit is used there will be a 2.75% convenience fee added to the total amount due.

[Signature]
 Applicant's Signature Required
THOMAS LORD
 Applicant's Printed Name

[Signature]
 Landowner's Signature Required
Albert R. Weaver Jr.
 Landowner's Printed Name

Application Verified
 Date: 2/13/12 By: [Signature]
 Updated on 12/13/2011

CONTRACTUAL AGREEMENT2/1/2013

Customer Name: Al Nainoa Building Size: 24x36x8
 Current Address: 6328 Carter Ln
Mineral Va 23117
 Site Address: _____
 County: Spotsylvania
 Customer Home Phone: 703-273-7248 703-217-2137 Other Phone: ~~703-636-6396~~ gate 4598

The total price to be paid is subject to additions or deductions as specifically provided for in this agreement, or as may be mutually agreed upon in writing. Progressive payments listed below will be due upon request by Contractor, provided that the listed work for each payment requested has been substantially completed, within 3 days after notice of completion. At final inspection payment Owner will give to Contractor a "punch list" of any items which may need adjustment, repair or completion, which the Contractor will complete promptly. If there is a delay in any payment due Contractor, which is caused by the Owner or Owners agent, then Owner agrees to pay Contractor interest of 9% per annum (prorated per diem) on the unpaid balance until paid.

1. **Work Changes:** Any modifications or other changes must be approved by Contractor. Contractor may require that the Owner pay for the cost of changes prior to the change being made. Changes may also delay the completion of the Addition. The Contractor reserves the right to make minor adjustments to dimensions and the placement of walls, roof and cornice heights and structural bearing points to better facilitate the use of labor, materials and integrity of the structure, or to meet IBC codes.
2. **Insurance:** Owner will provide a home owners/builder's risk insurance policy in an amount equal to the total cost of the improvements, with loss payable to protect both Contractor and Owner as their interests may appear which will include theft coverage of materials. Contractor will maintain his continuous coverage of Workmen Compensation Insurance and General Liability Insurance.
3. **Warranty:** Contractor warrants that all work completed under this contract shall be in accordance with the terms therein and with normal standards of construction on all workmanship and all materials provided by Contractor for a period of one year from date of final inspection. Service of warranty will be in effect after final payment for substantial completion is made by owners. Substantial completion shall be defined as 2% of total contract price. Contractor is not liable for cracking in concrete due to the inherent nature of Concrete.
4. **Inspection:** The improvements, including all fixtures and equipment shall be inspected by Owner prior to taking possession. Possession shall constitute acceptance and full completion of Contractor's obligations in this contract, except as may be agreed to by Owner and Contractor in writing prior to occupancy. The Contractor's Warranty shall survive possession and final settlement.
5. **Possession:** Owner shall have no right of possession until the contract price has been paid in full, except as agreed upon in writing by all parties.
6. **Visiting the Site:** Owner agrees not to interfere with, or disrupt, any work crews. Any negotiations with subcontractors or workers regarding their work or any changes will be handled only through the Contractor.
7. **Termination:** If the Owner fails to make a payment when due, or is otherwise in default, the Contractor may suspend further work on this job until default is remedied or Contractor may terminate this contract because of Owner's default. Contractor shall proceed to perform this contract continuously and with due diligence. If the Contractor abandons this job, is negligent, performs work in a substandard manner or contrary to the plans and specifications contained herein Owner may terminate this contract with cause after giving the Contractor written notification and a 10 day period to correct the problem. If this contract is terminated by either party the Contractor will be reimbursed by the Owner for the costs of any work which has been completed up to date of termination.



