



APPLICATION ACCEPTED: October 18, 2013
BOARD OF ZONING APPEALS: January 8, 2014
TIME: 9:00 a.m.

County of Fairfax, Virginia

January 1, 2014

STAFF REPORT

VARIANCE APPLICATION NO. VC 2013-MV-021

MOUNT VERNON DISTRICT

APPLICANT/OWNER: Robert L. Welsh
SUBDIVISION: Wellington
STREET ADDRESS: 7843 Southdown Road, Alexandria, 22308
TAX MAP REFERENCE: 102-2 ((18)) 9B
LOT SIZE: 14,228 square feet
ZONING DISTRICT: R-2
ZONING ORDINANCE PROVISIONS: 18-401
VARIANCE PROPOSAL: To permit reduction to minimum lot area and lot width requirements.

A copy of the BZA's Resolution setting forth this decision will be mailed within five days after the decision becomes final.

The approval of this application does not interfere with, abrogate or annul any easements, covenants, or other agreements between parties, as they may apply to the property subject to the application.

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Rebecca Homer

For additional information, call Zoning Evaluation Division, Department of Planning and Zoning at 703-324-1280, 12055 Government Center Parkway, Suite 801, Fairfax, Virginia 22035. **Board of Zoning Appeals' meetings are held in the Board Room, Ground Level, Government Center Building, 12000 Government Center Parkway, Fairfax, Virginia 22035-5505.**

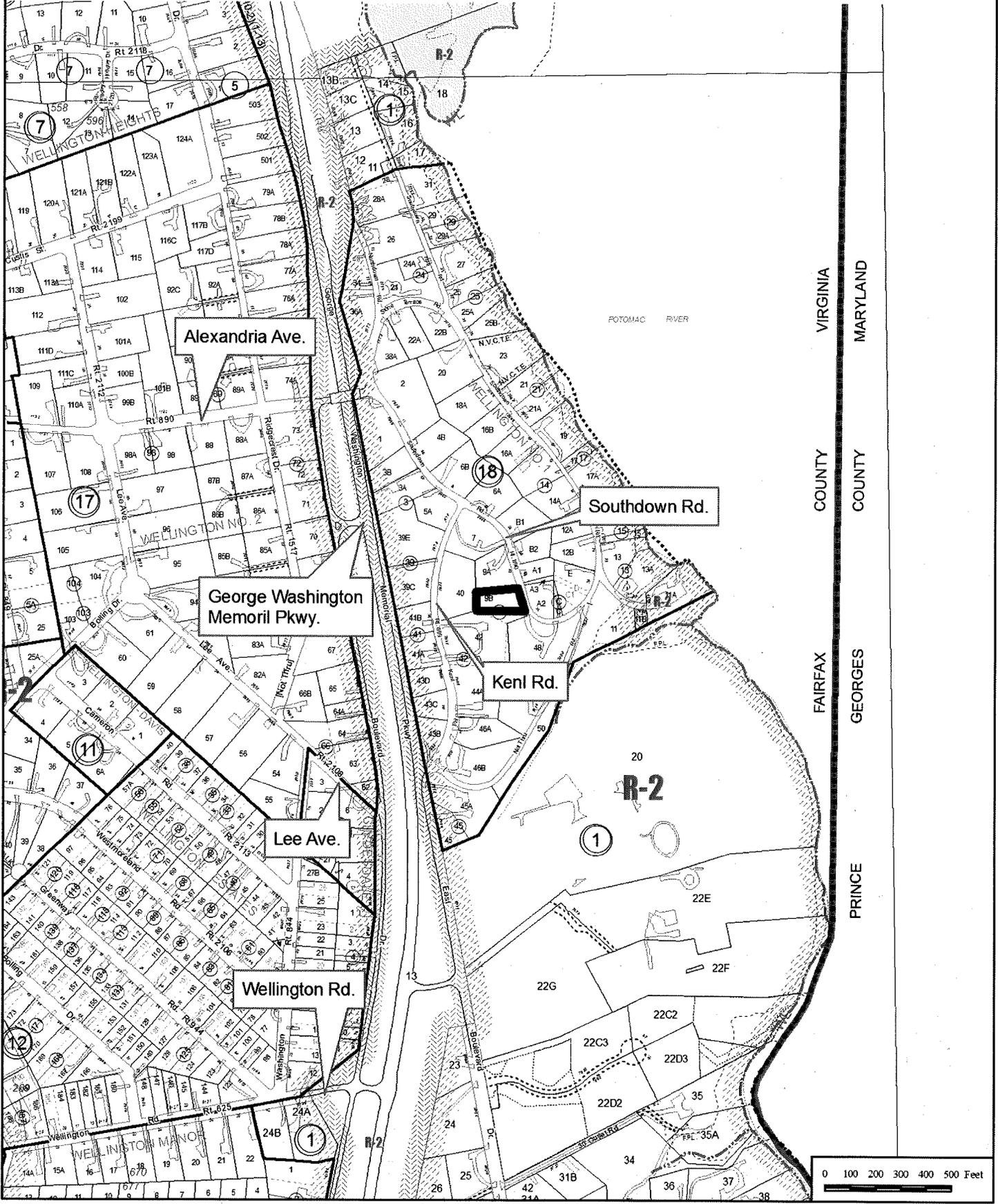


Americans with Disabilities Act (ADA): Reasonable accommodation is available upon 48 hours advance notice. For additional information on ADA call (703) 324-1334 or TTY 711 (Virginia Relay Center).

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Variance Application

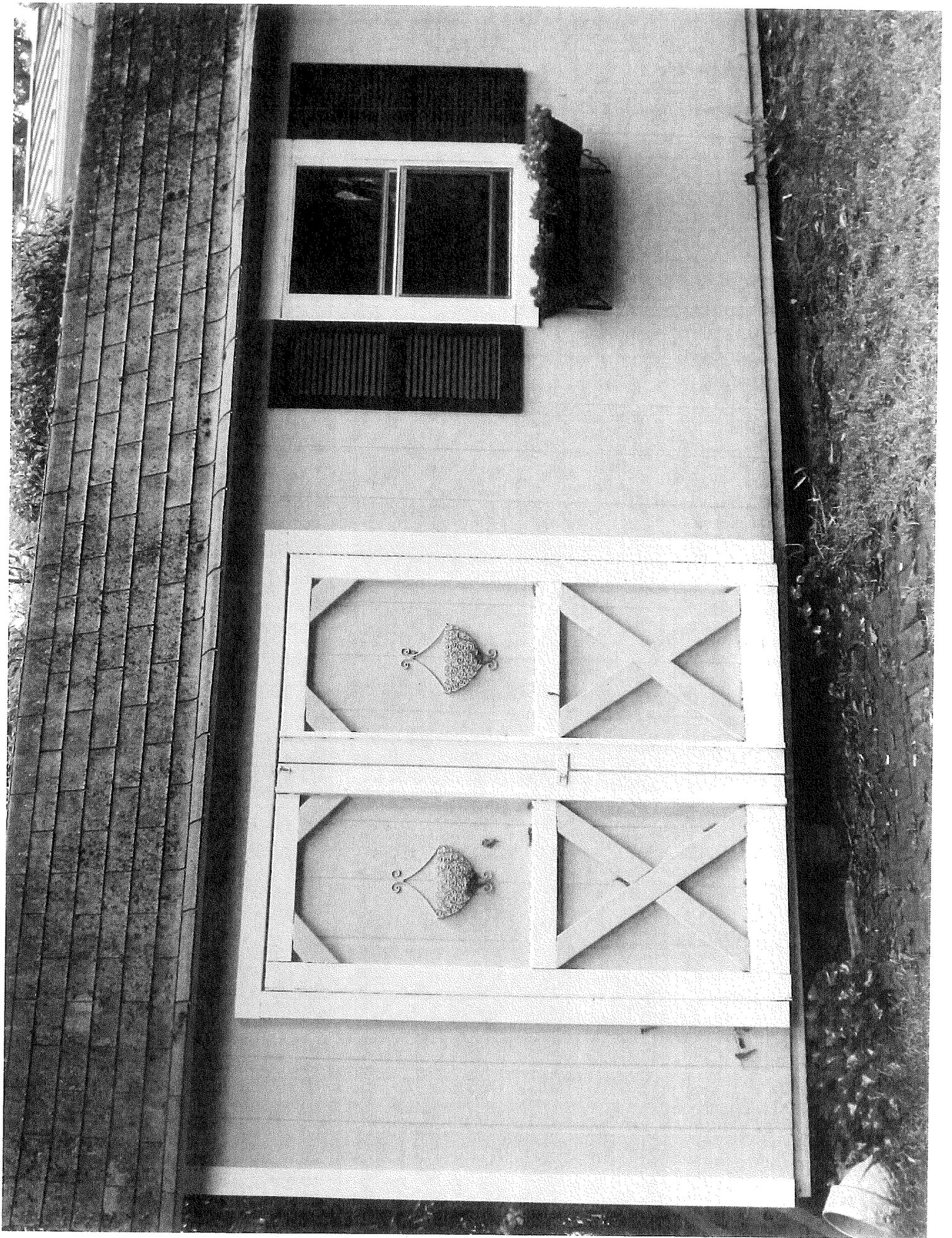
VC 2013-MV-021
ROBERT L. WELSH



VIRGINIA
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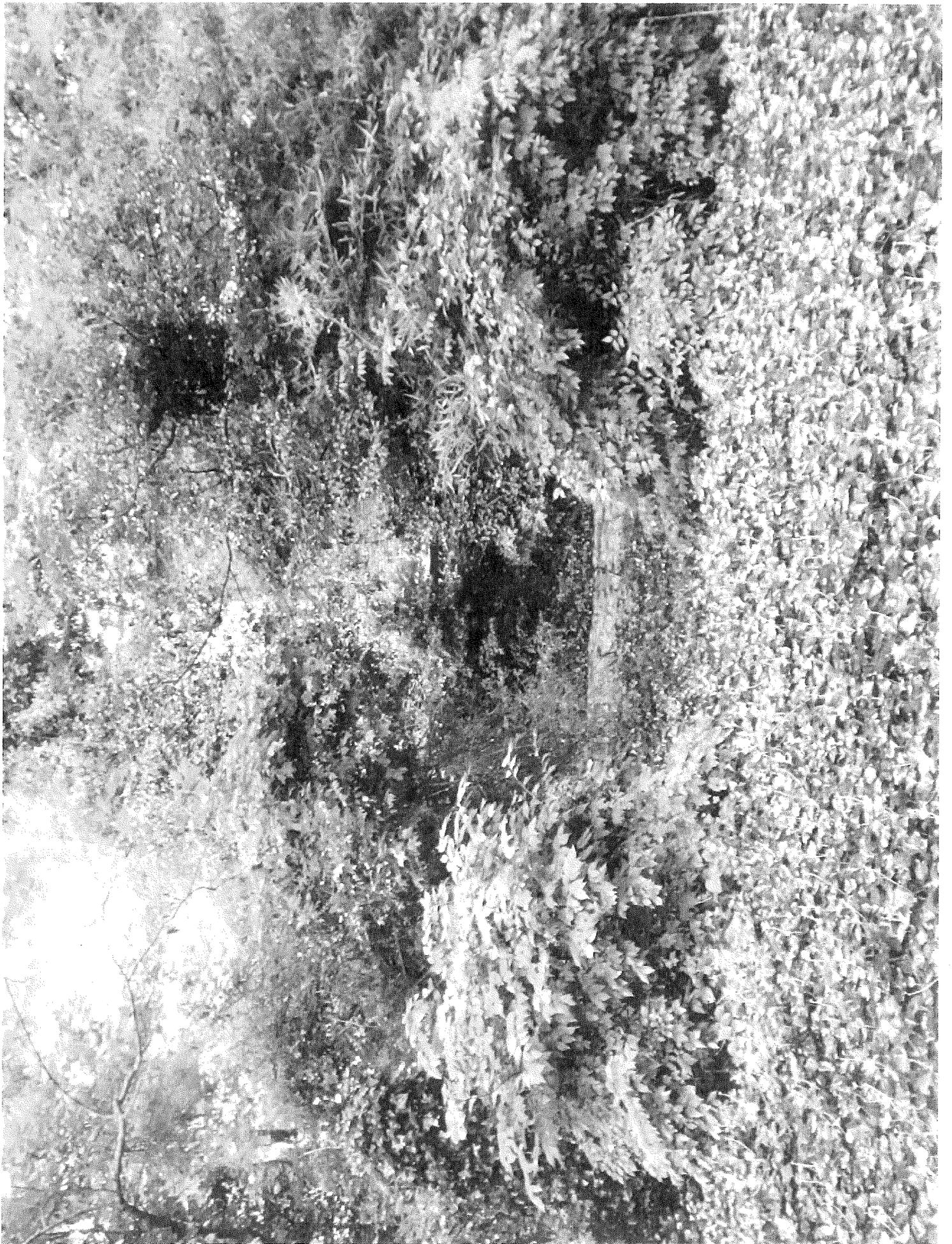












DESCRIPTION OF THE APPLICATION

The applicant requests a variance to permit reduction to minimum lot area and lot width requirements. The lot is 14,228 square feet in size. A minimum lot area of 15,000 square feet is required in the R-3 District; therefore a reduction of 772 square feet is requested. The lot is 88 feet wide. A minimum lot width of 100 feet is required; therefore a reduction of 12 feet is requested. The applicant does not propose any new construction at this time.

A copy of the variance plat, titled "Variance Plat Welsh Property" prepared by Walter L. Phillips, dated August 23, 2013, as revised through October 3, 2013, is included in the front of the staff report.

CHARACTER OF THE SITE AND SURROUNDING AREA

The application property is located in the Wellington subdivision and is developed with an existing accessory storage structure and a portion of a stone patio which serves the property to the north, also owned by the applicant. The lot contains existing mature vegetation and some invasive plant species.

The picture below shows the area contains large lot residential lots, most developed with single family dwellings. The subject parcel and surrounding properties are zoned R-2. The Potomac River is to the east of the subdivision.



BACKGROUND

The Wellington subdivision was created in 1912. In 1948 the subject property (Lot 9B) was created by a metes and bounds description or plat recorded at Deed Book 41, Page 282. In 1955, a dwelling was constructed on adjacent Lot 9A. The plat submitted with the building permit reflected the vacant lot 9B. A building permit was issued in September 1966, for an enclosed porch addition to the dwelling on Lot 9A. The plat submitted with that permit did not include the application property. Copies of historical documents are included as Appendix 4. In 1979, the applicant's parents purchased Lots 9A and 9B. In 2012 the lots were bequeathed to the applicant. In 2012 the applicant requested a buildable lot determination and, via letters dated January 14 and 16, 2013, Lot 9B was determined to be not buildable because it is considered an outlot under the Subdivision Ordinance (doesn't meet lot width or area.) A copy of the determinations is included as Appendix 5. In 2013, the applicant filed Appeal A 2013-MV-005 to challenge the buildable lot determination, which is now on hold while the applicant seeks a variance. A copy of the appeal is included as Appendix 6.

No similar case history exists in the area.

URBAN FOREST MANAGEMENT ANALYSIS (Appendix 7)

Urban Forest Management (UFM) provided comments related to the existing lot, although no new construction is proposed. There are several existing mature trees on the lot, some of which UFM believes should be preserved. UFM also found invasive plant species on site. Without proposed construction limits, it is difficult to know the proposed limits of clearing and grading, however, proposed development conditions are provided to address UFM comments. Full comments are attached.

ZONING ORDINANCE REQUIREMENTS

- Sect. 18-401 Required Standards for Variances

Summary of Zoning Ordinance Provisions

This variance application must satisfy all of the nine (9) enumerated requirements contained in Sect. 18-404, Required Standards for Variances. If the BZA determines that a variance can be justified, it must then decide the minimum variance, which would afford relief as set forth in Sect. 18-405. A copy of these provisions is included as Appendix 8.

CONCLUSION

If it is the intent of the BZA to approve this application, the BZA should condition its approval by requiring conformance with the conditions set forth in Appendix 1 of this report, Proposed Development Conditions.

APPENDICES

1. Proposed Variance Development Conditions
2. Affidavit
3. Applicant's Statements of Justification
4. Historical Documents/Deeds
5. Buildable Lot Determination
6. Appeal A 2013-MV-005 Staff Report
7. Urban Forest Management Comments
8. Applicable Zoning Ordinance Provisions

PROPOSED DEVELOPMENT CONDITIONS**VC 2013-MV-021****January 1, 2014**

1. These conditions shall be recorded by the applicant among the land records of Fairfax County for this lot prior to conveyance of the lot to a third party. A certified copy of the recorded conditions shall be provided to the Zoning Permit Review Branch, Department of Planning and Zoning.
2. This variance is approved for the lot, as shown on the plat prepared by Walter L. Phillips, dated August 23, 2013, as revised through October 3, 2013 as submitted with this application and is not transferable to other land.
3. All applicable building permits and final inspections shall be obtained for any construction.
4. Prior to construction, an infill lot grading plan or any plan required by the Department of Public Works and Environmental Services (DPWES) shall include a tree preservation plan which depicts proposed limits of clearing and grading. The tree preservation plan shall be reviewed and approved by the Urban Forest Management Division (UFMD), DPWES.
5. An undesirable vegetation management plan shall be provided at the time of infill lot grading plan (or other plan) that provides for the management and treatment of invasive and undesirable plants, growing in the 'Undisturbed Area/Wooded Area'. This plan shall be reviewed and approved by UFMD. The management plan shall:
 - a. Identify targeted undesirable and invasive plant species to be suppressed and managed.
 - b. Identify targeted area of undesirable and invasive plant management plan, which shall be clearly identified on the landscape or tree preservation plan.
 - c. Incorporate recommended government and industry method(s) of management, i.e. hand removal, mechanical equipment, chemical control, other. Identify potential impacts of recommended method(s) on surrounding trees and vegetation not targeted for suppression/management and identify how these trees and vegetation will be protected (for example, if mechanical equipment is proposed in save area, what will be the impacts to trees identified for preservation and how will these impacts be reduced).

