PUBLIC

CORRESPONDANCE

Dear Board of Zoning Members,

We felt it necessary to communicate with you why we are opposing the variance request being made by the Nainoa's. Ultimately the property owners are responsible to make sure that their contractor of choice has followed all codes when building an accessory structure. The fact that this garage does not meet the required county setback requirements is not a construction error on behalf of Ogburn Construction, Inc., but a self created problem caused by a set of poor decisions as shown by the Nainoa's.

Back Ground

We purchased Lot 1 of Kelly's Landing on July 2, 2018 in hopes of building our retirement home in the future. After purchasing the property in 2018 we had a survey done to identify the property line between us and the Nainoa's as we were cleaning a pathway for a walkway down to the waterfront and didn't want to cross over on the property lines. We had the survey done by Cox Survey's on July 30, 2018 to clearly identify the property line, **Exhibit A & A1, Plat line, July 30, 2018.** After discovering the measurements of their garage by the survey, my husband, Paul informed Mrs. Nainoa in 2018 when he saw her at the property that the garage did not meet the required setbacks.

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

As referenced by Mr. Leming, the Nainoa's had a detached garage constructed in 2013 by Ogburn Construction, Inc. The contract referred to as, Exhibit B, in the applicant's packet shows the survey by Ogburn Construction, Inc. is **NOT INCLUDED in their contract, which** is **initialed by the applicants acknowledging a survey was not included**. Item 15 in this same contract states, "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." Again, this page is initialed by the applicants. The applicant's chose to utilize the survey from their house placement in 2000 rather than have a survey done to properly place the 24 X 36, $45,000+ structure in a confined space and 1' from setback line to meet county building codes in regards to setback requirements, **Exhibit B & B1, GIS Arial Eagle View 2018.**

A hand drawn sketch of the garage was submitted stating that it would be 11' from the property. The county approved the application based on the appearance of the permit application that the structure would meet county codes of setback. The county did the appropriate inspections of the structure itself to meet building codes, but the county inspectors themselves do not verify distance to property lines. This information is

reflected in the check list the Building Department provides to citizens and builders to follow when new construction or accessory structures are being built. This check list tells you everything required to obtain a permit. The "Agreement In Lieu of Plan" document that reflects minimum standards shows on item 4, that any residential accessory structure may extend into required rear and side yards, but shall be located no closer than ten (10) feet from the rear and side yard lot lines", **Exhibit C, Agreement In Lieu of Plan document**.

The Nainoa's chose to let the builder place the structure relying on a construction worker with a measuring tape instead of surveyor with the proper equipment. Even with the site survey they submitted with their application to construct the garage depicts the questionable area of the angle on the property lines. The Nainoa's agreed to these plans knowing **the area in which the garage was to be constructed presented numerous obstacles since there was only two rods for identifying the property line that were out of sight and approximately 500' apart; there was a 30 degree turn on the property line making measurement crucial for placement because of the turn; the confined space for a 24' X 36'structure to be built and knowing that the plans you submitted reflected only 1' away from actual setback requirements creates a scenario that even the most experienced builder would find impossible to place.** Yet, the Nainoa's chose to rely on a construction worker with a tape measure to place the garage appropriately and saw nothing wrong with this decision. That shows that they accepted the responsibility for the decision made of the placement of the structure.

Their own application submitted states, "that the OCI employee measured the distance of the constructed garage on multiple occasion 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. <u>The measurement was invariably at least 11'. 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."</u> A text message received from Mrs. Nainoa reflected a survey that OCI had ordered in 2019 to verify the structure after the Nainoa's contacted them that reflects that the one edge of the garage is only 10' from the property line and not 11' as stated or measured by the previous employee of Ogburn Construction, **Exhibit D, text reflecting survey provided by Ogburn Construction reflecting 10' exactly at the one end and the section proposed to be removed**. Again, a poor choice the Nainoa's made to rely on this person with a tape measure rather than paying a small fee for a survey to protect themselves and ensure the appropriate placement of an accessory structure in an area with numerous obstacles that is costing them over $45,000.

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

The Nainoa's were told verbally in 2018 that their garage did not meet setback requirements when we had the survey done. Prior to this time, the previous owners were deceased. The gentleman passed in 2006 and the wife later passed away in 2016 and the land was inherited by their children that did not reside in the state. The property was listed on the market for 458 days before we purchased it.

Jackson commissions a survey in September 2019 which reveals that the garage is approximately 6'9" from the neighboring property line

The original boundary line as shown July 30, 2018, in our **Exhibit A,** was given to the Code Enforcement Office, but was not acceptable since it was not a certified copy. In September 2019 we paid Mr. Norman Cox of Cox Surveys to provide a certified copy of the boundary line between our two parcels as requested from the Spotsylvania County Code Enforcement Department. We received a certified copy of this same survey on October 2, 2019 as the county requested that the survey be a certified copy.

In September 2019, we did in fact inquire with the neighbors about setback areas at the water front via text message. Mrs. Nainoa informed us that her realtor advised them not to do this because this would lower the value of their real estate. I confirmed via text that we understood and we would work with Perry Agee on what is allowed by Dominion; as is required by anyone to add a structure on Lake Anna. My husband texted them regarding the garage and explained that since they were working with a real estate agent to confirm if this was something that could hamper their sale if a survey was done. Something that he pointed out that their own real estate agent should have advised them. He informed them thru text that he was willing to work with them on this issue even without the waterfront area that he originally inquired about.

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

In October 2019 I was asked by Dena Slingerland, Spotsylvania County Code Enforcement Officer, to reach out to the Nainoa's to let them know that we were willing to work with them for a boundary line adjustment. We sent a letter to the Nainoa's dated October 25, 2019, **EXHIBIT E, E1 & E2, Letter to Nainoa's offering property for**

sale via certified mail to both their home address and their vacation home address, which was later returned from the vacation home as no one ever signed to receive the envelope.