Customer's Initials _____

Name: Al Nainoa

Contractor's Initials _____

INFO SHEET

Name: Al Nainoa

ROOF	
Overhangs	Eaves & Gables
Overhang Size	12"
Roof Type	29 Gauge Roof Metal
Metal Roof Color	Patina Green
Cupola or Weathervain	N/A

WINDOWS	
Window Qty	4
Window Size	2'8" x 3'10"
Window Type	PlyGem- w/Screens & Grilles

LEAN-TO	
Lean-To Type	N/A
Lean-To Width	0
Lean-To Length	0

SIDING	
Siding Type	Vinyl Siding
Metal Siding Color	N/A
Metal Trim Color	White (889)
Vinyl Siding Color	White
Vinyl Siding Type	Comfort
Vinyl Siding Profile	DSDL
Vinyl Siding Trim Color	White
Soffit Color	White
Soffit Type	D5 Standard Soffit

DOORS	
Metal Entry Door Qty	1
Entry Door Size & Type	6' x 6'8" 15-Light metal
Entry Door Orientation	N/A
#2 Entry Door Size & Type	N/A
#2 Entry Door Orientation	N/A
#2 Entry Door Qty	0

GARAGE DOORS	
Garage Door Qty	3
Garage Door Size & Type	9' x 7' Value Series Plus - T511
Gargae Door Window	Madison 611 - Classic
Garage Door Opener	3255 - Chain Drive
#2 Garage Door Qty	0
#2 Garage Door Size & Type	N/A
#2 Gargae Door Window	N/A

STRUCTURE	
Building Depth - Truss Span	24
Building Width	36
Wall Height	8
Number of Stories	1
2nd Story Wall Height	0

Roof Pitch	6/12
Truss Centers	48
2x4 Purlins	YES
Gable Trusses	2

Wainscot	NO
Wainscot Size	0

Garage Door Header Bearing Trusses	YES
Garage Door Wind Panel	24" - 48"
Steps with Angle	NO
Steps In-Line with Joists	NO

EXTRAS	
Site-Work	INCLUDED

Concrete - Cubic Yards	75
Concrete Depth	4"
Stone Base - (Tons)	84

Overhead Powerlines	NO
---------------------	----

Power Supplied by Homeowner	NO
-----------------------------	----

Interior Build-Out	NOT INCLUDED
--------------------	--------------

Plans	INCLUDED
-------	----------

Electrical	INCLUDED
------------	----------

Permit by OCI	INCLUDED
---------------	----------

Survey by OCI	NOT INCLUDED
---------------	--------------

Wall Insulation	0
-----------------	---

Roof Insulation	N/A
-----------------	-----

Sheetrock - Square Footage	0
----------------------------	---

BT



Customer's Initials _____

Contractor's Initials _____

8. **Costs of Enforcement:** Any party failing to comply with the terms of this contract shall pay all expenses, including a reasonable attorney's fee, incurred by the other party to this contract as a result of such failure.
9. **Full Agreement:** Other documents which are considered part of this agreement shall be the *Plans*. *This Contract represents the entire agreement between the parties, and no other agreement, verbal or otherwise, shall be binding upon the parties unless it is in writing and is incorporated in this contract.*
10. **Definitions & Notifications:** Whenever used, the singular shall include the plural, the plural the singular and the use of any genders shall include both parties. Ogburn Construction, Inc. is licensed in Virginia as a Class "A" General Contractor.
11. **Severability:** In the event that a court of competent jurisdiction should rule any provision or part of this agreement is void or voidable, then all remaining provisions of this agreement shall remain in full force and effect as if the parties had originally executed this agreement without said offending provisions.
12. **Access:** Customer must provide uninterrupted access to the site for delivery and construction of building. Contractor is not liable for any damage to existing driveways.
13. **Site work:** Contractor is not liable for unforeseen cost such as hidden rock or stumps and customer understands that additional charges may apply for removal. Contractor agrees to inform customer in advance before doing work if additional cost exceeds \$250.00. Contractor assumes that soil is load bearing and is not liable for Engineering or additional cost associated with new design should a soil analysis test be required.
14. **Concrete:** Customer agrees to pay for any additional concrete necessary to complete job beyond what is specified below. The cost specified below does not account for soft soil, roots, or any other impurity that would create a need for additional concrete. This additional cost will not include any labor charge, only the cost of the concrete itself.
15. **Unforeseen Costs:** Customer is responsible for any and all costs over and above contracted amount for items that are considered unforeseen costs. (i.e. county required surveys, utility line adjustments, soil analysis etc.)
16. **Disclaimer:** Due to natural inflation and constant change in material costs, the total contract price listed below is only valid if signed by both parties within fourteen (14) days of receipt of this contract.