- d. Identify how targeted species will be disposed.
 - e. Require that if chemical control is recommended, treatments shall be performed by or under direct supervision of a Virginia Certified Pesticide Applicator or Registered Technician and under the general supervision of Project Arborist).
 - f. Provide information regarding timing of treatments, (hand removal, mechanical equipment or chemical treatments) when will treatments begin and end during a season and proposed frequency of treatments per season.
 - g. Identify potential areas of reforestation and provide recommendations.
 - h. Provide for monthly monitoring reports to UFMD and SDID staff until Bond release or release of Conservation Deposit or prior to release if targeted plant(s) appear to be eliminated based on documentation provided by Project Arborist and an inspection by UFMD staff.
6. The shed and portion of the patio on Lot 9b shall be removed within six months of the approval of this permit. No trees will be removed during the demolition of the shed and portion of the patio.
7. Large healthy trees along the frontage of the property shall be preserved to the extent reasonably possible, after allowances are made for a drive entrance. Prior to construction, a tree preservation plan shall be approved by UFMD and trees within the preservation area shall be protected by tree protection fence. Tree protection fencing in the form of four (4) foot high, fourteen (14) gauge welded wire attached to six (6) foot steel posts driven eighteen (18) inches into the ground and placed no further than ten (10) feet apart or, super silt fence to the extent that required trenching for super silt fence does not sever or wound compression roots which can lead to structural failure and/or uprooting of trees shall be erected at the limits of clearing and grading as shown on the demolition, and phase I & II erosion and sediment control sheets.

All tree protection fencing shall be installed after the tree preservation walk-through meeting but prior to any clearing and grading activities. The installation of all tree protection fencing shall be performed under the supervision of a certified arborist, and accomplished in a manner that does not harm existing vegetation that is to be preserved. Three (3) days prior to the commencement of any clearing, grading or demolition activities, but subsequent to the installation of the tree protection devices, the UFMD, DPWES, shall be notified and given the opportunity to inspect the site to ensure that all tree protection devices have been correctly installed. If it is determined that the fencing has not been installed correctly, no grading or construction activities shall occur until the fencing is installed correctly, as determined by the UFMD, DPWES.”

This approval, contingent upon the above-noted conditions, shall not relieve the applicant from compliance with the provisions of any applicable ordinances, regulations or adopted standards including requirements for building permits.

Application No.(s): _____
 (County-assigned application number(s), to be entered by County Staff)

SPECIAL PERMIT/VARIANCE AFFIDAVIT

DATE: September 18, 2013
 (enter date affidavit is notarized)

172358

I, Sarah E. Hall, do hereby state that I am an
 (enter name of applicant or authorized agent)

(check one) applicant
 applicant's authorized agent listed in Par. 1(a) below

and that, to the best of my knowledge and belief, the following is true:

1(a). The following constitutes a listing of the names and addresses of all **APPLICANTS, TITLE OWNERS, CONTRACT PURCHASERS, and LESSEES** of the land described in the application, and, if any of the foregoing is a **TRUSTEE***, each **BENEFICIARY** of such trust, and all **ATTORNEYS** and **REAL ESTATE BROKERS**, and all **AGENTS** who have acted on behalf of any of the foregoing with respect to the application:

(NOTE: All relationships to the application listed above in **BOLD** print must be disclosed. Multiple relationships may be listed together, e.g., **Attorney/Agent, Contract Purchaser/Lessee, Applicant/Title Owner**, etc. For a multiparcel application, list the Tax Map Number(s) of the parcel(s) for each owner(s) in the Relationship column.)

NAME (enter first name, middle initial, and last name)	ADDRESS (enter number, street, city, state, and zip code)	RELATIONSHIP(S) (enter applicable relationships listed in BOLD above)
Robert L. Welsh	7847 Southdown Road Alexandria, VA 22308	Title Owner/Applicant
Walter L. Phillips, Inc. Agents: Aaron M. Vinson Monica R. Westgate	207 Park Avenue Falls Church, VA 22036	Engineers/Agent
Blankingship & Keith, P.C. Agents: Sarah E. Hall Jeremy B. Root	4020 University Drive Suite 300 Fairfax, VA 22030	Attorneys/Agent

(check if applicable) There are more relationships to be listed and Par. 1(a) is continued on a "Special Permit/Variance Attachment to Par. 1(a)" form.

* List as follows: Name of trustee, Trustee for (name of trust, if applicable), for the benefit of: (state name of each beneficiary).

Application No.(s): _____
(County-assigned application number(s), to be entered by County Staff)

Page Two

SPECIAL PERMIT/VARIANCE AFFIDAVIT

DATE: September 18, 2013
(enter date affidavit is notarized)

122358

1(b). The following constitutes a listing** of the **SHAREHOLDERS** of all corporations disclosed in this affidavit who own 10% or more of any class of stock issued by said corporation, and where such corporation has 10 or less shareholders, a listing of all of the shareholders:

(NOTE: Include SOLE PROPRIETORSHIPS, LIMITED LIABILITY COMPANIES, and REAL ESTATE INVESTMENT TRUSTS herein.)

CORPORATION INFORMATION

NAME & ADDRESS OF CORPORATION: (enter complete name, number, street, city, state, and zip code)

Walter L. Phillips, Inc.
207 Park Avenue
Falls Church, VA 22046

DESCRIPTION OF CORPORATION: (check one statement)

- There are 10 or less shareholders, and all of the shareholders are listed below.
 There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
 There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

NAMES OF SHAREHOLDERS: (enter first name, middle initial, and last name)

Jeffrey J. Stuchel
Brian G. Baillargeon
Aaron M. Vinson

(check if applicable) There is more corporation information and Par. 1(b) is continued on a "Special Permit/Variance Attachment 1(b)" form.

** All listings which include partnerships, corporations, or trusts, to include the names of beneficiaries, must be broken down successively until (a) only individual persons are listed or (b) the listing for a corporation having more than 10 shareholders has no shareholder owning 10% or more of any class of stock. ***In the case of an APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE of the land that is a partnership, corporation, or trust, such successive breakdown must include a listing and further breakdown of all of its partners, of its shareholders as required above, and of beneficiaries of any trusts. Such successive breakdown must also include breakdowns of any partnership, corporation, or trust owning 10% or more of the APPLICANT, TITLE OWNER, CONTRACT PURCHASER or LESSEE of the land. Limited liability companies and real estate investment trusts and their equivalents are treated as corporations, with members being deemed the equivalent of shareholders; managing members shall also be listed.*** Use footnote numbers to designate partnerships or corporations, which have further listings on an attachment page, and reference the same footnote numbers on the attachment page.

Application No.(s): _____
(county-assigned application number(s), to be entered by County Staff)

Page 1 of 1

Special Permit/Variance Attachment to Par. 1(b)

DATE: September 18, 2013
(enter date affidavit is notarized)

122358

NAME & ADDRESS OF CORPORATION: (enter complete name, number, street, city, state, and zip code)

Blankingship & Keith, P.C.
4020 University Drive, Suite 300
Fairfax, Virginia 22030

DESCRIPTION OF CORPORATION: (check one statement)

- There are 10 or less shareholders, and all of the shareholders are listed below.
- There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

NAMES OF THE SHAREHOLDERS: (enter first name, middle initial, and last name)

All Shareholders are listed below:

John A.C. Keith	Wm. Quinton Robinson	William H. Casterline, Jr.	John F. Cafferky	Sarah E. Hall	William B. Porter
Paul B. Terpak	Gifford R. Hampshire	Peter S. Everett	William L. Carey	David Rust Clarke	Mary McGowan
David J. Gogal	Mark A. Towery	Elizabeth C. Morrogh	Jeremy B. Root	Robert J. Stoney	Daniel E. Ortiz

NAME & ADDRESS OF CORPORATION: (enter complete name, number, street, city, state, and zip code)

DESCRIPTION OF CORPORATION: (check one statement)

- There are 10 or less shareholders, and all of the shareholders are listed below.
- There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

NAMES OF THE SHAREHOLDERS: (enter first name, middle initial, and last name)

(check if applicable) There is more corporation information and Par. 1(b) is continued further on a "Special Permit/Variance Attachment to Par. 1(b)" form.

Application No.(s): _____
(County-assigned application number(s), to be entered by County Staff)

SPECIAL PERMIT/VARIANCE AFFIDAVIT

DATE: September 18, 2013
(enter date affidavit is notarized)

122358

1(c). The following constitutes a listing** of all of the **PARTNERS**, both **GENERAL** and **LIMITED**, in any partnership disclosed in this affidavit:

PARTNERSHIP INFORMATION

PARTNERSHIP NAME & ADDRESS: (enter complete name, number, street, city, state, and zip code)

(check if applicable) The above-listed partnership has no limited partners.

NAMES AND TITLE OF THE PARTNERS (enter first name, middle initial, last name, and title, e.g. **General Partner, Limited Partner, or General and Limited Partner**)

(check if applicable) There is more partnership information and Par. 1(c) is continued on a "Special Permit/Variance Attachment to Par. 1(c)" form.

** All listings which include partnerships, corporations, or trusts, to include the names of beneficiaries, must be broken down successively until: (a) only individual persons are listed or (b) the listing for a corporation having more than 10 shareholders has no shareholder owning 10% or more of any class of stock. *In the case of an **APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE** of the land that is a partnership, corporation, or trust, such successive breakdown must include a listing and further breakdown of all of its partners, of its shareholders as required above, and of beneficiaries of any trusts. Such successive breakdown must also include breakdowns of any partnership, corporation, or trust owning 10% or more of the **APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE** of the land. Limited liability companies and real estate investment trusts and their equivalents are treated as corporations, with members being deemed the equivalent of shareholders; managing members shall also be listed.* Use footnote numbers to designate partnerships or corporations, which have further listings on an attachment page, and reference the same footnote numbers on the attachment page.

Application No.(s): _____
(County-assigned application number(s), to be entered by County Staff)

Page Four

SPECIAL PERMIT/VARIANCE AFFIDAVIT

DATE: September 18, 2013
(enter date affidavit is notarized)

122358

1(d). One of the following boxes **must** be checked:

In addition to the names listed in Paragraphs 1(a), 1(b), and 1(c) above, the following is a listing of any and all other individuals who own in the aggregate (directly and as a shareholder, partner, and beneficiary of a trust) 10% or more of the **APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE** of the land:

Other than the names listed in Paragraphs 1(a), 1(b), and 1(c) above, no individual owns in the aggregate (directly and as a shareholder, partner, and beneficiary of a trust) 10% or more of the **APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE** of the land.

2. That no member of the Fairfax County Board of Zoning Appeals, Planning Commission, or any member of his or her immediate household owns or has any financial interest in the subject land either individually, by ownership of stock in a corporation owning such land, or through an interest in a partnership owning such land.

EXCEPT AS FOLLOWS: (NOTE: If answer is none, enter "NONE" on the line below.)

None.

(check if applicable) There are more interests to be listed and Par. 2 is continued on a "Special Permit/Variance Attachment to Par. 2" form.

Application No.(s): _____
(County-assigned application number(s), to be entered by County Staff)

SPECIAL PERMIT/VARIANCE AFFIDAVIT

DATE: September 18, 2013
(enter date affidavit is notarized)

122358

3. That within the twelve-month period prior to the public hearing of this application, no member of the Fairfax County Board of Zoning Appeals, Planning Commission, or any member of his or her immediate household, either directly or by way of partnership in which any of them is a partner, employee, agent, or attorney, or through a partner of any of them, or through a corporation in which any of them is an officer, director, employee, agent, or attorney or holds 10% or more of the outstanding bonds or shares of stock of a particular class, has, or has had any business or financial relationship, other than any ordinary depositor or customer relationship with or by a retail establishment, public utility, or bank, including any gift or donation having a value of more than \$100, singularly or in the aggregate, with any of those listed in Par. 1 above.

EXCEPT AS FOLLOWS: (**NOTE:** If answer is none, enter "NONE" on line below.)

None.

(NOTE: Business or financial relationships of the type described in this paragraph that arise after the filing of this application and before each public hearing must be disclosed prior to the public hearings. See Par. 4 below.)

(check if applicable) There are more disclosures to be listed and Par. 3 is continued on a "Special Permit/Variance Attachment to Par. 3" form.

4. That the information contained in this affidavit is complete, that all partnerships, corporations, and trusts owning 10% or more of the APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE of the land have been listed and broken down, and that prior to each and every public hearing on this matter, I will reexamine this affidavit and provide any changed or supplemental information, including business or financial relationships of the type described in Paragraph 3 above, that arise on or after the date of this application.

WITNESS the following signature:

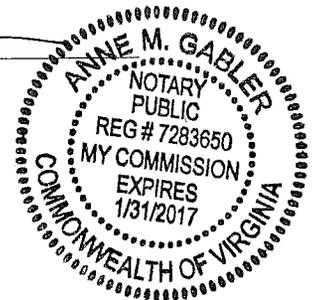
(check one) Applicant Sarah E. Hall Attorney/Agent Applicant's Authorized Agent

Sarah E. Hall, Attorney/Agent
(type or print first name, middle initial, last name, and title of signee)

Subscribed and sworn to before me this 18 day of September 2013, in the State/Comm. of Virginia, County/City of Fairfax.

Anne M. Gabler
Notary Public

My commission expires: 1-31-17



B&K Blankingship⁺ Keith^{pc}

4020 University Drive
Suite 300
Fairfax, Virginia 22030

T: 703.691.1235
F: 703.691.3913

Writer's E-Mail Address:
shall@bklawva.com
Direct Dial: (703) 293-7231

JOHN A.C. KEITH
WILLIAM H. CASTERLINE, JR.
SARAH E. HALL
PAUL B. TERPAK
PETER S. EVERETT
DAVID RUST CLARKE
DAVID J. GOGAL
ELIZABETH CHICHESTER MORROGH
ROBERT J. STONEY
WM. QUINTON ROBINSON
JOHN F. CAFFERKY
WILLIAM B. PORTER
GIFFORD R. HAMPSHIRE
WILLIAM L. CAREY
MARY MCGOWAN
MARK A. TOWERY

JEREMY B. ROOT
DANIEL E. ORTIZ
CHIDI I. JAMES
—
ANDREA D. GEMIGNANI
LAURIE L. PROCTOR
PATRICIA A. MINSON
JENNIFER L. MCCAMMON
MICHAEL A. HOWES
JESSICA L. SURA
ROBERT M. FALCONI
—
A. HUGO BLANKINGSHIP, JR.
OF COUNSEL
STANLEY P. KLEIN
SENIOR COUNSEL

August 28, 2013

Via Courier

Virginia Ruffner
Fairfax County Department of Planning and Zoning
Herrity Building
12055 Government Center Parkway
8th Floor, Suite 801
Fairfax, Virginia 22035

RECEIVED
Department of Planning & Zoning

AUG 28 2013

Zoning Evaluation Division

Re: Variance Application: Robert L. Welsh

Dear Virginia:

This firm is representing Robert L. Welsh in his pursuit of a variance relating to his property at 7843 Southdown Road.

Enclosed are the following components of the variance application:

- The \$8,180 application fee
- Four (4) copies of the variance application form
- The zoning map on which the subject property has been outlined in red
- The affidavit
- Authorization for this firm to act as agent for the applicant
- The Statement of Justification
- Photographs of the subject property (disk and printed)
- One copy of the Variance Plat

When the Plat has been found acceptable, we will provide the additional required copies and the reduction to you.

We appreciate your prompt review of the enclosed.

Best regards.

Yours truly,


Sarah E. Hall

SEH:mlw
Enclosures
cc: Robert L. Welsh

AUG 28 2013

STATEMENT OF JUSTIFICATION

Zoning Evaluation Division

The subject property, TM 102-2 ((18)) 9B, was created in 1948 by recordation of a deed which described it by metes and bounds. This description was used in all later conveyances of the property. In 1979 the parents of Applicant Robert L. Welsh purchased the property. It was undeveloped at that time and remains undeveloped. Following the death of his parents, Applicant became the owner of the property in 2012.

In December 2012 Applicant sought from Fairfax County a determination that the property was a buildable lot. Submitted with his request was a copy of a plat that he had found among his mother's papers prepared by Cecil J. Cross of Alexandria dated May 13, 1955 ("Cross Plat"). A copy of that Plat is attached as Exhibit A. The Plat showed Lot 9B, and handwritten on it was the following notation:

This is a building lot created 1946 (16/19) OK W. Covington

Ignoring the Cross Plat, the County determined that Lot 9B was not buildable. Applicant appealed this determination to the Board of Zoning Appeals (A-2013-MV-005). In the staff report on the appeal, the County noted that, other than the appeal, a variance of the lot width and lot area requirements was the only remedy which could provide relief to Mr. Welsh. The appeal has been deferred to permit this variance application to go forward. If approved, the variance would provide an incontrovertible basis for a determination that the lot is buildable, thus mooting the need for the appeal.