We finally heard from the Nainoa's in December about a boundary line adjustment as stated in my email to Dena Slingerland to provide an update of any and all communication, **Exhibit F, Email reflecting contact.** The Nainoa's **NEVER** attempted to acquire just 63 square feet of land from us. As identified above, we sent a letter to the Nainoa's attempting to sell the necessary land to meet setback requirements and to encompass a tree that is about 100' tall and 3' to 4' wide due to the liability that has been forced upon us because of the location of the garage that was constructed in 2013 and the Nainoa's failing to meet the correct setback requirements. After receipt of the letter we began exchanging text messages with the Nainoa's trying to work this out together so their structure would be in compliance. Throughout October 2019 to December 2019 there were numerous text messages sent between us regarding this subject, so to highlight one message; as referenced in their Exhibit C, to make it seem as though we were trying to use this situation as leverage is truly being taken out of context. The remainder of the messages should have been included that shows efforts of working it out with them even without anything from the waterfront area; later even reducing the price of the land to $3,000.00. Our original response was that we would work with Dominion for what is allowed and have since received approval from Dominion to build our dock. The Nainoa's stated that they did not want the liability of the tree. Mrs. Nainoa expressed concern to have this issue addressed prior to the end of 2019 due to time constraints she was working with. On December 26, 2019 I received a text from Mrs. Nainoa stating that they were going back to Plan B. Upon receiving this message, I sent Dena Slingerland a message on December 26, 2019 as showing in, **Exhibit G, Email with Dena Sligerland** that we had worked with the neighbors several weeks, where Mrs. Nainoa tried to negotiate a lower amount and did not want to include the tree, so they were going back to Plan B. On January 6, 2020 I sent Dena Slingerland a message stating that Paul had run into Mr. Nainoa where he told my husband they were going to have an attorney contact us about the boundary line adjustment as referenced in the applicant's as Exhibit D. We received a letter from their first attorney, Edward F. Younger, as referenced in the applicant's package as Exhibit D. This letter suggested that we need to allow the Nainoa's to have 400 s.f. of land for $4,000.00 and allow their representative or engineer decide what 400 s.f. they were going to take and the pruning of the tree and the money was going to be contingent upon the Nainoa's being happy. On January 8 & 9, 2020 Paul reached out to the attorney as shown in our, **Exhibit H & H1, Email to Mr. Younger,** and addressed the concerns that we had and informed them that we are willing to work with them to resolve this issue, but in no way would we allow someone to decide what 400 s.f. they wanted to take. Paul verbally spoke with the former attorney and told him that he was willing to resolve this and put into writing confirming their conversation, **Exhibit I, Email to Attorney confirming conversation reducing price;** once again lowering our price in good faith to $3,000.00 and what was necessary to achieve proper setback requirements. At a later date the Nainoa's worked with Norman Cox about

addressing the boundary line adjustment. This survey reflected a total of 628 s.f., but included absolutely no measurements of the proposed boundary line adjustment nor did they mark any lines at the time of survey other than a nail in the ground, **Exhibit J, picture attached with Blue Ribbon,** at the opposite end of the garage towards their home. We sent their attorney a copy of the proposed changes that we were willing to work with once Dena Slingerland confirmed the setback requirement was in fact 10', **Exhibit K and K1, Email with plat diagram and confirmation of setback.** Our parcel does consist of 6.54 acres, but the area that goes to the actual water front is very narrow and this adjustment could have a drastic impact on our property value as well along with adjusting the property line since this is area of our proposed drain field, **Exhibit L, Copy of proposed drain field**.

Granting of The Variance

This variance request does not meet the requirements for approval as identified in the Spotsylvania County, VA Code of Ordinance, **Exhibit M, Spotsylvania County Virginia Code of Ordinances.** The owner has five years to go after the builder civilly, which has nothing to do with this variance request because the builder is not held responsible for the construction, but the owner themselves are responsible for the decisions they made moving forth with construction that relied on a gentleman with a measuring tape. This has been reflected in all of the documents presented. Attached pictures show the area for the garage and the landscape in which they were working with. The financial cost is not a consideration for the determination of the variance request. We again are left with the liability of the tree. The decision has been left all along in the Nainoa's hands to resolve this issue without having to tear down their garage. Our last correspondence with their former legal counsel as referenced in our **Exhibit I, Email to attorney reducing price in good faith to move forward,** reflects our willingness to provide what is necessary for their structure to meet code. We still stand by this offer today. I encourage this board to look at the facts presented and deny this variance request as it does not meet the criteria for approval. The placement of this structure is a result of a grievous decision made by the Nainoa's and not that of Ogburn Construction, Inc.

Mary L. Jackson Exhibit A

From: Wes & Mary Jackson <jacksonwm6166@yahoo.com>
Sent: Wednesday, September 30, 2020 8:33 PM
To: Mary L. Jackson
Subject: [EXTERNAL]: Fw: Lot line
Attachments: SCANS0318.PDF