Accepted and signed Date: 2/15/2013

in consideration of the mutual terms, covenants and conditions contained herein, the parties agree as follows.

Total:	\$	45,430.78	Deposit:	\$	4,543.08
Due upon completion of foundation:	\$			\$	10,346.00
Due upon material delivery:	\$			\$	18,172.31
Due upon substantial completion of framing :	\$			\$	4,074.95
Due upon completion of electrical, insulation, plumbing, and/or sheetrock:	\$			\$	4,074.95
Due upon completion of garage doors:	\$			\$	4,219.50

BS *AP*

Customer's Initials ABH
Contractor's Initials BJ

Name: Al Nainoa

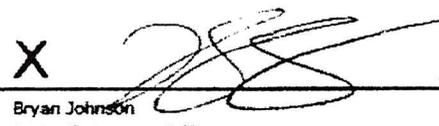
Electrical Description
price includes 60 amp sub panel
Price includes (6) 110 outlets
Price includes (6) fluorescent lights
Price includes wiring for exterior coachlamp at entry door. Customer provides fixture

Access to Site
Existing driveway

Site-Work Description
Price includes taking down of 6 trees. Trees remain on site to be stacked at top of hill
Price includes cut and fill for 24x46 garage building pad and cut swell around building on left side
Price includes cut and fill for 20x36 turnaround pad with stone
price includes additional 20 ton load of stone for driveway spread

Interior Build-Out Description
N/A

X 
Customer

X  2-1/13
Bryan Johnson
Senior Estimator - OCI

Because you mentioned real estate and during sale they require a survey you can not mis it on angled part it could hurt sale or ruin it that is not a threat we just thought may it would give us some thing so neither had to ask for favor but you chose to threaten me with court?



You would be the

EDWARD F. YOUNGER

Attorney At Law

9130 Courthouse Road

P. O. Box 2200

Spotsylvania, Virginia 22553

eyounger@youngerlaw.com

Tel: (540) 582-6885

Fax: (540)582-6721

January 6, 2020

Paul and Mary Jackson
6626 Williams Lane
Spotsylvania, Virginia 22551

**Re: Mr. and Mrs. Nainoa
6328 Carter Lane, Mineral, Virginia 23117 / Boundary Line Adjustment**

Dear Mr. and Mrs. Jackson:

I represent Mr. and Mrs. Nainoa in reference to the receipt of your letter dated October 25, 2019. They accept your proposal to pay you Four Thousand Dollars (\$4,000.00) for 400 square feet of land on the adjacent parcel. That would include the 63 square feet of encroachment. The boundary line square feet is agreed to, but the boundary line has to be one consistent with the professional opinion of the engineer as to the shape and configuration of the 400 square feet.

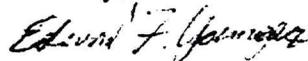
My clients would like to have the tree trimmed/pruned, as the tree is healthy, therefore they will need the right of access to the tree from your lot. You may have the wood from the tree for firewood, if you want it. The agreement would also require the two of you to sign any documents necessary or helpful to completing the boundary line adjustment and all county or court documents necessary.

My clients would pay for the boundary line adjustment application of \$1,840.00 and my clients would be using Webb and Associates for the surveyors. The payment of the \$4,000.00 and trimming/pruning of the tree are contingent on getting all necessary paperwork completed with the county and the courts concerning the recordation. Time is of the essence of this agreement. Please advise if this is acceptable to you within ten (10) days or this offer will be withdrawn. If you both agree to the terms of this letter, please sign and date acknowledgment of your agreement.