Attached as Exhibit B is a statement of W.S. Covington, III, the Supervisor of the Brentsville District, Prince William Board of County Supervisors. Supervisor Covington sets out the positions held by his father, Wallace S. Covington, Jr., in Fairfax County and concludes that the "W. Covington" on the plat that is Exhibit A was written by his father. Attached as Exhibit C are copies of two documents recorded among the land records of Fairfax County which were executed by Wallace S. Covington, Jr. and his wife Margaret G. Covington. One document he executed as Wallace S. Covington and the other as Wallace S. Covington, Jr. Finally, attached as Exhibit D are copies of the minutes of four meetings of the Board of Zoning Appeals at which Wallace S. Covington, Jr., identified as either the Zoning Administrator or the Assistant Zoning Administrator, expressed opinions as to the interpretation of the Zoning Ordinance.

When Applicant's parents purchased the subject property, they paid \$44,000 for it, a price which in 1979 reflected their belief that the property was buildable. From that time until 2011, when the property was incorrectly shown on the Tax Map, Fairfax County assessed it as a buildable lot. From 2006 through 2008, it was assessed at \$624,000. Attached as Exhibit E is a summary of the taxes assessed and paid in the 33 years from 1979 to 2012.

By this application Applicant seeks a variance of the lot area and lot width requirements of the R-2 district, in which the subject property is located. The minimum lot area in the R-2 district is 15,000 square feet, and the area of the subject lot is 14,228 square feet. The minimum lot width in the R-2 district is 100 feet, and the width of the subject property is 88 feet. Applicant has no plans to build on the lot in the near future, and, because it already exists, the lot will not be the

subject of a subdivision. This is not a typical variance situation, and it calls for a creative approach as to the expiration of the variance once it has been granted. The variance plat shows a shed on the subject property and a corner of a patio which extends from the adjoining lot owned by Applicant and his wife and notes that each will be removed. Note 12 on the variance plat provides that the removal will take place within four months of the granting of the variance. Applicant requests that the BZA grant the variance and provide that, upon the removal of the shed and the corner of the patio within the requisite four months, the variance will remain in effect without term.

This application meets all of the variance standards set out in Section 18-404 of the Zoning Ordinance. Each of the nine standards is addressed below:

1. Subject property was acquired in good faith. Applicant's parents acquired the property in good faith in 1979, and he inherited it in good faith in 2012. When his parents purchased the property, they paid a "buildable lot" price for it, and they were provided a determination by Wallace S. Covington, Jr., a high-ranking planning official with Fairfax County, that the lot was buildable. His parents having paid "buildable lot" taxes on the property for more than 30 years, Applicant assumed when he inherited it that it was buildable.

2. Subject property has an exceptional characteristic or an extraordinary situation or condition. This situation is an extraordinary one. On the basis of the Cross Plat, the property owners were given every reason to believe that the lot was buildable, and until the non-buildability determination in 2013, Fairfax County agreed. On the basis of their understanding that the lot was buildable, Applicant's parents never challenged the "buildable lot" assessments of their property, and they prepared an estate plan which assumed that the property was buildable and that its value was approximately the assessed value.

3. Condition or situation is not general or recurring. The unique feature of this situation is the plat signed by Wallace S. Covington, Jr. on which he noted that the subject property is buildable. This feature is not so general or recurring that an amendment to the Zoning Ordinance could reasonably deal with it. To the contrary, as a unique feature it is an appropriate basis for a variance.

4. Strict application of Zoning Ordinance would produce undue hardship. Strict application of the Zoning Ordinance would produce undue hardship in that it would render unbuildable a lot which a County zoning official determined in writing to be buildable and which has been consistently taxed as a buildable lot since 1979. Appeals of real estate taxes can only go back three years – hardly time to compensate the Welsh family for the taxes they paid on this property for over 30 years. In reliance on the Cross Plat, Applicant's parents created an estate plan which assumed the lot was buildable. As the inheritor of the subject property, Applicant suffered undue hardship when the County determined the lot to be unbuildable. It should be remedied by the granting of this variance. Applicant emphasizes that the variance is minimal – 772 square feet of lot area and 12 feet of lot width.

5. Undue hardship is not generally shared. To Applicant's knowledge, no other owner of a lot in the vicinity of the subject property has been provided the written assurance by a

zoning official that its lot is buildable and had it so taxed only to have the County later determine that it is not buildable. As noted above, this is a unique situation.

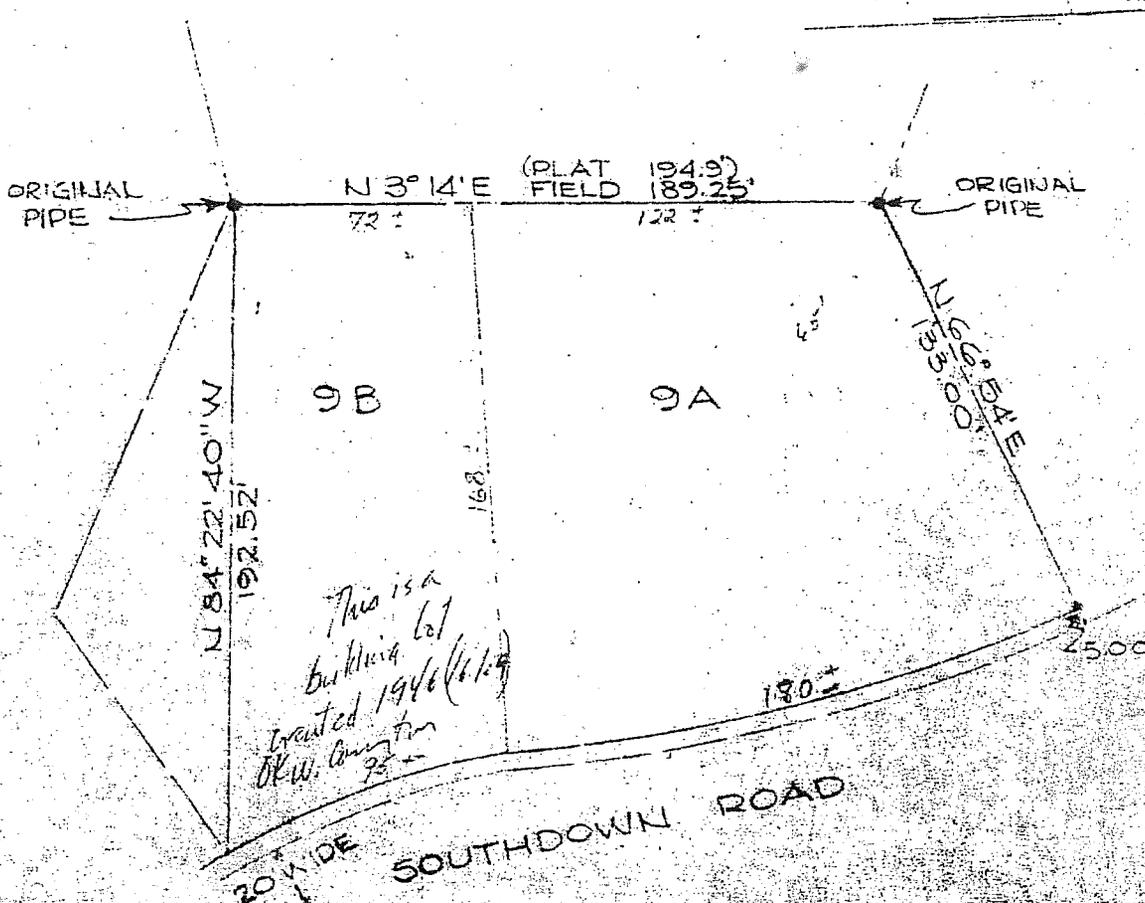
6. Strict application of the Zoning Ordinance would restrict all reasonable use of the property or granting of variance would alleviate clearly demonstrable hardship. Strict application of the Zoning Ordinance would in fact unreasonably restrict all reasonable use of the property. Without the variance, no house could be built on the property nor could any other use permitted by right or by special permit or by the special exception in the R-2 district be established on it. Furthermore, no accessory use could be established nor accessory structure built since no primary use or structure is possible. The granting of the variance would not be a special privilege or convenience for Applicant. Rather, it would prevent what is essentially a confiscatory situation from being allowed to continue. As addressed above, the variance would alleviate a clearly demonstrable hardship.

7. Variance will not be of substantial detriment to adjoining property. At 14,228 square feet in area and 88 feet in width, the subject property, if developed, would not be a substantial detriment to the adjoining properties. Of the three adjoining properties, one (TM 102-2 ((18)) 9A) is owned by Applicant and his wife. The owners of the other two – Russell Ring (TM 102-2 ((18)) 40) and Daniel Mongeon (TM 102-2 ((18)) 42) – signed a letter to the BZA dated May 20, 2013 in support of Applicant’s appeal of the County’s determination that the subject property is not buildable. A copy of that letter is attached as Exhibit F. Directly across Southdown Road from the subject property is TM 102-2 ((18)) A2. According to County records, that property has an area of .34 acres (14,810 square feet), which is less than the 15,000 square feet required in the R-2 district, and it is developed with a house. It is difficult to see how the owner of that property could object to having a house built on the subject property.

8. Granting of variance will not change character of zoning district. Although Wellington lies in the R-2 zoning district, it includes many lots with an area of less than 15,000 square feet, and many of them have been developed with houses, such as TM 102-2 ((18)) A2, addressed immediately above. TM 102-2 ((18)) A1 has an area of 10,361 square feet, and a house is located on it. A house is also located on TM 102-2 ((18)) 43B, which has an area of 13,289 square feet.

9. Variance will be in harmony with intended spirit and purpose of Zoning Ordinance and will not be contrary to the public interest. Granting this variance will be in harmony with the spirit and purpose of the Zoning Ordinance and will support the public interest. Two critical purposes of the Zoning Ordinance are to create and maintain harmonious conditions and to facilitate the creation of a convenient, attractive, and harmonious community. Granting Applicant’s variance will serve both these purposes. Also, the definition of Variance in Section 15.2-2201 of the Code of Virginia includes the concept that a variance “would result in substantial justice being done.” Granting the variance in this case would achieve justice, and the public interest is served whenever justice is the result.

Applicant requests that the BZA grant this variance.



PLAT
 SHOWING SURVEY OF
 LOT 9A & PART OF LOT 9B
 WELLINGTON
 FAIRFAX COUNTY, VA
 SCALE 1"=50' MAY 13, 1955

Cecil J. Cross
 CECIL J. CROSS
 CERTIFIED ENGR & SURVEYOR
 ALEXANDRIA, VA

53-6

P. 134

To: Fairfax County Board of Zoning Appeals
From: W. S. Covington III

My father, Wallace S. Covington, Jr., was employed by Fairfax County from approximately 1963 until he retired in 1986, the year he died. During his time with Fairfax County, my father held a number of different positions including without limitation planner, Branch Chief, Permits and Plans Review and at least an Assistant Zoning Administrator.

I am very familiar with my father's handwriting. I have examined the attached document and believe that "W. Covington" was written by my father. Sometimes he used "Jr." after his name, and sometimes he did not.


W. S. Covington III

6/4/13
Date

ORIGINAL PIPE

N 3° 14' E (PLAT 194.9')
FIELD 189.25'

ORIGINAL PIPE

N 84° 22' 40" W
192.52'

9B

9A

N 59° 51' 04" E
153.00'

*This is a
burial lot
created 1946 (1/1/19)
Old Country
93*

190.5

25.00'

20' WIDE

SOUTHDOWN ROAD

PLAT
SHOWING SURVEY OF
LOT 9A & PART OF LOT 9B
WELLINGTON
FAIRFAX COUNTY, VA
SCALE 1"=50' MAY 13, 1955

Cecil J. Cross
CECIL J. CROSS
CERTIFIED ENGINEER & SURVEYOR
ALEXANDRIA, VA

85-109507

BK6240 P60679

THIS DEED made and entered into this 4th day of October, 1985, by and between WALLACE S. COVINGTON and MARGARET G. COVINGTON, his wife, parties of the first part; and THE MILTON COMPANY, a Virginia corporation, party of the second part.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the parties of the first part do hereby grant and convey unto the party of the second part, with Special Warranty of Title, all of that certain parcel of property located in Fairfax County, Virginia, as more particularly described as follows:

"Beginning at a pipe on the northerly side of a 30 foot road, said pipe is the southeasterly corner of the 3.604 Acres formerly in the name of Clore; thence with the said side of the road S 49° 05' W 139.00 feet; thence with the line of the existing anchor fence N 40° 55' W 223.50 feet; thence with a new division line through the former Clore property N 49° 05' E 251.45 feet to a point on the easterly line of the original tract; thence with a portion of said line S 14° 12' 30" E 250.19 feet to the beginning containing 1.00 Acre."

AND BEING the same property conveyed to the parties of the first part by Deed recorded in Deed Book 3015, at Page 564 among the land records of Fairfax County, Virginia.

This conveyance is made subject to conditions, restrictions, rights of way and easements contained in the deeds forming the chain of title to this property.

WITNESS the following signatures and seals:

Wallace S. Covington (SEAL)
WALLACE S. COVINGTON

Margaret G. Covington (SEAL)
MARGARET G. COVINGTON

GRANTEE'S ADDRESS:

1951 Kidwell Drive, Suite 200
Vienna, Virginia 22180

STATE TAX 112.50
COUNTY TAX 37.50
TRANSFER TAX 1.00
CLEARYS F. 10.00
GRANTOR TAX 75.00
CONS. 75.00

Return to:
BETTING, FOX
AND SHUMATE, P.C.
ATTORNEYS AT LAW
10251 ACADEMY DRIVE
SUITE 100
FAIRFAX, VIRGINIA 22030
274210

Consideration: \$75,000.00

STATE OF VIRGINIA,
COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the State and County/City aforesaid, whose commission as such expires on the 18th day of July, 19 88, do hereby certify that WALLACE S. COVINGTON and MARGARET G. COVINGTON, whose names are signed to the foregoing document bearing date on the 4th day of October, 1985, have signed and acknowledged the same before me in my State and County aforesaid.

GIVEN under my hand and seal this 4th day of October, 1985.

Edward D. Payne
Notary Public

JLW2:035

RECORDED W/CERTIFICATE ANNEXED
1985 OCT -8 AM 9:31
FAIRFAX COUNTY, VA.
TESTE: [Signature]
CLERK

2

81-038905 BK5565 0093

THIS DEFERRED PURCHASE MONEY DEED OF TRUST, dated June 24, 1981
by and between WALLACE S. COVINGTON, SR. and MARGARET G. COVINGTON,
his wife, hereinafter referred to as grantors; and W. LEWIS LEIGH
and LEWIS LEIGH, JR., both residents of Fairfax County, Virginia,
TRUSTEES, hereinafter referred to as grantees.

WITNESSETH:

that for and in consideration of the sum of \$10 cash in hand paid
and other good and valuable considerations, the receipt of all of
which is hereby acknowledged, the grantors do hereby grant, bargain,
sell and convey, with GENERAL WARRANTY OF TITLE, unto the grantees,
all of those parcels of land, together with all improvements thereon
and all appurtenances thereunto, located in Fairfax County, Virginia,
and more particularly described as follows:

LOTS NUMBERED SIX (6), containing 5 acres, and SEVEN (7), contain-
ing 6.0677 acres of the Property of Calvin H. Haley, as shown on
plat recorded in Deed Book 1150, page 65 of the Fairfax County,
Virginia land records

TOGETHER WITH right of way in common with others entitled thereto
over a strip of land 30 feet wide along the northerly line of the
aforesaid property known as "Wharton Lane" as said right of way is
described in Liber E, No. 7, page 550, Liber G. No. 7, page 464;
Liber M. No. 15, page 448 and Flat Book 4, page 127 of the aforesaid
county land records

LESS AND EXCEPT therefrom all of that approximately 5.48 acres taken
by the Commonwealth of Virginia for the right of way of Interstate
Route 66, all as more particularly set forth in a Certificate of
Taking dated March 9, 1959 and recorded in Deed Book 1751, page 554
and in Order confirming said taking dated September 23, 1960 and
recorded in Deed Book 1934, page 244, all among the land records of
Fairfax County, Virginia

AND BEING the same land conveyed to the grantors herein by deed
dated June 24, 1981 from Grace Ladson Scott, surviving tenant, and
recorded immediately prior hereto among the said county land records.

IN TRUST, HOWEVER, to secure the prompt payment of one certain
negotiable, promissory, homestead waiving note bearing even date
herewith, drawn by the grantors herein, to the order of Grace Ladson
Scott, for the principal sum of \$68,000.00 with interest at the rate
of thirteen per cent (13%) per annum, payable in monthly installments
of \$752.76 each, beginning July 24, 1981, and a like installment on

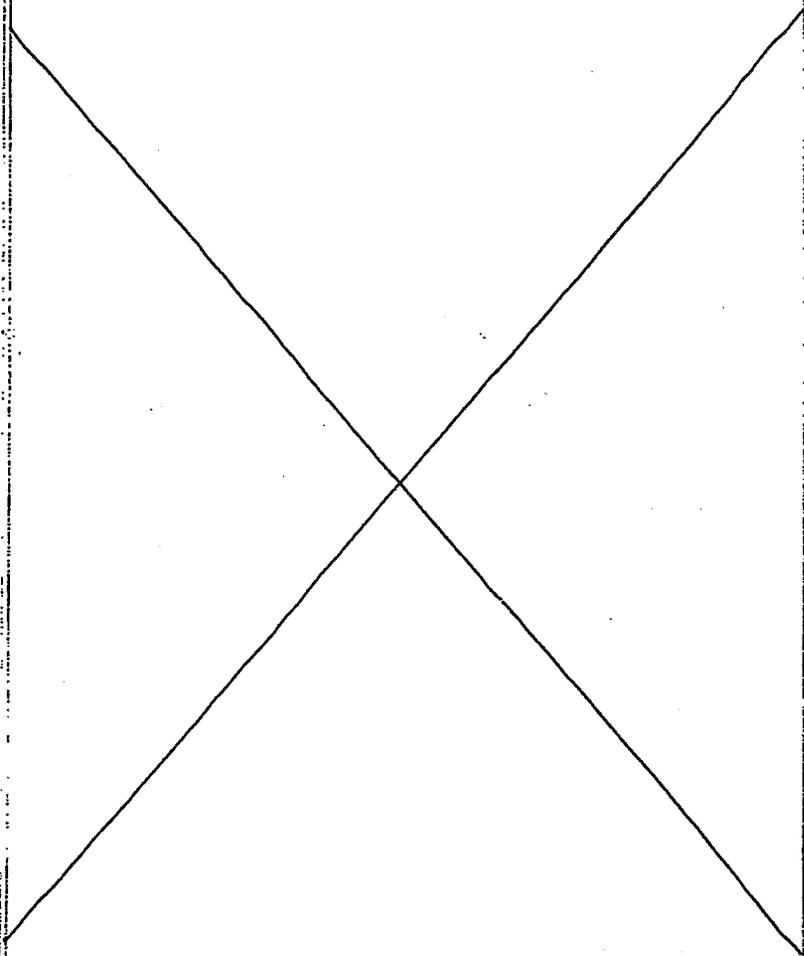
Return to
Leigh & Leigh, ATYS

8X5565 0094

on the 24th day of each and every month thereafter, except that unless sooner paid, the entire indebtedness hereby secured, both principal and accrued interest, shall be due and payable in full five years from date hereof.