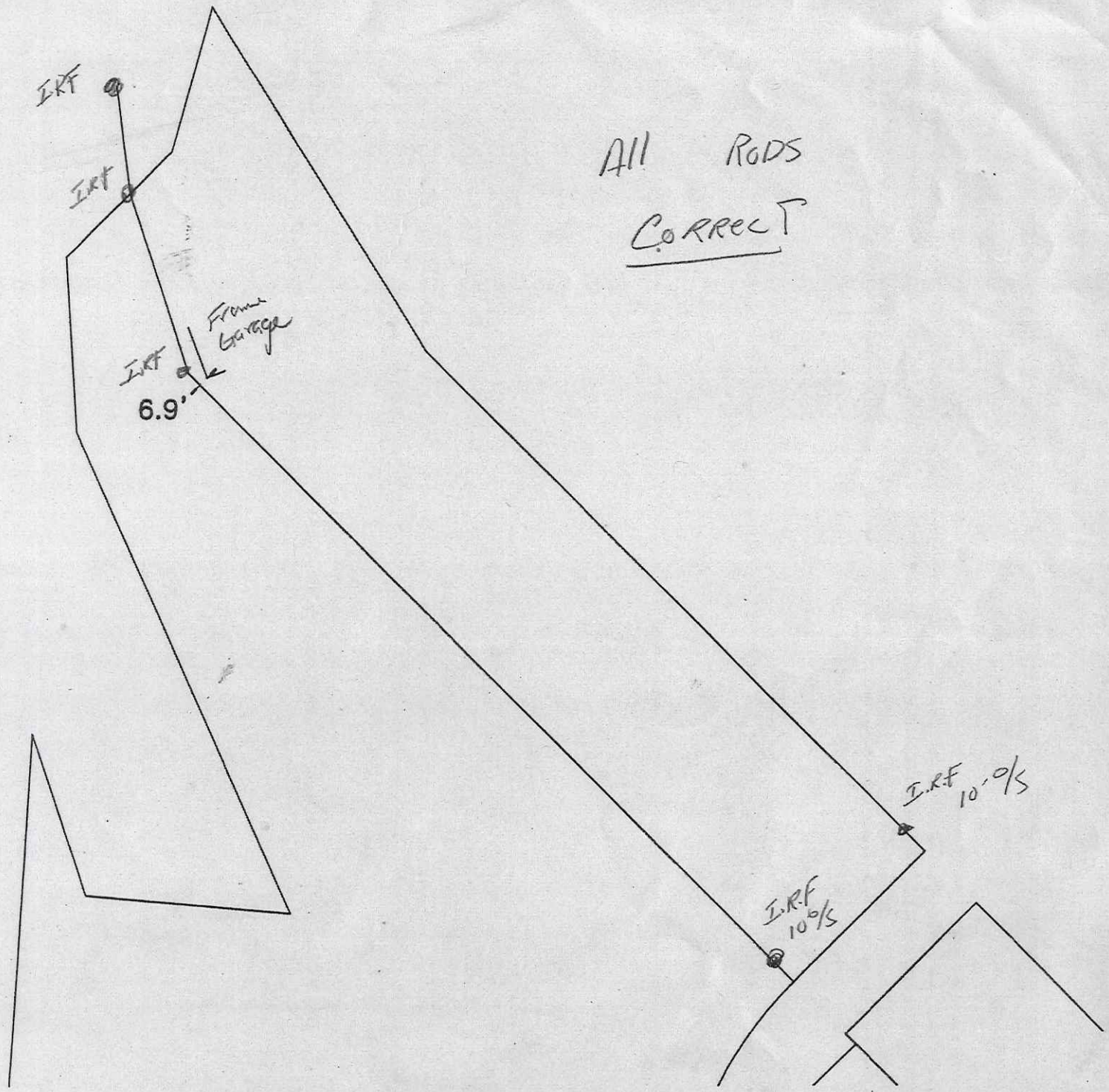
CAUTION: This email originated from an external source. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

----- Forwarded Message -----
From: Norman Cox <arrowheadcurt@aol.com>
To: "jacksonwm6166@yahoo.com" <jacksonwm6166@yahoo.com>
Sent: Monday, July 30, 2018, 10:30:53 PM EDT
Subject: Lot line

Sent from AOL Mobile Mail

-----Original Message-----
From: Wes & Mary Jackson <jacksonwm6166@yahoo.com>
To: Norman Cox <arrowheadcurt@aol.com>
Sent: Mon, Jul 30, 2018 05:33 PM
Subject: hello

I was sending this ,you had said you were going to put numbers in and send something, I believe it was something about garage and distance and I guess what ever numbers you put in and what line you were sending?.it is nothing important and you can do at leisure ,I just remembered that you had said you would send it, and when I looked I did not see it.thanks
wes

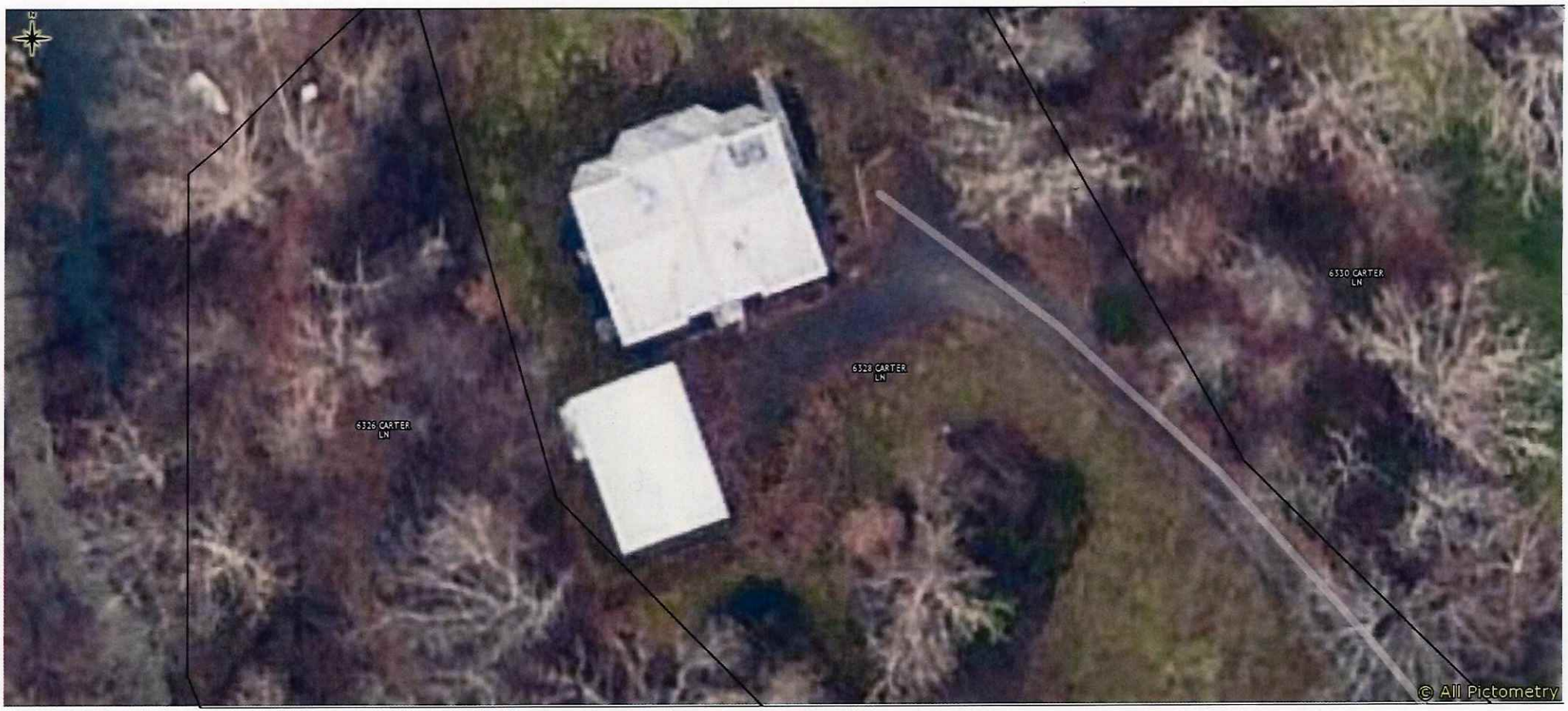


All Rods Correct

Exhibit A1

Exhibit B

6328 Carter Lane Eagle View Garage



12/30/2018

6328 Carter Lane Eagle View [redacted]

2018- 17 was a mistake.