Agreed: _____ Date: _____

Agreed: _____ Date: _____

Sincerely,



Edward F. Younger

EFY/rdy

cc: Mr. and Mrs. Nainoa



Spotsylvania County Planning and Zoning Department Notice of Violation and/or Notice to Comply

2019 Old Battlefield Blvd., Suite 320
Spotsylvania, VA 22553

Phone: (540) 307-7404
FAX: (540) 307-7261

http://www.spotsylvania.va.us

Case # ZV19-0404 Date of Notice: 3/13/2020 Date(s) of Offense: 10/11/2019 & 3/13/2020

Location of Offense: 3825 CARTER LN Tax Map: 54C-1-2

Property Owner:

Name: ALBERT K NAINOA JR &
KATHLEEN A NAINOA
Address: 3825 BEVAN LANE
FAIRFAX, VA 22030

OTHER PARTIES RESPONSIBLE FOR VIOLATION: (if applicable)

You are hereby notified that you are in violation of the County and/or State Code Sections as listed and directed to take prompt corrective action(s) as specified below:

CODE SECTION VIOLATED	NATURE OF VIOLATION	CORRECTION REQUIRED	COMPLIANCE DATE
Spotsylvania County Code Section 22-52.3(7)(B)	Constructing a residential accessory structure closer than ten (10) feet from the side and/or rear lines	Relocate the accessory structure to meet the side and/or rear minimum setback of ten (10) feet within 30 days of the date of this notice	4/12/2020