The indebtedness hereby secured represents Deferred Purchase Money.

Grantors reserve the right to prepay said indebtedness in part or in full at any time without penalty.



The said grantors covenant to pay the debts hereby secured, and, during the continuance of this trust, to pay immediately all taxes, levies and assessments on said premises when they first become due, and to keep the improvements thereon insured against fire, and extended coverage, in some responsible insurance company, for such amount, in such company or companies as the beneficiary hereunder may elect, and to deposit the same with the said beneficiary, properly assigned for the beneficiary's protection, and any amount received from said insurance shall be applied in the reduction of the debt hereby secured, whether due or not, unless the holder or holders thereof shall waive the right to have the same so applied, and the said grantor hereby waives the benefit of the homestead exemption as to the debts hereby secured.

The said grantor covenants to keep the said property in sound condition and good repair; that no act or thing shall be done to depreciate or impair the value of the property hereby conveyed during the continuance of this trust, and that the said property shall not be transferred or assigned in any manner which will affect the security of the holder or holders of the indebtedness hereby secured.

The said grantor covenants that all awnings, door and window screens, mantels, cabinets, linoleum, stoves, shades, blinds, mechanical refrigerators, fuel burning system and equipment, water heaters, radiator covers, and all plumbing, heating, lighting, cooking ventilating, cooling, air-conditioning and refrigerating apparatus and equipment, and each and every of the interior improvements and fixtures, movable or immovable, of every kind and description, in and upon said land and premises, or used in connection therewith, and all additions and replacements thereto, are, and shall be deemed to be fixtures and all shall be an accession to the freehold and a part of the realty, and the same are covered by this deed of trust and included in the terms "land," "real estate" and "premises" wherever used herein.

Whenever in this instrument the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and the plural number includes the singular.

Whenever more than one grantee are named as Trustees herein, any one of them shall have full power to act alone under any provision of this deed of trust and any such action by one of the Trustees shall have the same force and effect as though all had acted jointly.

The said grantor covenants that upon default being made in the payment of the indebtedness hereby secured when and as same shall become due and payable, or any instalment or interest thereon when due, or upon default being made in the payment of any such taxes, levies and assessments, or to so insure, or upon default in payment after demand of any sum or sums advanced by the holder of said indebtedness or any part thereof on account of any costs, counsel fees or expenses of this trust, or on account of any taxes, assess-

BK5565 0096

ments, liens, deed of trust, or other encumbrance on said land or premises, prior in lien to to this trust, with interest thereon at 13 per centum ~~thirteen~~ per annum from the date of advance (it being hereby agreed that on default in payment of said costs, fees, expenses, taxes or assessments, or insurance, or expense of litigation, or such prior lien, deed of trust or other encumbrance as aforesaid, the same may be paid by the holder or holders of said indebtedness or any part thereof, and all sums advanced in so doing, with interest as aforesaid, shall forthwith attach as a lien hereunder and be demandable at any time); or upon the breach of any of the covenants herein contained; then upon any and every such default so made the entire balance shall become due and payable, at the option of the holder of said indebtedness, and at any time thereafter, upon being requested so to do by the holder of any part of said indebtedness, the said grantee shall sell the property hereby conveyed at public auction for cash, after advertising the time, terms and place of sale by hand-bills for at least eight days prior thereto, or by publication once a week for two successive weeks in some newspaper published or circulated in said county, or both, in the discretion of the said grantee and shall convey the same to the purchaser thereof, who shall not be required to see to the application of the purchase money, and of the proceeds of said sale, first, to pay all proper costs, charges and expenses, all taxes, levies, assessments and insurance premiums paid by any party secured by this trust, or that may be unpaid, and to retain as compensation a commission of five per centum upon the gross amount of said sale; secondly, to pay what may then remain unpaid of the said indebtedness, and any sums advanced by the holder or holders thereof to protect the same as aforesaid, and the interest thereon, if any, and lastly, to pay the remainder, if any, to the said grantor, or his assigns.

And it is further agreed that if the said property shall be advertised for sale as herein provided and not sold, the grantee acting shall be entitled to one-half the commission above provided, to be computed on the amount of the debt hereby secured. In the event of sale hereunder, the grantee may require a deposit by the purchaser of ten per cent of the amount of said sale.

Witness the following signatures and seals :

Wallace S. Covington, Jr. (SEAL)
WALLACE S. COVINGTON, JR.
Margaret G. Covington (SEAL)
MARGARET G. COVINGTON

STATE OF VIRGINIA }
COUNTY OF FAIRFAX } to wit:

I, Julia C. Hunter, a notary public in and for the STATE AND COUNTY aforesaid, whose commission as such will expire on the 15th day of May, 1982, do hereby certify that this day personally appeared before me in my said State and County,

WALLACE S. COVINGTON, JR. and MARGARET G. COVINGTON
his wife

whose names are signed to the foregoing and hereunto annexed deed of trust, dated the 24th day of JUNE, 19 81, and who acknowledged the same before me.

Given under my hand this 24th day of JUNE, 19 81.

Julia C. Hunter
Notary Public as aforesaid.

RECORDED &/CERTIFICATE ANNEXED

1981 JUN 25 AM 10: 35

FAIRFAX COUNTY, VA.

TESTE: *James Z. [unclear]*
CLERK

Page 13, January 8, 1975
CASA CUBA (continued)

that he also did not think this application complies with the standards for Special Use Permit uses in R Districts.

Mr. Barnes stated that the road is a big factor. The Health Department has approved this facility for only 50 people and he felt that more people would use this property during the summer months.

Mr. Runyon stated that the Health Department approved the existing septic field and the applicant proposes an additional septic field. He asked the Zoning Administrator for some clarification on the road. He asked if it is a requirement that this type use be on a paved road.

Mr. Covington stated that it is not a requirement, but it should be on a road that one could ride in and out of.

Mr. Baker stated that he felt the Board is taking a narrow view. The applicant can't afford the road right now, but he did not feel the Board should stop them from using this facility.

Mr. Kelley stated that he agreed that this is an excellent idea, but that this location is not the place for this use.

In answer to Mr. Runyon's question of where he would suggest putting this type use, Mr. Kelley answered that he would have to consider that location just as he considered this place. He would have to know the traffic conditions and the road would have to be paved. This location is the location he is making the motion on.

Mr. Smith stated that access is the problem as far as he is concerned. He stated that they would have to develop the road to the site in order for him to consider a favorable vote on the application.

The motion to deny passed 3 to 2 with Messrs. Runyon and Baker voting No.

DEFERRED CASE: C. HUGHES CO., V-195-74, 8815 Old Mount Vernon Road, 110-2
(1)24 (Deferred from 12-18-74 for viewing and decision only.)

Mr. Smith stated that there has been a new document entered into the record. He asked Mr. Covington if he had seen this document before. He stated that Mr. Hansbarger contends that this document is the building permit for the 6' wall. He again asked what the height of the wall is.

Mr. Covington stated that the wall is 7'6". He stated that he would like to check this building permit out.

Mr. Runyon moved that in application V-195-74 by C. Hughes Co., that this case be deferred to the meeting of January 15, 1975 in order for the Board to obtain copies of the building permit.

Mr. Kelley stated that he went down to this site and inspected and measured the wall.

Mr. Smith stated that Mr. Hansbarger stated that the fence is only 6' from grade.

Mr. Kelley stated that he and Mr. Covington measured the fence from the ground.

Mr. Runyon stated that the part one would see is 7'6".

Mr. Kelley stated that there is a higher fence above it, a chain link fence. He stated that it looks like Lorton.

Mr. Hansbarger offered to go down and help someone measure it again.

Mr. Smith stated that ~~Mr. Covington is the Zoning Administrator~~ and he measured the fence, the inspector measured it and Mr. Kelley measured it. It is the Zoning Administrator's interpretation that the wall is 7 1/2 feet high and the Board will have to accept his interpretation unless the Board has something to the contrary. Now the Board has new evidence and there is a motion to defer the case until January 15, 1975. He inquired if this was agreeable with the other Board members.

All the other Board members indicated that this was agreeable with them.

//

013

Page 44, February 12, 1975
Lorraine M. Vaughn

10:40 - LORRINE M. VAUGHN application under Section 30-6.6 of Ordinance to permit less frontage on 2 corner lots than allowed by Ordinance, and to vary the front setback requirements for 2 houses on the corner lots (75 ft. required from center line of easement serving proposed lot 10A), 11216 Chapel Road, 76((5))10, (9.0808 acres), Springfield District, (RE-1), V-3-75.

Mr. Patrick J. Vaughn, attorney and son of the property owner, represented the applicant before the Board.

Notices to property owners were not in accordance with the Board's by-laws, the address of one of the property owners was missing. Therefore, the Board recessed this case until the applicant could clear up the problem on the notices.

The applicant returned later with property notices. The contiguous property owners were Mr. Ennis, Chapel Road, Clifton, Virginia and Mrs. Frances R. Robinson, 11210 Chapel Road, Clifton, Virginia.

Mr. Smith stated that the plats do not show the setbacks on the houses.

Mr. Vaughn stated that the houses had to be relocated because of the perk tests. He stated that he had hoped to leave the exact location of the house up to the builder.

Mr. Smith stated that that would be fine, if the builder could meet the setback requirements of the Ordinance.

Mr. Vaughn asked if the ingress and egress coming through the middle of the property would be considered a street. He stated that they wish to subdivide the property into 3 lots and grant a private easement to the three property owners. He stated that he did not feel this would be considered a street. If it is not considered a street, this would eliminate the 75' setback requirement.

~~Mr. Covington, Assistant Zoning Administrator,~~ upon request by the Chairman for an interpretation of the definition of "street," stated that anything that provides access to abutting property owners becomes a street. This does provide principal access, and therefore is a street, even though it is not to be dedicated or available for public use.

Mr. Vaughn stated that they had placed the easement at this location to try and cut down on the number of the driveways coming out onto Chapel Road for safety reasons.

Mr. Runyon agreed that this arrangement would be better as there would only be one entrance onto Chapel Road and it would also afford less impact on the contiguous property owner than if the easement was placed on the side of this parcel. He suggested that the Board could grant the applicant a variance to place the houses within 35' of the property line.

Mr. Kelley stated that the Board never grants a blanket variance. The Board must grant specific variances.

Mr. Vaughn stated that if they place the house in a specific location and the person who purchases the lot wishes to have it in another location, it will put the seller in a position of having a house that is less marketable.

Mr. Smith stated that they would have to either request a specific variance or comply with the Ordinance. The Board does not want to grant a variance that will create an additional variance. The Board needs to know whether or not there will be a need for any additional variances.

There was no one to speak in favor or in opposition to the application.

Mr. Runyon moved that this case be deferred until March 19, 1975 for proper plats. He stated that no matter where the applicant places the easement, a variance will be necessary. Placing the easement at the location as it is now proposed is much better for safety reasons and it also makes it more compatible with the surrounding properties.

044

Page 428, October 28, 1975
 HUDNALL AND R.J.L. ASSOCIATES (continued)

Mr. Swetnam stated that there is a septic tank in the front of the house and for that reason, they probably pushed the house back on the lot. He stated that the applicant paid the maximum fee that would include a two car garage and a deck. He stated that he did not think this was done intentionally.

In answer to Mr. Smith's question, Mr. Flickinger stated that the deck was not shown on the grading plan that was originally submitted.

There was no one to speak in favor or in opposition to this application.

Mr. Flickinger stated that R.J.L. Associates, Inc. made an attempt to resubdivide the area immediately to the rear of the lot in order to achieve the 25' setback restrictions and maintain identical square footage of the lot, but this was considered to be an unsatisfactory solution by the homeowner. The area immediately to the rear of this lot is designated on the approved preliminary plan as part of the homeowner park area. Therefore, the deck would not be an encroachment on a future house.

RESOLUTION

In application V-198-75 by Charles Hudnall and R.J.L. Associates, Inc. under Section 30-6.6.5.4 of the Zoning Ordinance to permit existing deck to remain 14' from rear property line, 11420 Meath Drive, 67(14)37, County of Fairfax, Mr. Runyon moved that the Board of Zoning Appeals adopt the following resolution:

WHEREAS, the captioned application has been properly filed in accordance with the requirements of all applicable State and County Codes and in accordance with the by-laws of the Fairfax County Board of Zoning Appeals, and

WHEREAS, following proper notice to the public by advertisement in a local newspaper, posting of the property, letters to contiguous and nearby property owners, and a public hearing by the Board held on October 28, 1975, and

WHEREAS, the Board has made the following findings of fact:

1. That the owner of the property is C.W. and D. E. Hudnall.
2. That the present zoning is RE-1.
3. That the area of the lot is 21,693 square feet.

AND, WHEREAS, the Board of Zoning Appeals has reached the following conclusion of law:

1. That the Board has found that non-compliance was the result of an error in the location of the building subsequent to the issuance of a building permit, and
2. That the granting of this variance will not impair the intent and purpose of the Zoning Ordinance, nor will it be detrimental to the use and enjoyment of other property in the immediate vicinity.

NOW, THEREFORE, BE IT RESOLVED, that the subject application be and the same is hereby granted with the following limitation:

This approval is granted for the location and the specific structure indicated in the plats included with this application only, and is not transferable to other land or to other structures on the same land.

Mr. Swetnam seconded the motion.

The motion passed 5 to 0.

12:10 - GREAT FALLS BOARDING KENNEL, INC. appl. under Section 30-7.2.8.1.1 a.m. of the Zoning Ordinance to permit renewal of SUP to continue operation of boarding kennel, 8920 Old Dominion Drive, 13-4(1)31, (2.123 acres Dranesville District, (RE-2), S-154-75.

Mr. Eric Wyant, operator of the kennel, submitted notices which were in order. He stated that he has been in business for fifteen years and has facilities for 115 animals.

Mr. Cowington, Zoning Administrator, stated that he has had no complaints about this operation. He stated that Mr. Wyant was on the Committee that worked on the new Animal Ordinance. He stated that the Animal Welfare League has not made comments on this application probably because there have been no problems with it.

428

Page 461, November 19, 1975
 WILLIAMS, JAMISON & WESTHAEPFER (continued)

Mr. James C. Allen, 7400 Leesburg Pike, next door to the subject property, spoke in opposition. He also represented Lemon Road Civic Association, Inc. He read a letter of opposition from that Association. The letter was made a part of the file. Their main points of opposition were based on the traffic impact to the residential community from this use, this commercial use becoming a wedge for future encroachment for commercial uses and the use being incompatible with the residential character of the area.

Mrs. Richards representing the McLean Task Force spoke in opposition. She read a letter from the Pimmit Hills Citizens Association signed by Mr. H. Joseph Turner, President. Their points of opposition covered the adverse impact of the traffic, the parking lot and the impact of this commercial use to the residential character of this neighborhood.

H. Dudley Paine, 1800 North Englewood Street, Arlington, friend of Mr. Allen's spoke in opposition. He stated that this school is now in operation without a Special Use Permit and has been in operation for some time. There have been as many as twenty cars there at one time in the evening. There are cars there during the day and night, seven days a week. He stated that he passed there Saturday morning of last week and there were seven cars there at 8:30 a.m. This is an international organization. He stated that he had heard about it on T.V. and felt this use is one of a growing organization.

In answer to Mr. Smith's question, Mr. Covington, Assistant Zoning Administrator, stated that he was aware that there was a school there at the present time. Originally they received a home professional occupancy letter whereby they could have 2 or 3 students at a time. He stated that he was under the impression that the person or persons who had received the occupancy letter had since moved. The present operators are in violation.

In answer to Mr. Smith's question, Mr. Williams stated that they are now operating. He stated that they were notified in August that they were in violation and they begin the paperwork necessary to apply for this Special Use Permit.

Mr. Dan Runyon, 7321 Reddfield Court, property owner behind the subject property, spoke in opposition. He stated that the proposed turn-around area comes within 15' of his property line. This turn-around area takes out most of the existing foliage. That turn-around area would be within 50' of his back door. For that reason, he stated that he is opposed to this use of this property. He stated that he is also opposed to that much parking on the site for the same reasons that were given earlier by the other speakers. He stated that this use is not in the best interests of the residential area and he felt that it would open the door to additional commercial uses. The engineering plan before the Board does not take into account the grade level of the property. It would take a considerable change to the property to put this amount of parking and paving on it. The runoff from this paving will cause additional drainage back toward his property.