Exhibit B.1

12/30/2018

Exhibit C

Agreement In Lieu of Plan
(Minimum Standards)

Permit Number: _____ **Subdivision:** _____ **TAX MAP #:**_____

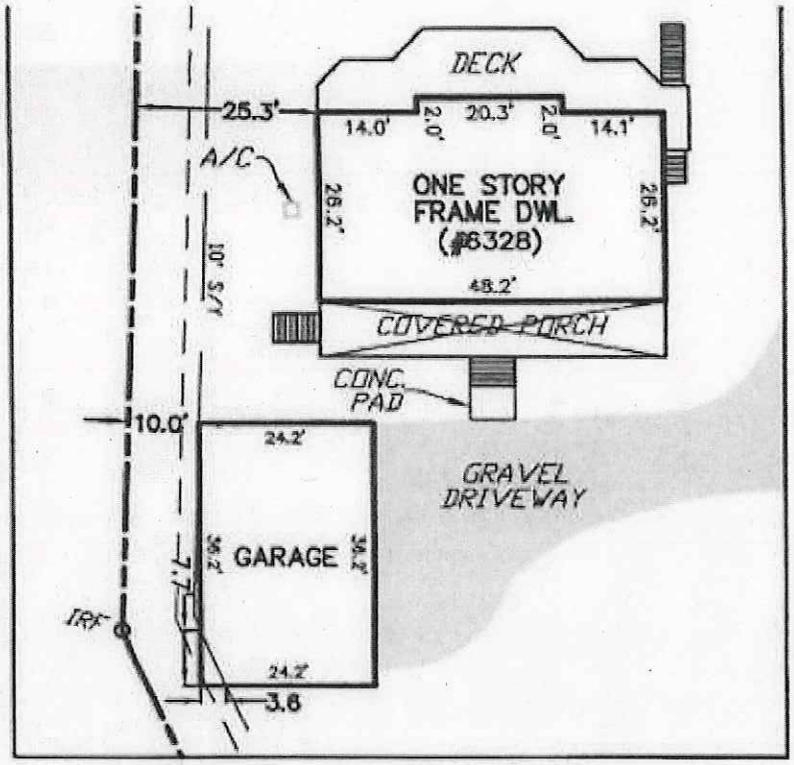
1. If you have any questions concerning the typical plot plan shown on pages 6 and 7, please read Zoning Ordinance Code Sections, 23-5.2.1 & 2. If you have any additional questions, please call the Zoning Office at (540) 507-7222. Information is also available at the Intake Counter or online at www.municode.com, Spotsylvania Web Page Link.
2. Accessory structure(s) is subordinate in area to the principal structure(s) and shall cover no more than 30% of the area within the required rear yard. (Section 23-5.2.2(2), *Accessory Structures*)
3. Accessory structures are not permitted within any minimum required front yard. On any lot greater than 2 acres and on lots zoned Residential Resort (RR) or Resort Agricultural (RA) which are greater than 1 acre, you may locate accessory structures within the front yard area, but must meet the minimum required front yard setback for the Zoning District. See Code Section 23-5.2.3(7)(A).
4. Any residential accessory structure may extend into required rear and side yards but shall be located no closer than ten (10) feet from the rear and side yard lot lines or in cluster subdivisions no closer than five (5) feet from the rear and side yard lot lines. Corner lots shall be considered to have 2 front yards and are subject to front yard requirements for both fronts.
5. Open decks have a minimum rear yard setback of 23' for all single-family homes located outside of a proffered subdivision (to include by-right clustered subdivisions).
6. Open decks in the front and/or side yard must meet the setback requirements for the principal structure per the applicable Zoning District. Contact the Zoning Office for zoning confirmation and setbacks requirements.
7. Open, uncovered handicap ramps, none of which are more than ten (10') in width, may extend five (5') into any minimum required yard, but no closer than five (5') to any lot line.
8. No structure shall be located in any easements. Please verify location of easements prior to building.
9. Commercial/Residential propane tank installation shall have a property line setback distance to be no less than 10' from rear and side property lines.
10. Three sided car-ports may extend 5 feet into any minimum required side yard, but not closer than 5' to any side lot line.

****REFER TO PAGE 5 FOR A LIST OF CLUSTER SUBDIVISIONS****

I, hereby certify as owner/owner's agent, that I will comply with all Local and State codes affecting construction, inspection, and use applied for with the Code Compliance Department, including State and Local Building and Zoning Codes. I understand that the attached plan is a representation of a typical lot layout and no structure may be located closer to any lot line than shown as a building restriction line (BRL). Furthermore, I certify that such construction will not interfere or conflict with existing underground well and septic systems or any Health Department regulation.

_____	_____
Property Owner's Signature	**Property Address**
_____	_____
Contractor/Builder Signature	**Date**

Exhibit D



CUTTING GARAGE DETAIL

SCALE: 1" = 30'

Exhibit E
Letter Sent to
Nainoa Certified mail
- Have been working
on this since
October.

October 25, 2019

Paul & Mary Jackson
6626 Williams Lane
Spotsylvania, VA. 22551

Mr. & Mrs. Nainoa
6328 Carter Lane
Mineral VA. 23117

Mr. & Mrs. Nainoa
3825 Bevan Drive
Fairfax, VA. 22030-4830

Dear Mr. & Mrs. Nainoa,

We have been contacted by Dena Slingerland, Spotsylvania County Code Enforcement Officer, asking if we were willing to work with you on a boundary line adjustment to allow your garage to meet the required setback guidelines.

As we originally stated, we would be willing to work with you on this subject. The County requires a boundary line adjustment application which costs $1,840.00 to process. This would require a survey of the parcels to be submitted with the application. We have used Cox Survey and have reached out to him to see what this would cost you to have done. You however may have your own survey company that you prefer to use. I would hope that Cox Survey would cost a little less since he has already surveyed part of the land. We are willing to sell the land that is required for the setback for $4,000 to include the other large tree that is close to your garage itself. The new parcels after approved would need to be recorded at the clerk's office, which costs $22.00 to record the first page and $21.00 for each additional page. We would not be responsible for any of the fees associated with this entire process.