Corrective action must be taken by the compliance date(s) specified in this notice. County and/or State Code may require that you be given Notice of Violation or Notice to Comply. This notice is intended to be such notice. Failure to respond as directed may result in legal proceedings against you. The County of Spotsylvania is committed to working cooperatively with you by explaining the nature of the violation(s) and ordinance(s) noted above. If you have any questions and/or concerns regarding the notice of violation or how to gain compliance, we would encourage you to please e-mail (preferred) or call the Code Enforcement Officer with the contact information listed on this notice.

Spotsylvania Code Section 22-52.3(7)(B) Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than \$100 nor more than \$500.

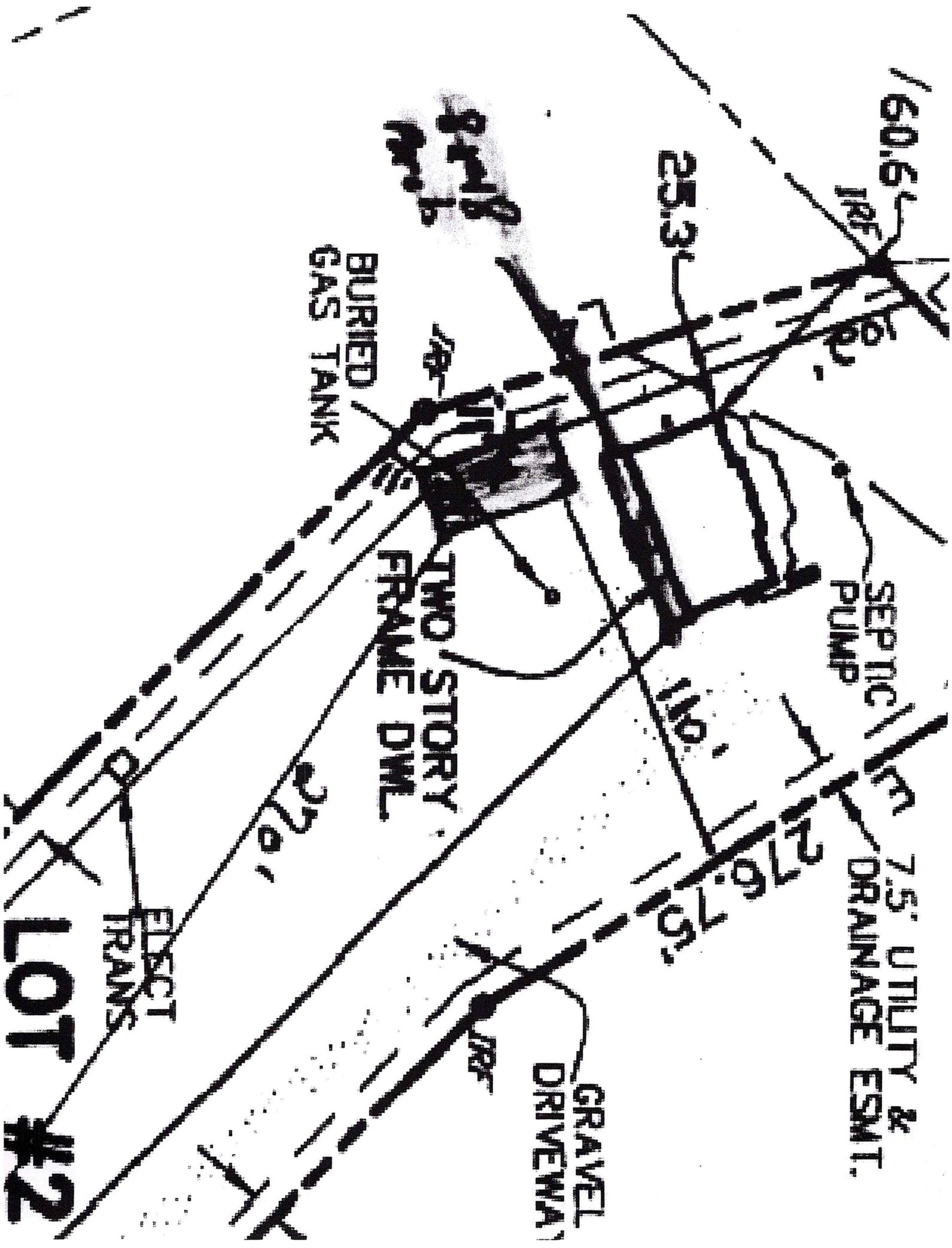
Spotsylvania Code Section 22-52.3(7)(B)
Spotsylvania Code Section 22-52.3(7)(B)
Spotsylvania Code Section 22-52.3(7)(B)