Mr. Williams in rebuttal stated that this Special Use Permit would not cause the property to be rezoned. They do not want the property zoned commercial. From what they have been able to learn, this Special Use Permit would not lead toward commercial zoning. They will not be disruptive to the community. There will be no outside activities. The evening lectures only last until 9:00 or 9:30 p.m. The turn-around area in the rear could be changes so that it does not take out the natural foliage. They do not want the trees removed either. There are over a million people practicing TM in the world. This center would only provide a center for small lectures and "one to one" tutoring. They rent schools and libraries for larger lectures. They have operated at this address for about a year.

Mr. Runyon stated that it seems to him that the applicants would be better advised to put the parking in the front rather than the side or rear. He stated that he did not feel any Special Use Permit would open the door to commercial zoning in a neighborhood. It is a question of whether or not this use can be properly placed on the property and determining whether or not this use would have a detrimental effect on the surrounding community. He asked why they did not locate in an office building or store front.

Mr. Williams stated that they do need a fair amount of quiet to be able to conduct these classes. In the Alexandria office, they are zoned commercial, but the structure is a residence. They are using the two top floors.

461

ASSESSED LAND VALUES

YEAR	LOT 9A	LOT 9B
1979	29,000	21,700
1980	32,200	24,100
1981	40,300	30,100
1982	46,300	34,600
1983	48,600	36,300
1984	49,700	37,100
1985	51,200	38,200
1986	54,800	40,800
1987	54,800	40,800
1988	130,000	125,000
1989	150,000	145,000
1990	179,100	173,100
1991	179,100	173,100
1992	179,100	173,100
1993	179,100	173,100
1994	179,100	173,100
1995	179,100	173,100
1996	179,100	173,100
1997	179,100	173,100
1998	179,100	173,100
1999	179,100	173,100
2000	179,100	173,100
2001	292,100	286,100
2002	321,000	315,000
2003	385,000	378,000
2004	424,000	416,000
2005	509,000	499,000
2006	636,000	624,000
2007	636,000	624,000
2008	636,000	624,000
2009	591,000	580,000
2010	550,000	539,000
2011	550,000	52,000
2012	594,000	52,000

Witness our hands and seals this 6th day of July, 1912.

Eugene F. Fowl
Starrick M. Fowl (real)

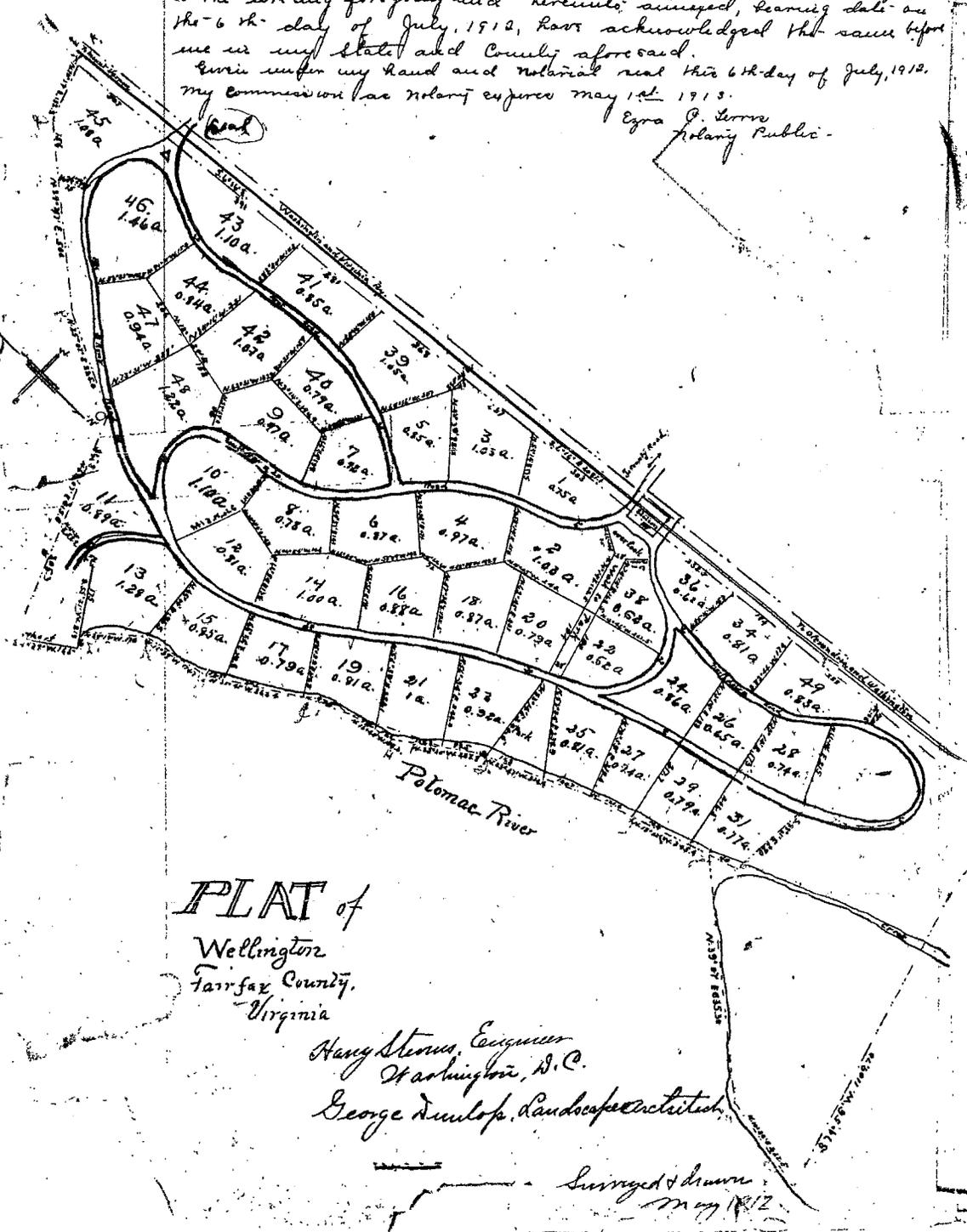
State of New York }
County of Westchester } to-wit:

I, Ezra C. Lewis, a Notary Public in and for the State and County aforesaid, do hereby certify that Eugene Fowl and Starrick M. Fowl, his wife, whose names are signed to the writing foregoing and hereto annexed, bearing date on the 6th day of July, 1912, have acknowledged the same before me in my State and County aforesaid.

Ewre under my hand and notarial seal this 6th day of July, 1912.

My commission has notary expires May 1st 1913.

Ezra C. Lewis
Notary Public



PLAT of
Wellington
Fairfax County,
Virginia

Harry Stevens, Engineer
Washington, D.C.
George Dunlop, Landscaper/Architect

Surveyed & drawn
May 1912

State of Virginia, *City* of *Alexandria* to-wit:

I, *Rosemary M. Davis*, a *Notary Public*
for the *City* aforesaid, in the State of Virginia, do certify that
John J. Gibbons and Catherine D. Gibbons, his wife
whose names are signed to the writing hereto annexed, bearing date on the 12th day of
July, 1946, have acknowledged the same before me in my *City* aforesaid.
Given under my hand, this 12th day of *July*, 1946.
My commission as Notary expires *October 5th, 1949*

Rosemary M. Davis
Notary Public

In the Clerk's Office of the Circuit Court of Fairfax County,
Virginia, JUL 13 1946 at 11:26 AM.

This Instrument was received and, with the certificate annexed, admitted to record

Teste: *Thomas H. Chapman, Jr.* Clerk

August 10, 1946-Delivered to:
Davis-Ruffner Title Corp.

DIED OF BARGAIN AND SALE

THIS DIED, Made this 8th day of July, 1946, by and between Donald M. Keyhoe and Helen G. Keyhoe, husband and wife, parties of the first part; and Frankie L. Rustine, party of the second part;

WITNESSETH That said parties of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to them cash in hand paid by said party of the second part, receipt of which is hereby acknowledged, do hereby grant, bargain and sell and convey with general warranty of title unto said party of the second part, All that lot or parcel of ground with its improvements and appurtenances, located in the Mount Vernon Magisterial District, Fairfax County, Virginia, being known and designated as Lot 9 A, being part of original Lot 9, of the Subdivision of Wellington, as the same appears duly

the said County land records, and more particularly bounded and described according to survey of A. B. Garrett, Certified Land Surveyor on June 29, 1946, as follows, to-wit:

BEGINNING at an original iron pipe at the Northwest corner of original Lot Nine (9), Wellington, Fairfax County, Virginia; thence along the line common to Lots 7 and 9, N. 66 deg. 54' E. 133.00 feet to an iron pipe in the new West line of Southdown Road, being 15 feet from the center line thereof; thence along the new West line of Southdown Road which curves to the right, the chord which bears S. 12 deg. 28' 40" E. 179.21 feet to an iron pipe being 15 feet from the center line; thence due West 168.00 feet to an iron pipe in the West line of original Lot 9; thence along the West line of original Lot 9, N. 3 deg. 14' E. 123.00 feet to the point of beginning, containing 0.518 part of an acre. Being part of the property acquired by parties of the first part by Deed dated May 3, 1946, and recorded June 17, 1946, among the said Fairfax County, Virginia, land records.

The parties of the first part covenant with the party of the second part that they have the right to convey said property to her; that there are no encumbrances against the same; that she shall have quiet and peaceable possession thereof; and that they, said parties of the first part, will execute such further assurances of title thereto as may be necessary.

WITNESS the following signatures and seals.



Donald E. Keyhoe (SEAL)

Helen G. Keyhoe (SEAL)

STATE OF VIRGINIA)
CITY OF ALEXANDRIA) To-wit:

I, the undersigned Notary Public in and for the State and City aforesaid, do hereby certify that Donald E. Keyhoe and Helen G. Keyhoe, husband and wife, whose names are signed to the foregoing Deed bearing date the 8th day of July, 1946, have acknowledged the same before me in my State and City aforesaid.

Given under my hand this 8th day of July, 1946.

My commission expires Feb 11 1949.

Joseph F. Vincent
Notary Public

Aug. 14, 1948 - sealed to
Frankie L. Ristine,
920 Southern Building,
Washington, D. C.

8949

DEED OF BARGAIN AND SALE

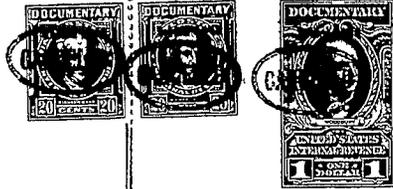
THIS DEED, made this 4th day of August, 1948, by and between DONALD E. KEYHOE and HELEN G. KEYHOE, his wife, parties of the first part: and FRANKIE L. RISTINE, party of the second part.

WITNESSETH: that the said parties of the first part, in consideration of the sum of Ten Dollars and of other good and valuable considerations, cash to them in hand paid, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey, with general warranty of title, unto the said party of the second part, all of that lot of ground with its improvements and appurtenances located in Mt. Vernon Magisterial District, Fairfax County, Virginia, more particularly described by recent survey as being portion of Lot 9-B of WELLINGTON subdivision, described as follows:

Beginning at a point at the intersection of the southerly line of Lot 9-B, WELLINGTON, with the westerly line of Southdown Road; thence running through said Lot N. 84 deg. 22' 41" W. 192.52 feet to an iron pipe corner to Lot 40; thence with the line of said Lot 40, N. 3 deg. 14' E. 71.90 feet to a pipe, corner to Lot 9-A; thence with the line of said Lot 9-A, East 168.00 feet to an iron pipe in the westerly line of Southdown Road; thence with the westerly line of said road to the point of beginning.

The parties of the first part covenant with the party of the second part that they have the right to convey this property to her; that there are no encumbrances against the same; that she shall have quiet and peaceable possession thereof; and that they, the said parties of the first part, will execute such further assurances of title thereto as may be necessary.

WITNESS the following signatures and seals.



Donald E. Keyhoe (SEAL)

Helen G. Keyhoe (SEAL)



STATE OF VIRGINIA)
) To-wit:
CITY OF ALEXANDRIA)

-Comm. in Chancery for Circuit Court-
I, the undersigned ~~Notary Public~~ in and for the State
and City aforesaid, do hereby certify that DONALD E. KEYHOE and
HELEN G. KEYHOE, his wife, whose names are signed to the above
deed, bearing date on the 4th day of ^{August} ~~July~~, 1948, have ac-
knowledged the same before me in my said State and City.

GIVEN under my hand this 5th day of ^{August} ~~July~~, 1948.

My ~~commission expires:~~

Charles A. Davis
Notary Public
Commissioner in Chancery for the
Circuit Court in and for the City
of Alexandria, Va.

in the Clerk's Office of the Circuit Court of Fairfax County,
Virginia, AUG 5 1948 at 9:00 A.M.

his Instrument was received and, with the certificate an-
nexed, admitted to record

Teste: Thomas H. Chapman, Jr. Clerk

Tax Map ref. number.

1114

Corrected
 THIS DEED, Made and entered into this 19th day of
 April, 1979, by and between ROBERT L. SWEITZER AND ETHEL
 S. SWEITZER, a/k/a Ethel S. Sweitzer of the first part; and
 ROBERT L. WELSH AND DORA SAHARUNI WELSH, his wife
 parties of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash, in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said part of the first part do hereby grant, bargain, sell and convey, with GENERAL WARRANTY OF TITLE, unto the said parties of the second part, as tenants by the entirety with the full common law right of survivorship, it being intended that fee simple title to the property hereby conveyed, shall vest in the parties of the second part during their joint lives, and, thereafter, fee simple title shall vest in the survivor of them, all that certain land, situate, lying and being in the County of Fairfax, State of Virginia, and more particularly described as follows:

All that lot or parcel of ground with its improvements and appurtenances, located in the County of Fairfax, Virginia, being known and designated as Lot 9-A, being part of original lot 9, of the Subdivision of Wellington as the same appears duly dedicated, platted and recorded in Liber N, No. 7, Page 127 of the said County land records, and more particularly bounded and described according to survey of A. B. Garret, Certified Land Surveyor, on June 29, 1946, as follows, to-wit:

BEGINNING at an original iron pipe at the Northwest corner of original Lot Nine (9), Wellington, Fairfax County, Virginia; thence along the line common to Lots 7 and 9, N. 66° 54' E. 133.00 feet to an iron pipe in the new West line of Southdown Road, being 15 feet from the center line thereof; thence along the new West line of Southdown Road which curves to the right, the chord which bears S. 12° 28' 40" E. 179.21 feet to an iron pipe being 15 feet from the center line; thence due west 168.00 feet to an iron pipe in the west line of original lot 9; thence along the west line of original lot 9, N. 3° 14' E. 123.00 feet to the point of beginning, containing 0.518 part of an acre. Being the same property acquired by Frankie L. Ristine by deed dated July 8, 1946 and of record in Deed Book 497, Page 544 of the Fairfax County, Virginia land records.

AND BEING the same property conveyed to the parties of the first part by a Deed recorded in Deed Book 1311 at Page 242 of the aforesaid land records.

Grantees Address:
 7847 Southdown Road
 Alexandria, Virginia
 THIS DEED OF RECORD IS BEING RE-RECORDED IN ORDER TO CORRECT THE LEGAL.

MATTHEWS, COTNER & ROBEY, LTD.
 ATTORNEYS AT LAW
 311 PARK AVENUE
 FALLS CHURCH, VIRGINIA
 22046
 532-0700

SAID PARTIES OF THE FIRST PART COVENANT that they have the right to convey the said land unto the parties of the second part; that they have done no act to encumber the said land; that the parties of the second part shall have quiet possession thereof; and that they, the said parties of the first part, will execute such further assurances of the land as may be deemed requisite.

WITNESS the following signature(s) and seal(s):

Robert L. Sweitzer (SEAL)
ROBERT L. SWEITZER

Ethel S. Sweitzer (SEAL)
ETHEL S. SWEITZER a/k/a Ethel S. Sweitzer

STATE OF VIRGINIA
COUNTY OF FAIRFAX

Tax Paid
Sec 58-54 2350
Sec 58-65.1 1785
Sec 58-54.1 15700
Consideration 15000

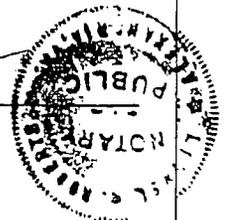
, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, whose commission as such will expire on the 12th day of April, 1980, do hereby certify that ROBERT L. SWEITZER AND ETHEL S. SWEITZER, HIS WIFE

whose name(s) are signed to the foregoing and hereto annexed deed, bearing date on the 19th day of April, 1979, have personally appeared before me in my said County and State and acknowledged the same.

GIVEN under my hand and seal this 19th day of April, 1979.

Robert L. Sweitzer
Notary Public



This instrument with certificate annexed, admitted to record-Office of Circuit Court Fairfax County, Va. APR 27 1979 at 12:30 p.m.