Please feel free to contact us should you decide to go forth with the boundary line adjustment.

Kindest Regards,

Paul & Mary Jackson

CC: Dena Slingerland

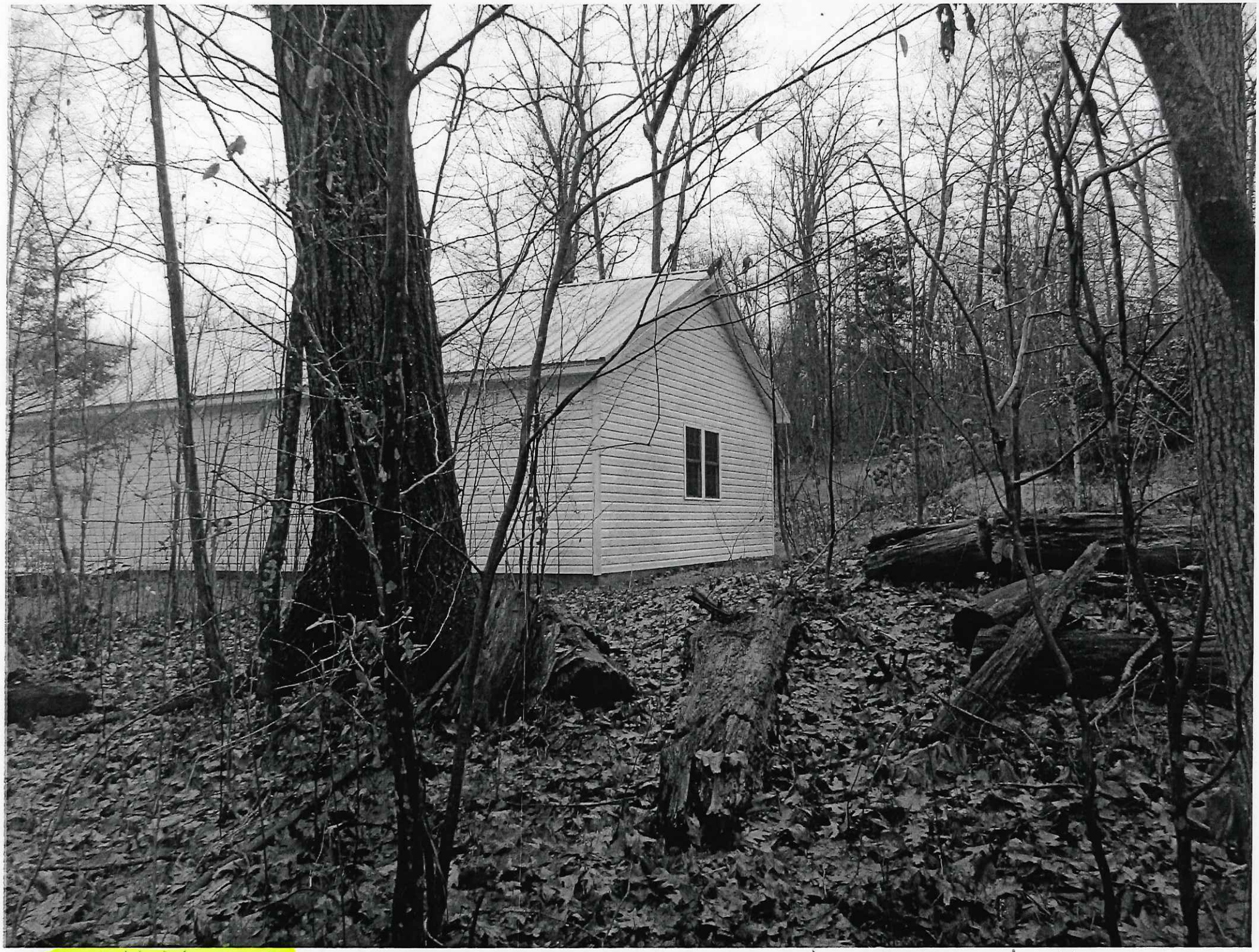


Exhibit E1. TREE Referenced in our letter

AREA IN QUESTION

Tree we requested to take in boundary line adjustment because of it's proximity to said garage. I now have a liability Created by them for garage being built too close to the property line.

Exhibit E2

Exhibit F

Mary L. Jackson

From: Wes & Mary Jackson <jacksonwm6166@yahoo.com>
Sent: Wednesday, September 30, 2020 8:31 PM
To: Mary L. Jackson
Subject: [EXTERNAL]: Fw: 6328 Carter Lane

CAUTION: This email originated from an external source. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

----- Forwarded Message -----
From: Wes & Mary Jackson <jacksonwm6166@yahoo.com>
To: DSlingerland@spotsylvania.va.us <dslingerland@spotsylvania.va.us>
Sent: Wednesday, December 11, 2019, 11:51:31 AM EST
Subject: 6328 Carter Lane

Just wanted to touch base with you to let you know the property owners at the above address have now reached out to me about boundary line adjustment.

Kindest Regards,

Mary Jackson

----- Forwarded Message -----
From: "5408948794@vzwpix.com" <5408948794@vzwpix.com>
To: "jacksonwm6166@yahoo.com" <jacksonwm6166@yahoo.com>
Sent: Tuesday, December 10, 2019, 06:53:44 PM EST
Subject:

Fwd:Mary and Paul We have been working with our contractor and the county to get a better understanding of the situation. Would it be possible to get together to discuss the content of your letter. Thinking someplace close and quiet. Perhaps the Cove?

Mary L. Jackson Exhibit G

From: Wes & Mary Jackson <jacksonwm6166@yahoo.com>
Sent: Wednesday, September 30, 2020 8:27 PM
To: Mary L. Jackson
Subject: [EXTERNAL]: Fw: 6328 Carter Lane - Final Word

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Variance Case

----- Forwarded Message -----
From: Mary L. Jackson <mljackson@spotsylvania.va.us>
To: jacksonwm6166@yahoo.com <jacksonwm6166@yahoo.com>
Sent: Wednesday, January 8, 2020, 03:23:31 PM EST
Subject: FW: 6328 Carter Lane - Final Word

FYI - Below is Dena's most recent message. She has granted an additional thirty days.