BY: Dona Blingard
DATE: 3/13/2020

DONA BLINGARD, Code Enforcement Officer
Email: dblingard@spotsylvania.gov

NOTICE DISBURSED: Call Center Direct Mail Email In Person Other

Please note: Your signed copy of this notice is required to be filed with the County Clerk's Office. If applicable, please file in your local jurisdiction.



160.6'

10' SETBACK

25.3'

SEPTIC PUMP

7.5' UTILITY & DRAINAGE ESMT.

110.1'

127.6'

105'

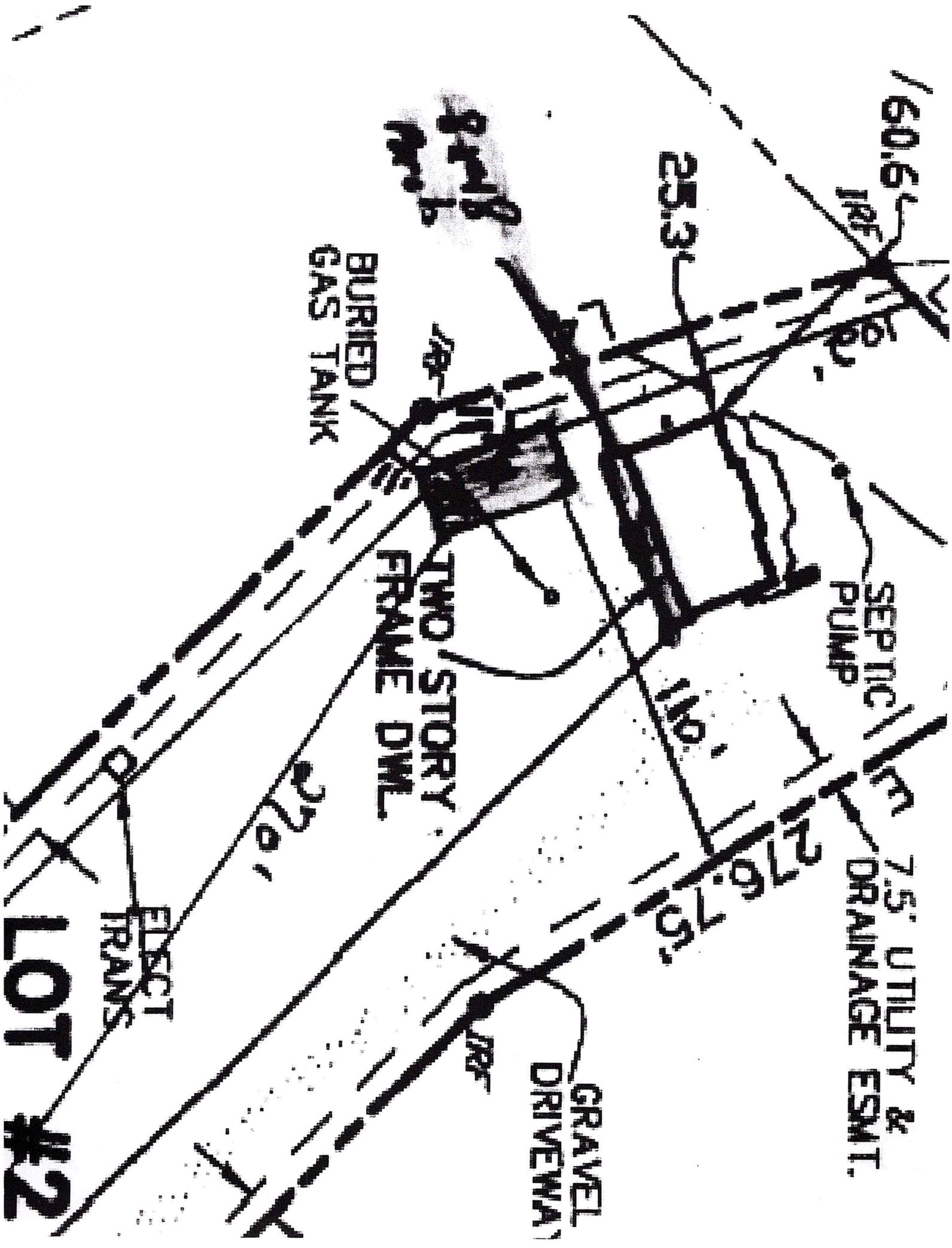
BURIED GAS TANK

TWO STORY FRAME DWL.

GRAVEL DRIVEWAY

ELECTRICALS

LOT #2



160.6' REF

25.3'

BURIED
GAS TANK

TWO STORY
FRAME DWL.

SEPTIC
PUMP

7.5' UTILITY &
DRAINAGE ESMT.

GRAVEL
DRIVEWAY

LOT #2

ELECT
TRANS

270'

110'
122'
126.7'

7.5' UTILITY &
DRAINAGE ESMT.

GRAVEL
DRIVEWAY

ELECT
TRANS

LOT #2

SEPTIC
PUMP

TWO STORY
FRAME DWL

BURIED
GAS TANK

60.6'