Tests: *James E. Hodgson* Clerk

This instrument with certificate annexed, admitted to record-Office of Circuit Court Fairfax County, Va. JAN 7 1980 at 2:25 p.m.
James E. Hodgson Clerk
Tester

MATTHEWS, COTNER & ROBEY, LTD.
ATTORNEYS AT LAW
311 PARK AVENUE
FALLS CHURCH, VIRGINIA
22046
512-0700

1115
CONFIRMATORY
DEED OF TRUST

DEED BOOK 5392 P 936

^{Corrected}
THIS DEED OF TRUST is made this 20th day of April 1979 among the Grantor, ROBERT L. WELSH and DORA A. SAHARUNI (herein "Borrower"), R. N. HARRIS of Fairfax County, Virginia, and L. R. JUSTICE of Fairfax County, Virginia, trustees (any one of whom may act and who are referred to herein as "Trustee"), and the Beneficiary, CITY MORTGAGE SERVICES, INC., a corporation organized and existing under the laws of THE STATE OF FLORIDA, whose address is 7700 Little River Turnpike, Annandale, Virginia 22003 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Fairfax, State of Virginia:

All that lot or parcel of ground with its improvements and appurtenances located in the County of Fairfax, Virginia, being known and designated as Lot 9-A, being part of original Lot 9, of the subdivision of WELLINGTON, as the same appears duly dedicated, platted and recorded in Liber N. No. 7, Page 127 of the said land records, and more particularly bounded and described according to survey of A.B. Garret, Certified Land Surveyor, on June 29, 1946, as follows, to-wit:

BEGINNING at an original iron pipe at the Northwest corner of original Lot NINE (9), WELLINGTON, Fairfax County, Virginia; thence along the line common to Lots 7 and 9, N. 66° 54' E. 133.00 feet to an iron pipe in the new West line of Southdown Road, being 15 feet from the center line thereof; thence along the new West line of Southdown Road which curves to the right, the chord which bears S. 12° 28' 40" E. 179.21 feet to an iron pipe being 15 feet from the center line thence due west 168.00 feet to an iron pipe in the west line of original Lot 9; thence along the west line of original Lot 9, N. 3° 14' E. 123.00 feet to the point of beginning, containing 0.518 part of an acre. Being the same property acquired by Frankie L. Ristine by Deed dated July 8, 1946 and of record in Deed Book 497, Page 544 of the Fairfax County, Virginia land records;

THIS IS A CONFIRMATORY DEED OF TRUST ONLY DUE TO THE FACT THAT THE ORIGINAL DEED OF TRUST RECORDED April 27, 1979, IN DEED BOOK 5162 AT PAGE 125 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA TO CORRECT LEGAL DESCRIPTION.

AND BEING the same lot or parcel acquired by the Grantors herein by deed recorded immediately prior hereto among said County land records.

INCLUDED IN THIS DEED OF TRUST IS A TRUSTEES' FEE OF \$21.00.

which has the address of 7847 Southdown Road Alexandria, Virginia 22308 (herein "Property Address");
(Street) (City) (State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated April 20, 1979 (herein "Note"), in the principal sum of ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2009; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

M. K. & P. R.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. **Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Deed of Trust; Governing Law; Severability.** This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. **Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender or Trustee shall give to Borrower a copy of a notice of sale in the manner prescribed by applicable law. Trustee shall give public notice of sale by advertising, in accordance with applicable law, once a week for four successive weeks in a newspaper published or having general circulation in the county or city in which the Property or some portion thereof is located, and by such additional or different form of advertisement as the Trustee may deem advisable, if any. Trustee may sell the Property on the twenty-second day after the first advertisement or any day thereafter. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale or by advertising in accordance with applicable law. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold with special warranty of title. The recitals in Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, Trustee's fees of . . . % of the gross sale price, reasonable attorney's fees and costs of title evidence; (b) to the discharge of all taxes, levies and assessments on the Property, if any, as provided by applicable law; (c) to all sums secured by this Deed of Trust; and (d) the excess, if any, to the person or persons legally entitled thereto, including, if any, holders of liens inferior to this Deed of Trust in order of their priority, provided that Trustee has actual notice of such liens. Trustee shall not be required to take possession of the Property prior to the sale thereof or to deliver possession of the Property to the purchaser at such sale.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c)

Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Deed of Trust, not including sums advanced in accordance herewith to protect the security of this Deed of Trust, exceed the original amount of the Note plus US \$ 10,000

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to release this Deed of Trust and shall surrender all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall release this Deed of Trust without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Substitute Trustee. Lender may from time to time in Lender's discretion remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

24. Identification of Note. The Note is identified by a certificate on the Note executed by any Notary Public who certifies an acknowledgement hereto.

IN WITNESS WHEREOF, Borrower has executed and sealed this Deed of Trust.

Robert L. Welsh (Seal)
ROBERT L. WELSH -Borrower
Dora A. Saharuni (Seal)
DORA A. SAHARUNI -Borrower

STATE OF VIRGINIA, Fairfax County ss:

The foregoing instrument was acknowledged before me this April 20, 1979 (date)

by Robert L. Welsh and Dora A. Saharuni (person acknowledging)

My Commission expires: 2/9/83

Connie R. Bailey
Notary Public



This instrument with certificate annexed, admitted to record-Office of Circuit Court, Fairfax County, Va. JAN 7 1980 at 2:25

Teste: *James E. Hoffner* Clerk

(Space Below This Line Reserved For Lender and Recorder)

301115
RECORDED TAX:
STATE TAX
COUNTY FEE
TRANSFER FEE
JAN 7 8 25 AM '80
CLERK'S FEE
TAX 88-54 (B)
TOTAL

[Handwritten signature]

9200207

LOAN 436161

CERTIFICATE OF SATISFACTION (C)

PLACE OF RECORD: CLERK'S OFFICE OF THE CIRCUIT COURT OF THE Fairfax County

Date of Deed of Trust April 20, 1979

Deed Book 5162, Page 125

Face Amount Secured \$ 125,000.00

Name(s) of Grantor(s) ROBERT L. WELSH AND DORA A. SAHARUNI

Name(s) of Trustee(s) R. N. HARRIS AND L. R. JUSTICE

Brief Description of Property Lot 9, of the Subdivision of Wellington

Maker(s) of Note ROBERT L. WELSH AND DORA A. SAHARUNI

Date of Note April 20, 1979; Face Amount of Note \$ 125,000.00

I/We holder(s) of the above-mentioned note(s) secured by the above-mentioned Deed of Trust to be produced before the Clerk herewith, do hereby certify that the same has/have been paid in full, and the lien therein created and retained is hereby released.

Given under my/our hand(s) this 17th day of August, 19 87.

1987 NOV 16

8:58

87 215186

8K6895 0448

STATE OF NEW YORK
COUNTY/CITY OF NEW YORK

To-wit:

METROPOLITAN LIFE INSURANCE COMPANY
~~Notary Public(s)~~
BY Maryanne King
MARYANNE KING Assistant Vice-President

Subscribed, sworn to and acknowledged before me by MARYANNE KING,
Assistant Vice-President of Metropolitan Life Insurance Company

this 17th day of August 19 87.

My Commission expires July 31, 1988

Catherine Ann Rice
Notary Public, State of New York
Notary Public in New York County
Certificate Filed in New York County
Commission Expires July 31, 1988

I certify that the note(s) mentioned in the foregoing certificate duly cancelled was/were produced before the Clerk.

Attest:
by [Signature] D.C.

VIRGINIA:
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE

This certificate was presented, and with the Certificate annexed; admitted to record on _____ at _____ o'clock _____ M. Clerk's Fee \$ _____ has been paid.

RECORDED W/ CERTIFICATE ANNEXED
NOV 16 1987 Clerk.

Return To:
Mark S. Allen
301 North Pitt St.
Alexandria, VA 22314

FAIRFAX COUNTY, VA.
TESTE: [Signature]
CLERK

Imp. etc. wps - 2/27/67

MAP REFERENCE			
Number	Subd. Des.	Blk. or Sec.	Parcel or lot
2	18		91

COUNTY OF FAIRFAX, VIRGINIA
OFFICE OF THE BUILDING INSPECTOR
Application for Building Permit

APPLICATION NO.	127247
DATE	10/3/66
PERMIT NO.	

1. BUILD ALTER OR REPAIR ADD TO DEMOLISH MOVE

JOB LOCATION	Street	7247 Southdown Rd	DESCRIPTION	For: <u>Enlarge Porch</u> <u>Lead to</u>		
	Lot No.	117A9				
OWNER	Subdivision	Wellington	No. of Bldgs.	_____	Est. Const. Cost \$ <u>2230.00</u>	
	Corp. Name		No. of Units	_____	No. of Stories _____	
	Name (Reg. Agent)	Robert L. Swartz	No. of Kitchens	_____	Penthouse _____	
ARCHITECT ENGINEER	Address	7247 Southdown Rd	No. of Baths	_____	Ht. of Bldg. _____ ft.	
	City	Alex. VA 22305	No. of Rooms	_____	Bldg. Area _____ sq. ft.	
	Telephone Number		(Exclude Kit. & Bath)			
CONTRACTOR	Basement	<input type="checkbox"/>	Slab	<input type="checkbox"/>	Crawl	<input type="checkbox"/>
	Soil:	Solid	<input type="checkbox"/>	Fill	<input type="checkbox"/>	
	Figs: Concrete <input type="checkbox"/> Pile <input type="checkbox"/> Caisson <input type="checkbox"/>					
Ext. Walls: Wood <input type="checkbox"/> Metal <input type="checkbox"/> Brick <input type="checkbox"/>						
Int. Walls: Plst <input type="checkbox"/> Drywall <input type="checkbox"/> Panel <input type="checkbox"/>						
Roof: Flat <input type="checkbox"/> Pitch <input type="checkbox"/> Shed <input type="checkbox"/>						
Roofing: Built-up <input type="checkbox"/> Shingle <input type="checkbox"/> Roll <input type="checkbox"/>						
Heat: Oil <input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/>						
Equipment: Boiler <input type="checkbox"/> Furnace <input type="checkbox"/> Heat Pump <input type="checkbox"/> Air Cond. <input type="checkbox"/>						
Sewage: Public <input type="checkbox"/> Community <input type="checkbox"/> Septic Tank <input type="checkbox"/> None <input type="checkbox"/>						
Water: Public <input type="checkbox"/> Individual Well <input type="checkbox"/> None <input type="checkbox"/>						
Remarks: _____						

I hereby certify that I have the authority to make this application, that the information given is correct, and that the use and construction shall conform to the County Health Regulations, the Building and Zoning Ordinances, and private deed restrictions, if any, which are imposed on this property.

768-4010 Sept 8, 1966 Auto Home Improvement
Phone No. Date Signature of Owner or Auth. Agent
Robert L. Swartz

APPLICANT: DO NOT WRITE BELOW THIS LINE

PLAN APPROVAL	Use Group of Building	<u>L-3</u>	Area of Bldg.	_____ @ _____ per Sq. Ft. \$ _____
	Type of Construction	<u>4-13</u>		
	Fire District	_____		
	Date Checked	<u>9-8</u>	1966 By <u>GFB</u>	TOTAL FEE \$ <u>7.00</u>

ROUTING	OFFICE				OFFICE			
	Em.	Rm. No.	DATE	BY	Em.	Rm. No.	DATE	BY
1	Land Office	112	9-9-66	MSH				
2	Zoning Administrator	210	9-8-66	[Signature]	Fire Marshall			
	Sanitary Engineer				Streets & Drainage		9-8-66	[Signature]
	Health Officer	Rt. 237			Housing & License	2139	9-8-66	[Signature]

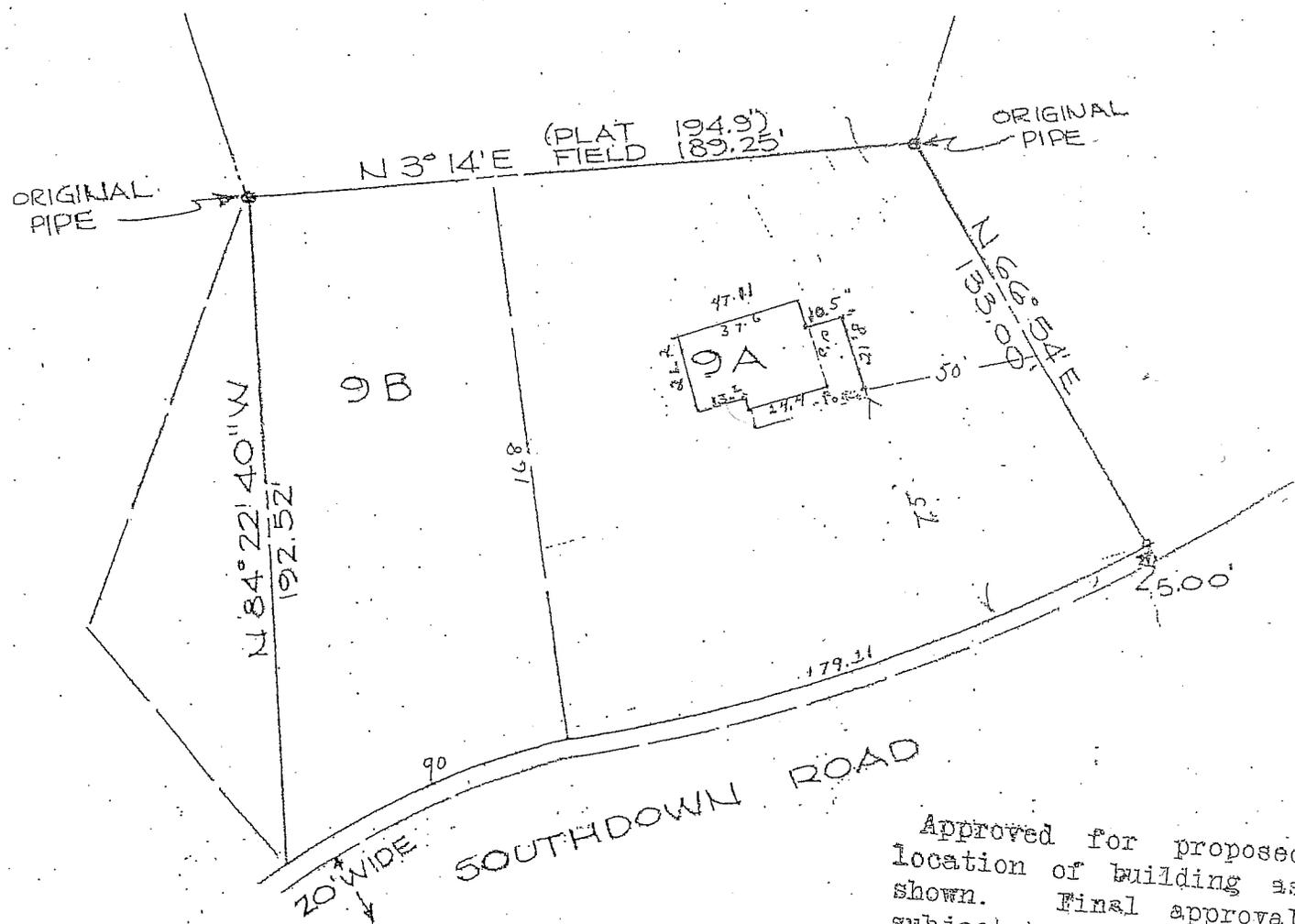
I hereby certify to the following statement:
1. All material used for work performed under this permit will be paid directly to the supplier by the property owner.
2. All compensation will be on an hourly basis and paid by the property owner directly to the person(s) performing work under this permit.

Date: _____ 19____ Property Owner _____ By: _____ Authorized Agent

Supervisor of Assessments: _____
Property is listed in name of Robert L. Swartz
Magisterial District Ant. Vernon - 11 Deed Book Reference 3131-242
Supervisors: John W. [Signature]

Subdivision Wellington Lot No. _____ Block _____ Section _____ Zone Sub. 5
Street Address _____
Use of Bldg. Enlarged porch Use of Lot As zoned No. Families 1
BZA _____ SITE PLAN _____
Set Back: Front 70 Rt. Side 64 Left Side 30 Rear 25
Zoning Administrator _____

MAP REFERENCE	Blk. & Lot
Number	77
Block	77
Lot	
Street	
Location	
Job	
DATE	
BY	
APPROVED	<input type="checkbox"/>
BUILD	<input type="checkbox"/>



Approved for proposed location of building as shown. Final approval subject to well check.

Date: MAY 23 1955

[Signature]

PLAT
 SHOWING SURVEY OF *[illegible]* OF
 LOT 9A & PART OF LOT 9B
 WELLINGTON
 FAIRFAX COUNTY, VA
 SCALE 1"=50' MAY 13, 1955

[Signature]
 CECIL J. CROSS
 CERTIFIED ENGR & SURVEYOR
 FALLS CHURCH, VA.



County of Fairfax, Virginia

APPENDIX 5

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

January 16, 2013

REVISED LETTER

Sarah E. Hall
Blankingship & Keith
4020 University Drive, Suite 300
Fairfax, Virginia 22030

RE: Lot Validation 25684-LV-001-1
Wellington, Section 1, Lot 9A
7843 Southdown Road
Tax Map: 102-2 ((18)) 9B
Zoning District: R-2

Dear Ms. Hall:

This letter supersedes the January 10, 2013 letter and revises the second paragraph to clarify that the property does not meet the current R-2 District minimum lot size requirements. This letter is also a follow-up letter to Lot Validation Determination 25684-LV-001-1, issued by the Department of Public Works and Environmental Services (DPWES), and explains the zoning noncompliance issue relating to the referenced property.

The referenced property has a lot area of 13,024 square feet, has a lot width of approximately 90 feet and is currently vacant. The property is zoned R-2 Residential District, Two Dwelling Units/Acre which district has a minimum lot area requirement of 15,000 square feet and a minimum lot width requirement of 100 feet for interior lots. As such, the lot does not meet the minimum lot area or lot width requirements for the R-2 District.