-----Original Message-----
From: Dena G. Slingerland
Sent: Wednesday, January 8, 2020 11:10 AM
To: Mary L. Jackson <MLJackson@spotsylvania.va.us>
Subject: RE: 6328 Carter Lane - Final Word

Just a FYI- I received a VM from Mrs. Nainoa asking for an extension. She did not mention her plan other than needing more time. I granted an additional 30 days extension. I will keep you in the loop.

Dena Slingerland
Spotsylvania County
Code Enforcement Officer
(O)540-507-7277
(F) 540-507-7281
dslingerland@spotsylvania.va.us
Π SAVE A TREE! Please consider the environment before printing this e-mail This email does not constitute a written zoning determination pursuant to VA Code 15.2-2311.
Let's agree we can disagree and then work for the common good.

-----Original Message-----
From: Mary L. Jackson
Sent: Monday, January 6, 2020 4:07 PM
To: Dena G. Slingerland <DSlingerland@spotsylvania.va.us>
Subject: RE: 6328 Carter Lane - Final Word

I truly do not know. My husband ran into Mr. the other day and he told my husband that they are having an attorney contact us about the boundary line adjustment now. So, I have no idea what is truly going on. Hope you enjoyed your vacation. I will let you know if I hear anything else.

Kindest Regards,

Mary Jackson

-----Original Message-----
From: Dena G. Slingerland
Sent: Monday, January 6, 2020 1:08 PM

Exhibit G

To: Mary L. Jackson <MLJackson@spotsylvania.va.us>
Cc: Joseph Gassaway <JGassaway@spotsylvania.va.us>
Subject: RE: 6328 Carter Lane - Final Word

Thanks for update. I've been on vacation for 2 weeks and have not heard from them. I assume Plan B is to remove part of the garage to meet setbacks.

Dena Slingerland
Spotsylvania County
Code Enforcement Officer
(O)540-507-7277
(F) 540-507-7281
dslingerland@spotsylvania.va.us
Π SAVE A TREE! Please consider the environment before printing this e-mail This email does not constitute a written zoning determination pursuant to VA Code 15.2-2311.
Let's agree we can disagree and then work for the common good.

-----Original Message-----
From: Mary L. Jackson
Sent: Thursday, December 26, 2019 9:20 AM
To: Dena G. Slingerland <DSlingerland@spotsylvania.va.us>
Subject: 6328 Carter Lane - Final Word

Just wanted to touch base with you of the latest decision. I have worked with the neighbors for several weeks now. She tried to negotiate a lower amount and did not want to include the tree in the boundary line adjustment. Below is her last message to me stating that she is going to go back to plan B. Not sure what that is, but they do not want to work with us for a boundary line adjustment.

Hope you had a lovely holiday!

Kindest Regards,

Mary Jackson

-----Original Message-----
From: 5408948794@vtext.com [mailto:5408948794@vtext.com]
Sent: Thursday, December 26, 2019 9:17 AM
To: Mary L. Jackson <MLJackson@spotsylvania.va.us>
Subject: [EXTERNAL]: Fwd:We will go back to plan B. Thank you for you ...

Fwd:We will go back to plan B. Thank you for you time.

--
This email was Malware checked by UTM 9. http://www.sophos.com

Exhibit H

Mary L. Jackson

From: Wes & Mary Jackson <jacksonwm6166@yahoo.com>
Sent: Wednesday, September 30, 2020 8:26 PM
To: Mary L. Jackson
Subject: [EXTERNAL]: Fw: 6328 Carter LN., Mineral, VA. 23117 / Nainoa - Jackson

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-Exhibit H

January 8

----- Forwarded Message -----
From: Wes & Mary Jackson <jacksonwm6166@yahoo.com>
To: eyounger@youngerlaw.com <eyounger@youngerlaw.com>
Cc: Dena G. Slingerland <dslingerland@spotsylvania.va.us>
Sent: Wednesday, January 8, 2020, 08:10:58 PM EST
Subject: 6328 Carter LN., Mineral, VA. 23117 / Nainoa - Jackson

We received your letter dated January 6, 2020 today January 8, 2020. We have some concerns about the conditions outlined in your letter. We could not just sign something saying we will give you, your client and the surveyor permission to make whatever change they feel necessary. I cannot believe any one would give permission for that to occur. In our letter, we outlined the criteria that would need to be met and discussed this at length in messages between the Nainoa's and ourselves. We asked to be present along with one or both of the Nainoa's to meet with the surveyor so we would all be in agreeance with the boundary line adjustments. This has to be agreed upon by both parties involved.

The funds would need to be addressed in further detail. At this point, we have a letter from you stating that they would pay once all their concerns were over. Once the agreed upon proposed boundary line adjustment is approved by the County and recorded, the lands would be theirs because we would have already signed the documents with a notary for the recordation.

We were notified today from the County that an additional thirty day extension has been granted to the Nainoa's. As we previously expressed in our letter, we have been and are willing to work with them, but we have to come to an agreeance. We have done nothing wrong and are only trying to resolve this issue. We are willing to sign something saying that we will work with them, but I will never sign something agreeing with that to have no further say on the boundary line adjustment allowing them to decide on 400 square feet of land. I don't know where the 400 square feet came from; as no one has discussed this with us at this time and we are the land owners. I will call tomorrow as a follow up, I have copied the Code Enforcement Officer on this message as I have made her aware of all communications.

Should you have any further questions, please feel free to contact me at 540-895-9565.