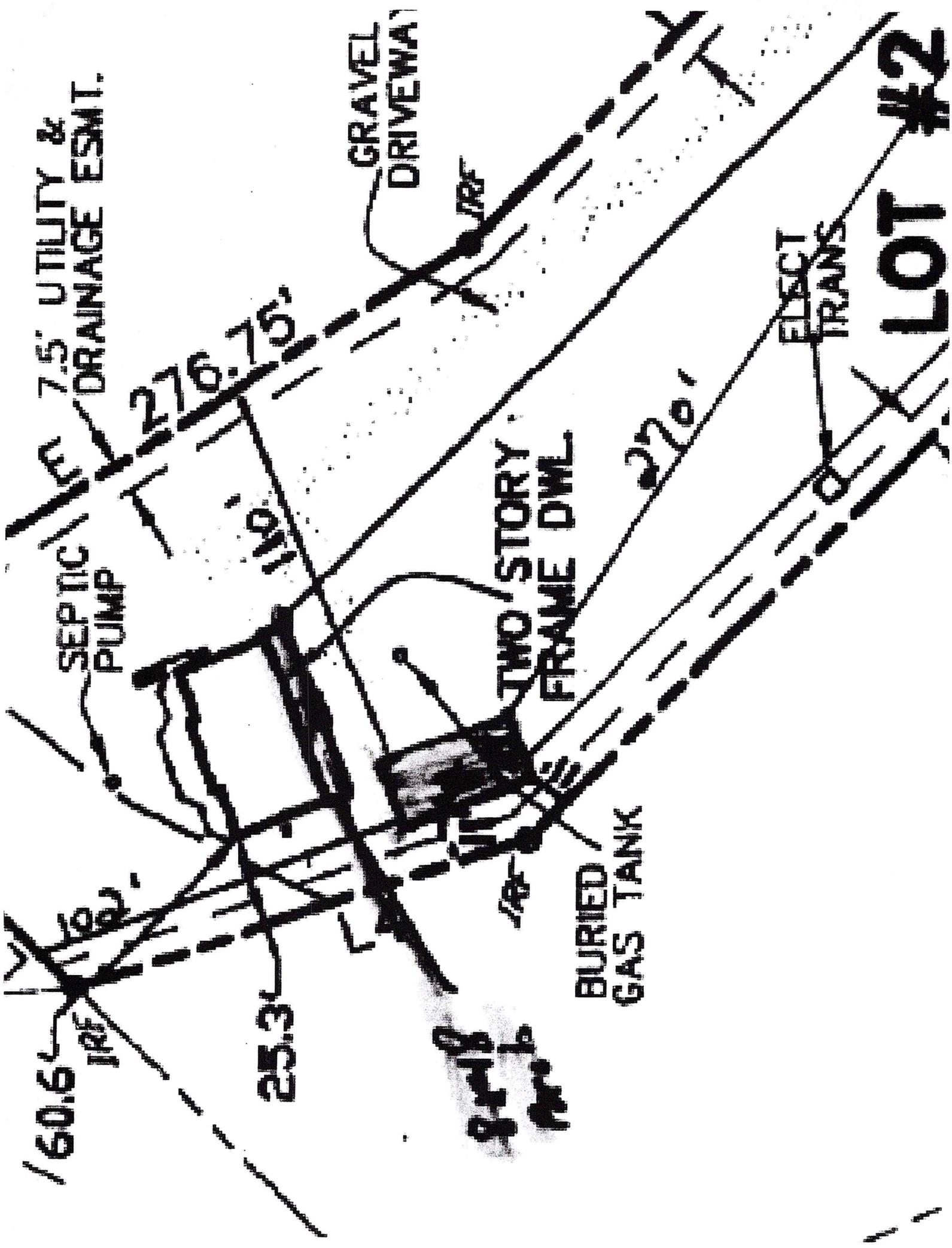
172.0'

25.3'

110'

270'

9x18
10x16



7.5' UTILITY &
DRAINAGE ESMT.