In order for a lot to be buildable from a zoning perspective, a lot must either meet the current Zoning Ordinance requirements or, in accordance with Sect. 2-405 of the Zoning Ordinance and among other items, must either have been recorded prior to the effective date of the first Zoning Ordinance on March 1, 1941 or have met the zoning regulations in effect when the lot was recorded and not have been subsequently rezoned or subdivided at the request of the owner or the owner's agent. In addition, under Par. 1 of Sect. 18-603 of the Zoning Ordinance, in order to be issued building permits for the construction of a dwelling, a lot must also be in compliance with the applicable subdivision regulations.

DPWES administers the subdivision regulation and has determined that the referenced lot was

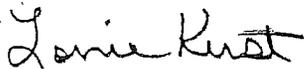
Department of Planning and Zoning
Zoning Administration Division
Ordinance Administration Branch
12055 Government Center Parkway, Suite 807
Fairfax, Virginia 22035-5505
Phone 703-324-1314 FAX 703-803-6372
www.fairfaxcounty.gov/dpz/

Sarah E. Hall
January 16, 2013
Page 2

created in its current size by a metes and bounds description or plat and was recorded in Deed Book 641, Page 282 on August 5, 1948. At the time the referenced property was created, it was zoned Rural Residence District, which had a minimum lot area requirement of ½ acre (21,780 square feet) and a minimum lot width requirement of 100 feet. Since the property did not meet the minimum lot area or lot width regulations in effect at the time of recordation and do not meet the current R-2 District minimum lot area or lot width requirements, the lot is not subject to Sect. 2-405 and is not buildable from a zoning perspective.

I trust this adequately responds to your request. Questions regarding subdivision issues or the buildable lot determination should be directed to DPWES at 703-324-1720. If you have any additional questions, please feel free to contact me at 703-324-1314.

Sincerely,



Lorrie Kirst, AICP
Assistant Zoning Administrator

cc: Gerald W. Hyland, Supervisor, Mt. Vernon Mill
Robert L. Welsh; 7843 Southdown Road; Alexandria, VA 22308 (property owner)
Leslie B. Johnson, Zoning Administrator
Tim Shirocky, Acting Director, Real Estate Division Department of Tax Administration
Diane Johnson-Quinn, Deputy Zoning Administrator, Zoning Permit Review Branch
Bruce Nassimbeni, LDS, DPWES



**FAIRFAX
COUNTY**

APPENDIX 6

BOARD OF ZONING APPEALS

PUBLIC HEARING DATE: June 5, 2013
TIME: 9:00 a. m.

V I R G I N I A

May 29, 2013

STAFF REPORT

APPEAL APPLICATION 2013-MV-005

MOUNT VERNON DISTRICT

APPELLANT: Robert L. Welsh

LOCATION: 7843 Southdown Road

TAX MAP REF: 102-2 ((18)) 9B

ZONING DISTRICTS: R-2

SITE AREA: 13,024 Square Feet/0.299 Acres

NATURE OF APPEAL: Appeal of a determination that the property is not a buildable lot.

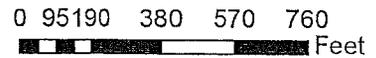
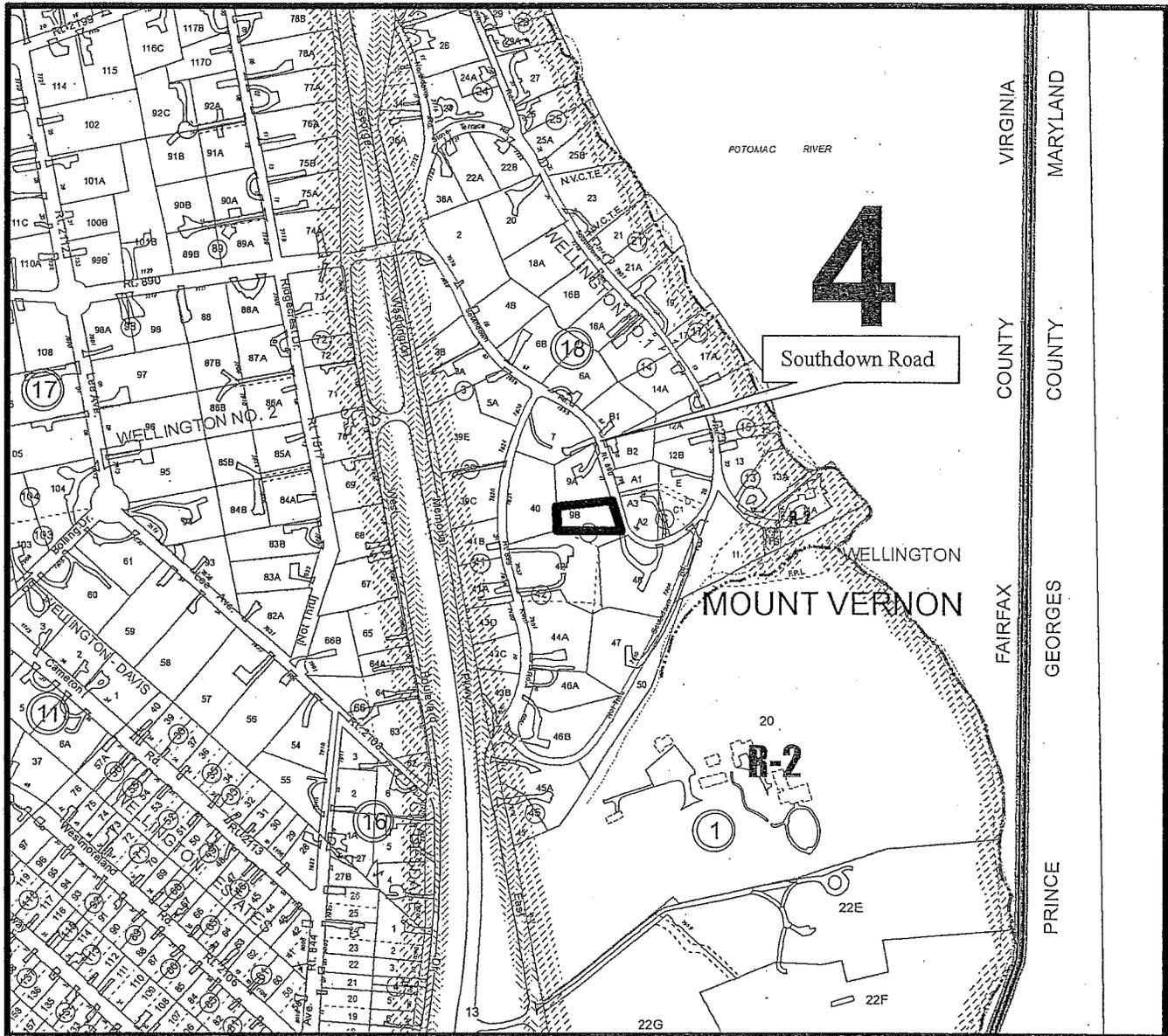
JGC

For information, contact the Zoning Administration Division, Department of Planning and Zoning, 12055 Government Center Parkway, Suite 807, Fairfax, Virginia 22035-5505, 703-324-1314.

APPEAL APPLICATION

A 2013-MV-005

ROBERT L. WELSH, A 2013-MV-005 Appl. under sect(s). 18-301 of the Zoning Ordinance. Appeal of a determination that property located at Tax Map 102-2 ((18)) 9B in the R-2 District is not a buildable lot. Located at 7843 Southdown Rd., Alexandria, 22308 on approx. 13,024 sq. ft. of land zoned R-2. Mount Vernon District. Tax Map 102-2 ((18)) 9B.



DESCRIPTION OF APPEAL

- Appellant:** Robert L. Welsh
- Issue:** Appeal of a determination that the property is not a buildable lot.
- Property Description:** The property that is the subject of this appeal is located at 7843 Southdown Road in the Wellington subdivision in Mount Vernon ("subject property"). The subject property is zoned R-2, Two Dwelling Units/Acre, and contains a lot area of 13,024 square feet. The subject property is vacant except for a shed located in the southwest corner of the lot. A copy of the zoning map sheet showing the subject property is provided on the previous page.
- Appellant's Position:** The Appellant's application and basis for appeal are set forth in Attachment 1.

ZONING ORDINANCE AND CODE OF VIRGINIA PROVISIONS

The provisions of the Zoning Ordinance and the Code of Virginia which are germane to this appeal are listed below. The complete text of these provisions is enclosed as Attachment 2.

- Sect. 2-405, Permitted Reduction in Lot Size Requirements for Certain Existing Lots, Zoning Ordinance
- Par. 1 of Sect. 18-603, Limitations on Approval of Building Permits, Zoning Ordinance
- Sect. 15.2-2307, Code of Virginia

BACKGROUND

- The subject property was created by a metes and bounds description or plat recorded at Deed Book 641, Page 282 on August 5, 1948.
- Building Permit No. 11561 was issued on May 24, 1955 for the construction of a single family dwelling on adjacent Lot 9A. The plat submitted with that permit reflects the vacant subject property (permit and plat provided as Attachment 5).
- Building Permit No. P37019 was issued on September 8, 1966 for an enclosed porch addition to the single family dwelling located on adjacent Lot 9A. The plat submitted with that permit does not include the subject property (permit and plat provided as Attachment 6).
- The subject property was conveyed to the Appellant's parents on April 19, 1979 at Deed

Book 5169, Page 309.

- After his mother's death, the subject property was conveyed to the Appellant from his mother's Trust by a Deed recorded in Deed Book 22688, at Page 1914 on November 9, 2012. Copies of the deeds are provided as Attachment 3.
- On December 21, 2012 the Appellant, as represented by Sarah E. Hall, requested a buildable lot determination for the subject property. On January 14, 2013 a buildable lot determination was issued by the Department of Public Works and Environmental Services stating that the subject property is an outlot under the Subdivision Ordinance and does not constitute a buildable lot (included in Attachment 1).
- On January 16, 2013, Lorrie Kirst, Deputy Zoning Administrator for the Ordinance Administration Branch of the Department of Planning and Zoning ("DPZ") issued a revised letter constituting DPZ's determination that the subject property is not a buildable lot and explaining the noncompliance issues related to the subject property (provided as Attachment 4). This letter revised and superseded Ms. Kirst's January 10, 2013, letter, which, by omitting the word "not," erroneously stated that the subject property met the lot width and lot area requirements for the R-2 District.
- On February 14, 2013, the appeal application was received and on April 2, 2013 the application was accepted. The public hearing was scheduled for June 5, 2013.

ZONING ADMINISTRATOR'S POSITION

This is an appeal of a determination that the subject property is not a buildable lot. On January 16, 2013, Deputy Zoning Administrator Lorrie Kirst issued a letter containing DPZ's determination that the subject property does not meet Zoning Ordinance requirements for a buildable lot. Her letter stated that, in order for a lot to be buildable, it must meet the current requirements of the Zoning Ordinance, or it must satisfy the conditions of Sect. 2-405 of the Zoning Ordinance. The subject property, which is zoned R-2 (Residential District, Two Dwelling Units/Acre), does not meet the current requirements of the Zoning Ordinance. The R-2 District requires a minimum lot area of 15,000 square feet and a minimum lot width of 100 feet. The subject property has a lot area of 13,024 square feet and a lot width of 90 feet. Ms. Kirst also determined that the subject property also does not meet the conditions of Sect. 2-405 that would allow for a reduction in lot size requirements.

As Ms. Kirst points out in her letter, in addition to meeting zoning requirements for minimum lot size, Zoning Ordinance Sect. 18-603(1) also requires the lot to be in compliance with the applicable subdivision regulations before building permits may be issued for construction of a dwelling. The Department of Public Works and Environmental Services ("DPWES"), which administers the Subdivision Ordinance, issued a determination on January 14, 2013, that the subject property is an outlot under the Subdivision Ordinance and does not constitute a buildable lot. For these reasons, Ms. Kirst determined that the subject property is not buildable from a zoning perspective. The appellant has appealed from that determination.

The Subject Property Does Not Meet Zoning Requirements for a Buildable Lot

There is no dispute that the subject property has a lot area of 13,024 square feet (.299 acres) and a lot width of only 90 feet. These dimensions do not satisfy the minimum lot size requirements for a buildable lot in the R-2 zoning district. When a lot does not meet current zoning requirements for minimum lot size, Sect. 2-405(1) of the Zoning Ordinance permits reductions in lot size requirements if a lot was recorded prior to March 1, 1941, or if a lot was recorded prior to the effective date of the current Zoning Ordinance, and that lot met the requirements of the Zoning Ordinance in effect at that time. The subject property does not meet either of those conditions. It was recorded in 1948, approximately 7 years after the first Zoning Ordinance, so it does not qualify for an exception under the first condition. The subject property also does not qualify for an exception under the second condition of Sect. 2-405(1) because it did not meet the lot size requirements in effect when it was recorded. In 1948, the subject property was zoned Rural Residence District. Under Section IV(C)(1) of the Zoning Ordinance in effect in 1948, the Rural Residence District required a minimum lot area of one-half of an acre (21,780 square feet) and a minimum lot width of 100 feet. With a lot area of only 13,024 square feet and a lot width of 90 feet, the subject property did not meet lot area requirements in effect when the lot was recorded.

Paragraph 2 of Sect. 2-405 of the Zoning Ordinance provides further allowances for lots that did not meet the requirements of the Zoning Ordinance in effect at the time of recordation. However, one of the mandatory requirements is that the lot contained a principal structure on March 9, 2004. The Appellant makes no claim that the subject property falls under Paragraph 2 of Sect. 2-405 because there is not now and appears never to have been a principal structure located on the subject property.

The 1955 Cecil J. Cross Survey

The Appellant instead bases his appeal on two primary arguments: (1) that a determination was made in or around 1955 that the lot was buildable; and (2) the subject property has been taxed as a buildable lot. As discussed below, neither argument is supported by law. Turning first to the Appellant's contention that a buildable lot determination was made in or around 1955, the Appellant relies on a survey prepared by Cecil J. Cross dated May 13, 1955, on which a handwritten note appears that states, "This is a building lot." Scrawled on the plat is a note that appears to state, "[t]his is a building lot created 1946 (16/19) OK W. Covington." According to the appellant, the note presumably was written by Wallace Covington, who was allegedly "then a zoning official." See Statement in Support of Appeal. The Appellant does not offer any evidence to establish that the note was actually written by Wallace Covington, when he wrote it, what position he may have held with the County at that time, or for what purpose he wrote the note, if he did.

A review of County records indicates that a Wallace S. Covington, Jr., was employed by Fairfax County from 1963 to 1986, retiring as a Planner III. Even if he did write the note at some point after his County employment commenced in 1963, Mr. Covington would not have had the authority to make a buildable lot determination without the Zoning Administrator's review, and

indeed there is no record that such a review took place. In fact, the survey with Mr. Covington's notation is not found anywhere in County records. Further, Mr. Covington's note refers to creation of the lot in 1946 – even though there is no dispute that the lot was created in 1948. This clearly demonstrates that even if Mr. Covington did suggest this was a buildable lot, he apparently did little research to substantiate that claim and any such determination was clearly in error.

The Appellant has no Vested Right in a Buildable Lot Determination

The Appellant's arguments amount to a contention that Mr. Covington's handwritten note created a "vested right" to build on the subject property. To have a vested right to a particular use of the subject property, the Appellant must satisfy the requirements of Va. Code Ann. § 15.2-2307 (2012) because vested rights are a creature of statute in Virginia. Section 15.2-2307 of the Virginia Code provides, in relevant part, that a "landowner's rights shall be deemed vested in a land use . . . when the landowner (i) obtains or is the beneficiary of a significant affirmative governmental act which remains in effect allowing development of a *specific* project, (ii) relies in good faith on the significant affirmative governmental act, and (iii) incurs extensive obligations or substantial expenses in *diligent pursuit of the specific project* in reliance on the significant affirmative governmental act." (Emphasis added.)

Section 15.2-2307 of the Virginia Code enumerates seven actions that, as a matter of law, constitute a significant affirmative governmental act. Only the fifth and seventh of those governmental acts could be considered even remotely applicable to the subject property. The fifth enumerated act requires approval by the governing body or its agent of a preliminary plat or plan, followed by the landowner *diligently pursuing* approval of a final plat or plan *within a reasonable time*. Va. Code Ann. § 15.2-2307. The seventh enumerated act occurs, in pertinent part, when the zoning administrator or administrative officer has issued a written order, requirement, decision or determination regarding the permissibility of a *specific* use of the landowner's property that is no longer subject to appeal, change, modification, or reversal under § 15.2-2311(C).

The Appellant cannot establish, based on the facts in this case, that the governing body or its agent approved a preliminary plat, and that approval was followed by diligent approval of a final plat, as required by the fifth enumerated criteria for a significant affirmative governmental act. In the first place, the document at issue is a survey, not a plat or plan. The note on the survey is not dated, and the Appellant offers no evidence to indicate what position Mr. Covington held at the time he wrote it (if he did). The language of the note also does not state or even imply that it constituted approval of the plat, particularly in the absence of any confirming review by the Zoning Administrator or any official County stamp or other indicia of approval. Further, the Appellant (and his parents) *never* took *any* action to develop the parcel until now, which hardly constitutes diligent pursuit of approval of a final plat. Therefore, the note, combined with the Appellant's and his parents' decades of inactivity, fall short of the fifth enumerated significant affirmative governmental act. *See Town of Stephens City v. Russell*, 241 Va. 160, 164, 399 S.E.2d 814, 816 (1991) (holding that a developer did not have a vested right in a prior zoning classification when the developer had submitted a plan and plat before an ordinance amendment but had not obtained any government permit or approval).