Kindest Regards,

Paul W. Jackson & Mary L. Jackson

Exhibit H1

Mary L. Jackson

From: Wes & Mary Jackson <jacksonwm6166@yahoo.com>
Sent: Wednesday, September 30, 2020 8:29 PM
To: Mary L. Jackson
Subject: [EXTERNAL]: Fw: Last Attempt - 6328 Carter Lane

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Exhibit H

- January 9

----- Forwarded Message -----
From: Wes & Mary Jackson <jacksonwm6166@yahoo.com>
To: eyounger@youngerlaw.com <eyounger@youngerlaw.com>
Cc: Dena G. Slingerland <dslingerland@spotsylvania.va.us>
Sent: Thursday, January 9, 2020, 11:53:05 AM EST
Subject: Last Attempt - 6328 Carter Lane

WE HAVE DECIDED TO ATTEMPT ONCE AGAIN TO GET THIS SOLVED. The letter you reference that you are representing them is our only offer, we made this to help them through this issue, not as a negotiation point. Please choose if you would like to proceed. We are willing to work to make sure everybody feels comfortable. Please do not put up anymore unrealistic obstacles. We are willing to work with them to provide that adjustment necessary for them to meet the setback requirements while incorporating the tree. We have a text from them saying that Mr. Nainoa does not want the liability of the tree. It is only because the garage was built close that the dangers and liability is even more We have made numerous efforts to resolve this and would like to move forward to get this done if this is the direction that they want to pursue. Communication with them stopped once they said they did not want to incorporate the tree in the property line adjustment and we were told they were going to plan b. I have all messages from your client with some even being in the wee hours of the morning when most folks are sleeping, which was unnecessary and could have waited until daytime.

Please let us know how your clients wish to proceed and we will move forth.

Kindest Regards,

Paul W. & Mary L. Jackson

Exhibit I

kelly landing

From: Wes & Mary Jackson (jacksonwm6166@yahoo.com)

To: eyounger@youngerlaw.com

Date: Friday, January 17, 2020, 08:44 PM EST

I did want to reiterate what I said during our conversation earlier today. We are offering this in good faith and the understanding that we are not opening up negotiations with this matter. Also that we understand no one asked us to lower the amount. WE WILL ACCEPT $3,000.00 DOLLARS FOR LAND WITH THE TREE BEING INCLUDED as outlined in our original letter with all of the fees being paid by the Nainoa's for the surveyor, application fee for boundary line adjustment, final recordation for plats once approved. With both parties meeting with surveyors to agree upon said changes that are necessary to meet the setback requirements. This will be it for any and all offers. We only want to know yes or no with the understanding that this will be the last time we discuss this matter. This issue has become extremely aggravating and stressful. Every time we thought we are done with it, it keeps coming up. I just want this to be over with. Please do not send another letter with proposing any such bad conditions. I am expecting letter with protection for us both. Please understand this is not a threat just there has to be an end to this for us. Please only yes or no. I am willing to help in any way I can with this matter.

Kindest Regards,

Paul W. Jackson
540-895-9565

Exhibit J

Exhibit K

Fw: Property can be treated as Land Sale and NOT Swap

From: Wes & Mary Jackson (jacksonwm6166@yahoo.com)

To: mljackson@spotsylvania.va.us

Date: Tuesday, June 16, 2020, 02:25 PM EDT

I sent email to Dina asking if 10 feet was okay Dina said yes so this is all I had to go on they would not answer any questions and really we had no way of communication so this was sent it is not threatening but you can see our frustration at trying to get this reasolved

----- Forwarded Message -----
From: Wes & Mary Jackson <jacksonwm6166@yahoo.com>
To: Younger Edward F. - Younger F. Edward <eyounger@youngerlaw.com>
Sent: Monday, February 10, 2020, 04:57:26 PM EST
Subject: Property can be treated as Land Sale and NOT Swap

The process is same with line adjustment, but no swap. Have to have survey done. You would buy the portion of land that is necessary for your garage to meet code and we would not be getting any of your land. We still have to get approval from the County and go through the same process with the application. All fees still apply that would be paid by you and you would be the only ones benefiting from the land sale. This I would rather do as we did not want to swap land. Everything we have discussed would remain the same with encompassing the tree and the minimal amount of land to bring the one end of the garage into compliance.

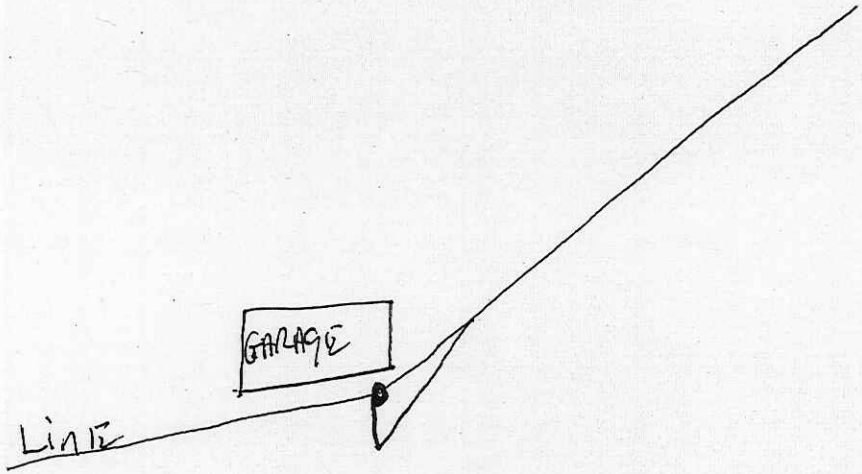
I am willing to sign a paper that states I will sign AT END WITH NOTARY IF ALL THINGS ARE MET AND PAYMENT HAS BEEN MADE FOR THE LAND. IF ANYTHING IS TRIED TO BE CHANGED AGAIN THIS WILL CONSTITUTE AS TERMINATION OF ALL TALKS ON THIS MATTER AND NOTHING ELSE WILL BE DISCUSSED OR ENTERTAINED FURTHER. We are making this last effort to rectify this situation. If you have something from the county on letter head, then please forward for more land consideration. We need a way to communicate. Email is best and it is in writing so no one is confused or distracted. FILE INCLUDED OF PICTURE OF LINE ,THIS IS ONLY WAY IT CAN BE DONE UNLESS COUNTY REQUIREMENTS NEED TO BE MET FOR MORE LAND. IF ANY MORE MEASUREMENTS ARE NEEDED, I WILL MARK PROPERTY WHERE THEY WILL BE DONE AS I WILL NOT BE THERE.