GRAVEL
DRIVEWAY

ELECT
TRANS

LOT #2

TWO STORY
FRAME DWL

BURIED
GAS TANK

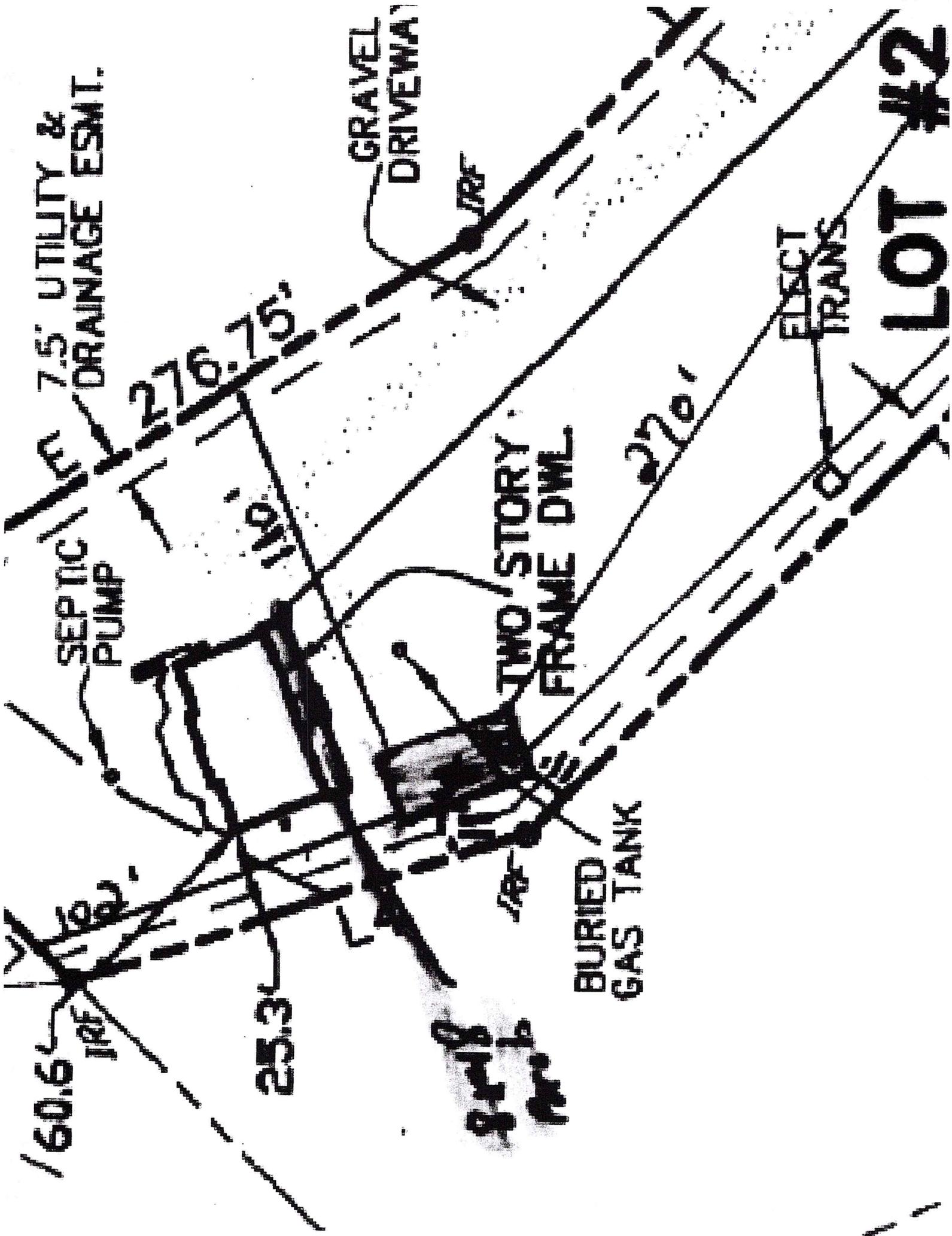
SEPTIC
PUMP

60.6'

25.3'

110'

270'



BLA AREA SWITCH

Email with
Proposed Boundary
Line adjustment

From: Norman Cox (arrowheadcurt@aol.com)

To: jacksonwm6166@yahoo.com

Date: Friday, February 7, 2020, 04:34 PM EST

Please review. I sent drawing to neighbor also. For the pier, it might be easier if you give me a drawing with distances. Thanks, Curtis

-----Original Message-----

From: Wes & Mary Jackson <jacksonwm6166@yahoo.com>

To: Norman Cox <arrowheadcurt@aol.com>

Sent: Tue, Feb 4, 2020 2:07 pm

Subject: Re: distances to proposed pier

could I just make the distance to dock 40 feet ? would that keep the water line that goes out from property at 16 foot distance from pier ?.then could I make the dock 82 feet from land? ,then dock would be 33 feet out from land this side?.pier can be longer than 40 feet it just can not be bigger than a certain amount of square feet . it can not be out in cove more than 1/3 with ruler I get 120 feet wide cove . dock can start somewhere on our property around 18 feet from property line with it being 5 feet wide. I hope you can understand this and it works out in computer and looks good what is your thoughts do you think this will work ,also if you want to just hand draw on paper with distances and I will send him it in email he said he would look at first and make sure it was okay before you print it and I send in paper work

thanks

Wes

On Sunday, February 2, 2020, 12:29:56 PM EST, Norman Cox <arrowheadcurt@aol.com> wrote:

-----Original Message-----

From: Wes & Mary Jackson <jacksonwm6166@yahoo.com>

To: Norman Cox <arrowheadcurt@aol.com>

Sent: Sat, Feb 1, 2020 11:58 am

Subject: this is what i am thinking ?



SCANS0438.PDF

122.5kB



- 3rd bay on garage not
accessible due to design