Kindest Regards,

Wes Jackson

NEW adjustment20200210_16310196.pdf
1MB

page 1



not to SCALE

ONLY AS MUCH LAND to BRING TREE AND BUILDING INTO COMPLIANCE

Attachment for page 1

Exhibit K1

Exhibit L

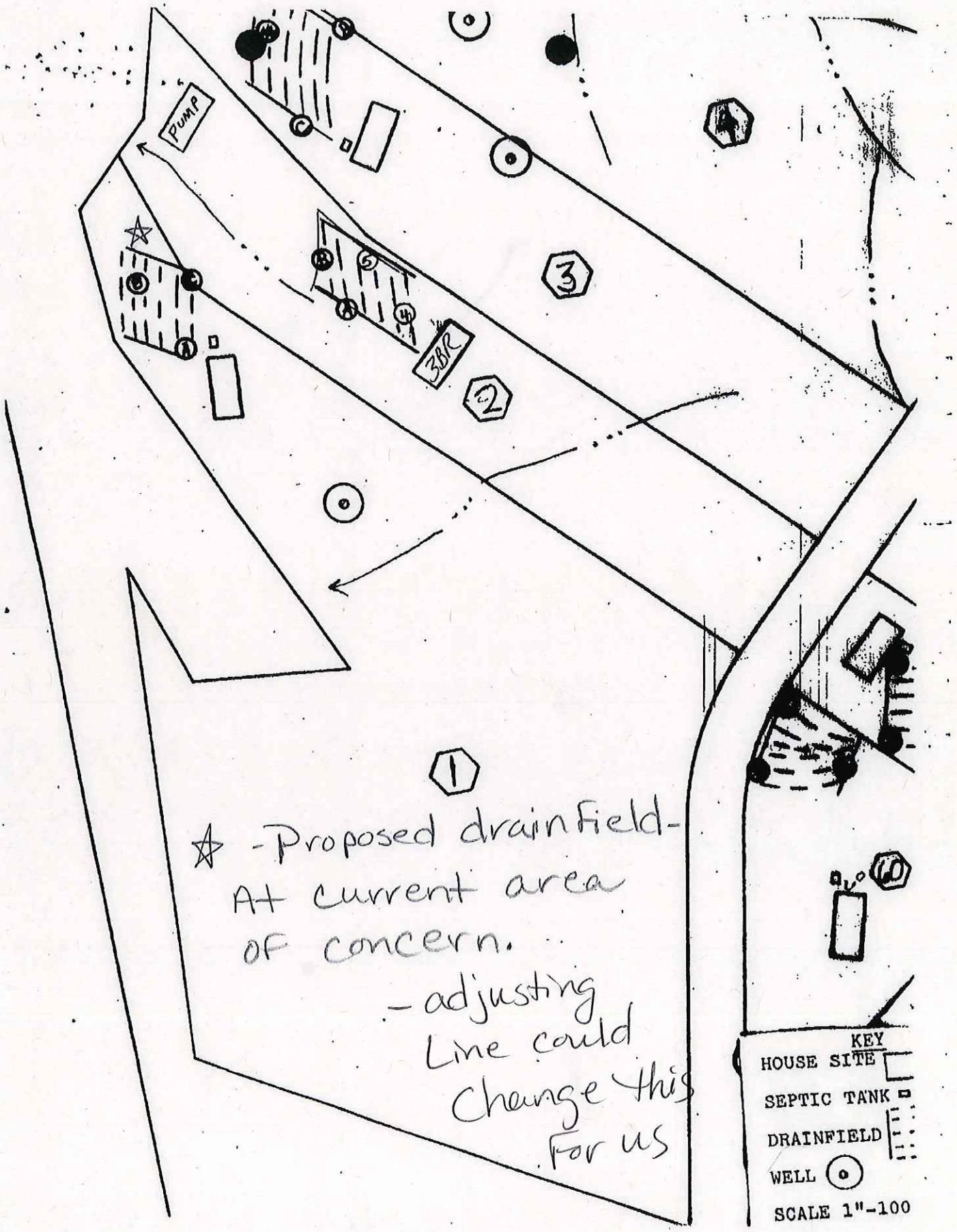

PUMP
3BR
1
2
3
4
5
6
☆ -Proposed drainfield-
At current area
of concern.
-adjusting
Line could
Change this
For us
KEY
HOUSE SITE
SEPTIC TANK
DRAINFIELD
WELL
SCALE 1"-100

 Exhibit M

by any wall or roof construction, it shall be deemed to be a part of the principal building and shall comply in all respects with the requirements of this chapter applicable to a principal building.

(2) The required minimum yards referenced in this section shall refer to the minimum yards in the applicable zoning district for the principal building(s) with which the accessory-type building is associated.

(3) Ground-supported antenna structures for the operation of private radio facilities authorized by the Federal Communications Commission regulations may be permitted in an agricultural, rural or residential district provided that such structures shall not be located closer to any lot line than a distance equal to their height.

(4) Off-street parking and loading spaces shall be located in accordance with the provisions of this chapter and article 5 of the Design Standards Manual.

(5) Recreational courts, including but not limited to tennis courts, basketball courts and the like may not extend into any required yard.

(6) All chicken coops and chicken tractors as permitted in the R-1, R-2, R-3, R-R, V, PD-H districts, and A-2, A-3, Ru, R-A, PRR lots under five (5) acres where the keeping of domestic laying hens are permitted shall be located behind the primary structure (outside of the side yard), or ten (10) feet from adjoining property lines not owned by the applicant, whichever is greater, and thirty-five (35) feet from any dwelling located on a property not owned by the applicant. Additionally:

(a) No such structure in any instance within the zoning districts as specified above shall be located in a resource protection area (RPA) or storm drainage area that would allow fecal matter to enter any storm drainage system, water body or stream.

(7) The following regulations shall apply to the location of all freestanding structures or uses except that specifically set forth in subsections (1)—(6) above:

(A) No accessory structure, except a statue, basketball standard or flagpole, shall be located (a) in any minimum required front yard on any lot or (b) in any front yard on any lot containing less than two (2) acres or (c) in residential resort (RR) or resort agricultural (RA) district on any lot containing less than one (1) acre. When located in a front yard, these exempt structures shall not be located closer than fifteen (15) feet to a front lot line or twelve (12) feet to a side lot line.

(B) Any residential accessory structure may extend into required rear and side yards but shall be located no closer than ten (10) feet from the rear and side yard lot lines or in cluster subdivisions no closer than five (5) feet from the rear and side yard lot lines.

(C) Any commercial or industrial accessory structures must meet minimum yard requirements as set forth in the underlying zoning district, except for accessory structures that are less than or equal to two hundred fifty (250) square feet where a ten

NO Exhibit #Referenced Picture of Terrain towards third Bay

No exhibit # Referenced

Garage view of third Bay