Moreover, the Appellant, who has the burden of proof in this appeal, has also failed to offer sufficient evidence to establish that the annotated survey constituted a zoning determination that is no longer subject to change under Va. Code Ann. § 15.2-2311(C), as required by the seventh enumerated criteria for a significant affirmative governmental act. See *Goyonaga v. Bd. of Zoning Appeals for the City of Falls Church*, 275 Va. 232, 244, 657 S.E.2d 153, 160 (2008) (observing that “the burden of establishing the vesting of a right to an otherwise impermissible use of property under Code 15.2-2311(C) falls upon the property owner”). A handwritten note on an unrecorded plat by an unidentified person at an indeterminate time, for no apparent purpose, does not amount to a determination by a zoning administrator or administrative officer regarding the permissibility of a specific use, particularly one that was not lawful under applicable zoning regulations. See *Bd. of Supervisors v. Crucible*, 278 Va. 152, 161, 677 S.E.2d 283, 288 (2009) (holding that a letter from the zoning administrator stating that a facility would be classified as a school was not a “determination” that permitted the landowner to use its property in a way that was not otherwise allowed).

Further, for a zoning decision or determination to be one that is not subject to change after 60 days under § 15.2-2307 of the Code, the person aggrieved must have materially changed his position in good faith reliance on that decision or determination of the zoning administrator or administrative officer. See Va. Code Ann. § 15.2-2311(C). The Appellant, the aggrieved party in this appeal, merely inherited the property and, as such, did not make any material change in position. In fact, neither he nor his parents did anything to develop his property for decades. It is therefore irrelevant whether the note factored into the prior owners’ decision to purchase the property, which is sheer speculation in any event, because the statute requires that the person *aggrieved* be the one to materially change his position in good faith reliance on the zoning determination. In this case, there is no evidence to support any such material change.

Additionally, even if the handwritten note could qualify as a “zoning decision” under the seventh significant affirmative governmental act, that provision may not be applied retroactively. The General Assembly added the seventh significant affirmative governmental act to Va. Code Ann. § 15.2-2307 in 2010. Absent very clear language to the contrary, this provision operates prospectively only. *Goyonaga*, 275 Va. at 241, 657 S.E.2d at 158, n. 4 (declaring that “courts do not apply amendments to the Code retroactively unless the authorizing legislation clearly indicates that it is the General Assembly’s intent [to] do so.”) In fact, subsection (C) of Va. Code Ann. § 15.2-2311, itself, which is what subsection (vii) is based on, was not enacted until 1995. Section 15.2-2311 is followed by an Editor’s Note, referring to the 1995 amendment, and stating that “the provisions of this act shall only have prospective application.” These Code provisions clearly are inapplicable to the handwritten note on the survey because that would require the impermissible retroactive application of law. Assuming that Wallace Covington, in fact, wrote the note, and assuming that he did so before his 1986 retirement, he would have written the note long before these Code provisions were enacted, and therefore they do not apply.

When an act does not fall within one of the seven enumerated acts in Va. Code Ann. § 15.2-2307, it nevertheless must be analyzed in light of applicable case law to determine whether it constitutes a significant affirmative governmental act. *Bd. of Supervisors v. Crucible*, 278 Va. 152, 160, 677 S.E.2d 283, 287 (2009) (holding that “[t]he rights that vest as a result of a significant affirmative governmental act are only those rights that the government affirmatively acts upon, and the evidence to support the claim to those rights must be clear, express, and

unambiguous”). Governmental acts much more significant than a handwritten note have been deemed inadequate to support a finding of vested rights. See *Hale v. Bd. of Zoning Appeals*, 277 Va. 250, 276, 673 S.E.2d 170, 183 (2009) (holding that developers were not the beneficiaries of a significant affirmative governmental act based on a town’s rezoning and acceptance of proffers that specified retail sales as the use for which they later sought to establish a vested right). Due to the scant evidence of the circumstances surrounding the handwritten note, there is plainly insufficient evidence in this case to establish that any significant affirmative governmental act has occurred.

Even assuming, purely for the purposes of discussion, that the note written on the 1955 survey could be considered a significant affirmative governmental act, the Appellant still cannot satisfy the other requirements of Va. Code Ann. § 15.2-2307. First, the note clearly did not allow for the development of a specific project. No specific project was shown on the plat, and indeed no project has been undertaken for the past 50 years. Second, whether the Appellant’s parents ever relied upon the note is entirely speculative, but certainly the Appellant did not rely on the note when he inherited the subject property. Finally, no one incurred extensive obligations or substantial expenses in *diligent* pursuit of any *specific* project as, again, the note did not approve any specific project, and none has been undertaken in the past 50 years since the plat was prepared. For any and all of these multitude of reasons, the Appellant does not have a vested right to build on the subject property.

Prolonged Taxation Does Not Make the Subject Property a Buildable Lot

In the absence of any applicable legal support, the Appellant attempts to make a plea for simple fairness that the lot is buildable because Fairfax County has taxed the property as a separate parcel since its creation in 1948, and taxed it as though it were a buildable lot. However, the Virginia Code does not allow, as a nonconforming use, the future development of a substandard, vacant property based solely on its prolonged taxation as a buildable lot. Section 15.2-2307 of the *Code of Virginia* states, in pertinent part, that if “the owner of the *building or structure* has paid taxes to the locality for such building or structure for a period in excess of 15 years, a zoning ordinance may provide that the *building or structure* is nonconforming, but shall not provide that such *building or structure* is illegal and shall be removed solely due to such nonconformity.” (Emphasis added.) The vesting laws clearly relate only to buildings or structures that have already been erected and not vacant land. In fact, there is no law and no Zoning Ordinance provision that can provide relief to the property owner, other than the application for and approval of a variance from the lot width and lot area requirements, which the Appellant has elected not to pursue at this time.

Moreover, the Appellant’s arguments that the County is somehow estopped, or legally precluded, from determining that the subject property is not buildable after taxing it as a buildable lot for a prolonged period are unpersuasive. First, the doctrine of estoppel does not apply to the County in the discharge of its governmental functions. *Gwinn v. Alward*, 235 Va. 616, 621, 369 S.E.2d 410, 413 (1988). Therefore, even if the Department of Tax Administration made an error in the rate at which it was taxing the subject property, the County is not estopped from correcting that error. Further, because the circumstances at issue in this appeal do not give rise to a nonconforming use under the Virginia Code, the issue of taxation amounts to nothing more than a legally unsupported plea, based on perceived notions of fairness, for the landowner to be

permitted to develop a plainly unbuildable lot. The General Assembly has not authorized the Zoning Administrator and the BZA to consider perceived notions of fairness in determining whether a lot is buildable. Doing so would be to create a power under the zoning ordinance that does not exist. *See Foster v. Geller*, 248 Va. 563, 570, 449 S.E.2d 802, 807 (“[I] legislative bodies establish zoning requirements and permissible exceptions to those requirements”). The authority of the Zoning Departments and the Board of Zoning Appeals is established and limited by statute and ordinance. *Id.* at 569, 449 S.E.2d at 806. Administrative zoning actions must be grounded within the statutory framework provided. *Id.* at 569, 449 S.E.2d at 806. The applicable statutory framework simply does not permit this lot to be a buildable lot.

Finally, the Appellant argues that there are other lots in the Wellington subdivision of comparable size that have been built upon. Staff agrees that is correct, but the circumstances of each of those lots permitted it under the Zoning Ordinance. Tax Map 102-2 ((18)) A1, 7846 Southdown Road, has had a principal structure on it – a single family dwelling – since 1952. It therefore meets the requirements of Par. 2 of Sect. 2-405. Tax Map 102-2 ((18)) A2, 7836 Southdown Road, was created in 1941, prior to the effective date of the first Zoning Ordinance, and has had a principal structure on it since 1988. Tax Map 102-2 ((18)) 43B, 7900 Kent Road, was also created prior to the effective date of the first Zoning Ordinance and has had a principal structure on it since 1926. Tax Map 102-2 ((18)) 43C, 7904 Kent Road, was part of a subdivision approved by the County on July 9, 1984. At that time, street dedication reduced the lot area to that which is currently existing. Although there are specific conditions for each of the lots the Appellant references, even if there are other illegal lots in the subdivision, that would not make the subject property buildable.

In conclusion, it is clear that the subject property is not a buildable lot, and the Appellant does not have a vested right to build on the subject property. Staff therefore recommends that the BZA uphold the determination of the Zoning Administrator as set forth in the letter issued by Lorrie Kirst on January 16, 2013.

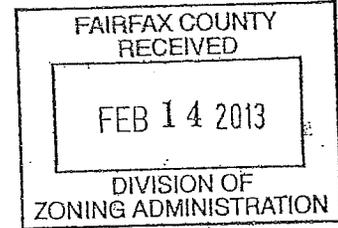
ATTACHMENTS:

1. Appellant’s application and basis for appeal
2. Zoning Ordinance and Code of Virginia provisions
3. Copies of Deeds
4. Letter issued by Lorrie Kirst
5. Building Permit No. 11561 and accompanying plat
6. Building Permit No. P37019 and accompanying plat

Please type or
Print in Black Ink



COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX
APPLICATION FOR APPEAL



APPLICATION NO. A2013-MV-005
(Assigned by Staff)

NAME OF APPELLANT: Robert L. Welsh

NATURE OF THE APPEAL:

By letter of January 16, 2013, the Assistant Zoning Administrator determined that a parcel owned by the Appellant is not a buildable lot. Given the facts in this matter, the determination was wrong and should be reversed.

DATE OF ORDER, REQUIREMENT, DECISION, DETERMINATION OR NOTICE OF VIOLATION WHICH IS SUBJECT TO THE APPEAL January 16, 2013

HOW IS THE APPELLANT AN AGGRIEVED PERSON?:

The Appellant is the owner of the property which the Assistant Zoning Administrator determined to be non-buildable by letter of January 16, 2013.

IF APPEAL RELATES TO A SPECIFIC PROPERTY, PROVIDE THE FOLLOWING INFORMATION:

POSTAL ADDRESS OF PROPERTY: 7843 Southdown Road

TAX MAP DESCRIPTION: TM 102-2 ((18)) 9B

The undersigned has or has not (circle one) the authority to allow and does or does not (circle one) authorize Fairfax County staff representatives on official business to enter on the subject property as necessary to process the application.

Sarah E. Hall, Attorney/Agent for Appellant

Type or Print Name of Appellant or Agent

Sarah E. Hall Attorney/Agent for Appellant

Signature of Appellant or Agent

Blankingship & Keith, P.C., 4020 University Dr., Suite 300, Fairfax VA 22030
Address
703/293-7231

Telephone No.

Home

Work

Please provide name and phone number of contact person if different from above.

DO NOT WRITE IN THIS SPACE

Subdivision Name: Wellington Lot 9B Sec. 1

Total Area (Acres/Square Feet): .299 acres / 13,024 sq. ft.

Present Zoning: R-2

Supervisor District: Mt. Vernon

Date application received: 2/14/13 Application Fee Paid: \$ 1000.00

Date application accepted: 4/2/13

STATEMENT IN SUPPORT OF APPEAL

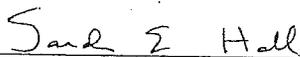
Appellant Robert L. Welsh is the owner of a .299 acre (13,025 square foot) parcel identified on the Tax Map as 102-2((18)) 9B with the address 7843 Southdown Road in the Wellington subdivision. His late parents bought the property in 1979, and in 2012 it was conveyed to Appellant from his mother's trust. On behalf of our client we requested a buildable lot determination on December 21, 2012. A copy of the request form and the Justification for Request with its attachments is enclosed as Enclosure A. By letter of January 16, 2013, a copy of which is enclosed as Enclosure B, Lorrie Kirst, Assistant Zoning Administrator, determined that Appellant's property is not a buildable lot. Appellant is sorely aggrieved by this determination, which has decimated the value of his property.

The determination that Appellant's property is not a buildable lot is wrong. As set out in the Justification for Request, a determination was made in 1955 or shortly thereafter that the lot was buildable. See survey prepared by Cecil J. Cross dated May 13, 1955 enclosed as Enclosure C, on which W. Covington, presumably Wallace Covington, then a zoning official, wrote "This is a building lot." Appellant found this survey among the papers of his mother. No doubt this determination by Mr. Covington was a critical factor in the decision of Appellant's parents to purchase the property in 1979. The adoption of Section 2-405 of the Zoning Ordinance approximately ten years ago cannot be allowed to negate this prior determination which was reasonably relied upon by Appellant's parents.

As also noted in the Justification for Request, Fairfax County has taxed the property as a separate parcel since its creation in 1948 and taxed it as though it were a buildable lot. (It was only due to the fact that the property was incorrectly shown as a very small parcel that it was assessed for \$52,000 in 2011 and 2012.) In 2006-2008, it was assessed at \$624,000; in 2009 at \$580,000; and in 2010 at \$539,000. These values clearly indicate that Fairfax County considered the property a buildable lot.

Other lots in the Wellington subdivision of size comparable to the property's 13,025 square feet are also assessed at values which assumed buildability. In 2012 TM 102-2((18)) 43C, an undeveloped lot of 13,053 square feet, was assessed at \$536,000. And lots of comparable size in the subdivision have in fact been built upon and in large numbers. For example, across Southdown Road from the property are a 10,361 square foot lot (TM 102-2 ((18)) A1) and a 14,810 square foot lot (TM 102-2((18)) A2), both of which are developed with residences.

The property was determined buildable more than 50 years ago and has been so taxed since that time. It is not only wrong but unconscionable for Fairfax County to determine now that the lot is not buildable.



Sarah E. Hall
Attorney/Agent for Appellant Robert L. Welsh

DEPARTMENT OF PUBLIC WORKS
AND ENVIRONMENTAL SERVICES

BUILDABLE LOT VALIDATION REQUEST FORM

Applicant's Name	Sarah E. Hall, counsel to Robert L. Welsh
Applicant's Mailing Address <i>(include City, State, Zip)</i>	Blankingship & Keith, P.C. 4020 University Dr., Suite 300 Fairfax, VA 22030
Applicant's Phone Number	703-293-7231 shall@bklawva.com
Property Address – if known	7843 Southdown Road
Property Tax Map Number	102-2 ((18)) 9B
Current Zoning	R-2
Magisterial District	Mount Vernon
Subdivision Name	Wellington, Section 1
Deed Book and Page Number <i>(of most recent sale)</i>	DB 22688, page 1914
Nature/Description of Request or Additional Information	See Attachment

Please complete as much information as you have available regarding the subject property. Upon completion, return this form to:

Plan and Document Control Section
12055 Government Center Parkway, Suite 506
Fairfax, Virginia 22035-5503
Phone 703-324-1730 · Fax 703-324-3921 · TTY 711

REVIEW FEE: \$348.00

LOT VALIDATION # _____

(revised 7/09)

JUSTIFICATION FOR REQUEST

In 2012 Robert L. Welsh retained this firm to transfer a property in the Wellington subdivision in Fairfax County from his late mother's Trust to him, in accordance with the terms of the Trust. Preliminary research made clear to us that the property was not correctly identified on the Tax Map. We obtained title reports on the relevant properties and sent to Shahana Kahan, a Fairfax County GIS Analyst, the enclosed letter of September 5, 2012. The result was a change in the Tax Map to show correctly the subject property and two adjoining properties. Attached is the Tax Map revised October 2, 2012, on which the subject property, TM 102-2 ((18)) 9B ("Parcel 9B"), is outlined in red. The subject property was similarly identified on the Tax Map when Mr. Welsh's parents purchased the property in 1979. See the attached Tax Map revised January 1, 1979. However, in the years between 1979 and October, 2012, the property was sometimes incorrectly identified on the Tax Map. See for example the attached Tax Map revised January 1, 2012.

On behalf of our client we seek a determination that Parcel 9B is a buildable lot. The enclosed letter to Ms. Kahan traces the history of that property, and we believe it provides information needed for a determination of buildability. We summarize below some pertinent facts related in the letter and refer to some of the Attachments to it:

1. Parcel 9 was created when Wellington, Section 1, was subdivided in 1912 by document and plat recorded in Deed Book N-7, page 127 (Attachment 1). It had an area of 0.97 acres.

2. In 1946, a 5 foot strip of land on the east side of Parcel 9B was dedicated to widen Southdown Road (Deed Book 476, page 48), and a 0.518 acre portion of Lot 9, now TM 102-2 ((18)) 9A, was conveyed out. (Deed Book 497, page 544; Attachment 4). This document referred to a survey prepared by A. B. Garrett dated June 29, 1946.

3. Parcel 9B was conveyed out by document recorded in Deed Book 641, page 282 (Attachment 5). It was described by metes and bounds, and this metes and bounds description has been repeated in each conveyance of Parcel 9B up to and including the Deed from the Trust to Mr. Welsh which we recorded in Deed Book 22688, page 1914 on November 9, 2012.

4. Mr. Welsh's parents bought Parcel 9B in 1979 by Deed recorded in Deed Book 5169, page 309 (Attachment 10). It was later conveyed to his mother's Trust.

There are some facts not mentioned in the letter to Ms. Kahan which are also relevant. They are as follows:

1. When Mr. Welsh's parents bought Parcel 9B, they understood that they were buying a lot on which a residence could be constructed. The \$44,000 price they paid for the property in 1979 was consistent with that understanding. Even more to the point is the attached plat showing Parcel 9B prepared by Carl J. Cross of Alexandria dated May 13, 1955. (Mr. Welsh

found this among his mother's papers after her death.) On that plat is the following handwritten notation on Parcel 9B:

This is a building lot created 1946 (16/19)
OK W. Covington
[presumably Wallace Covington, then a
Fairfax County zoning official]

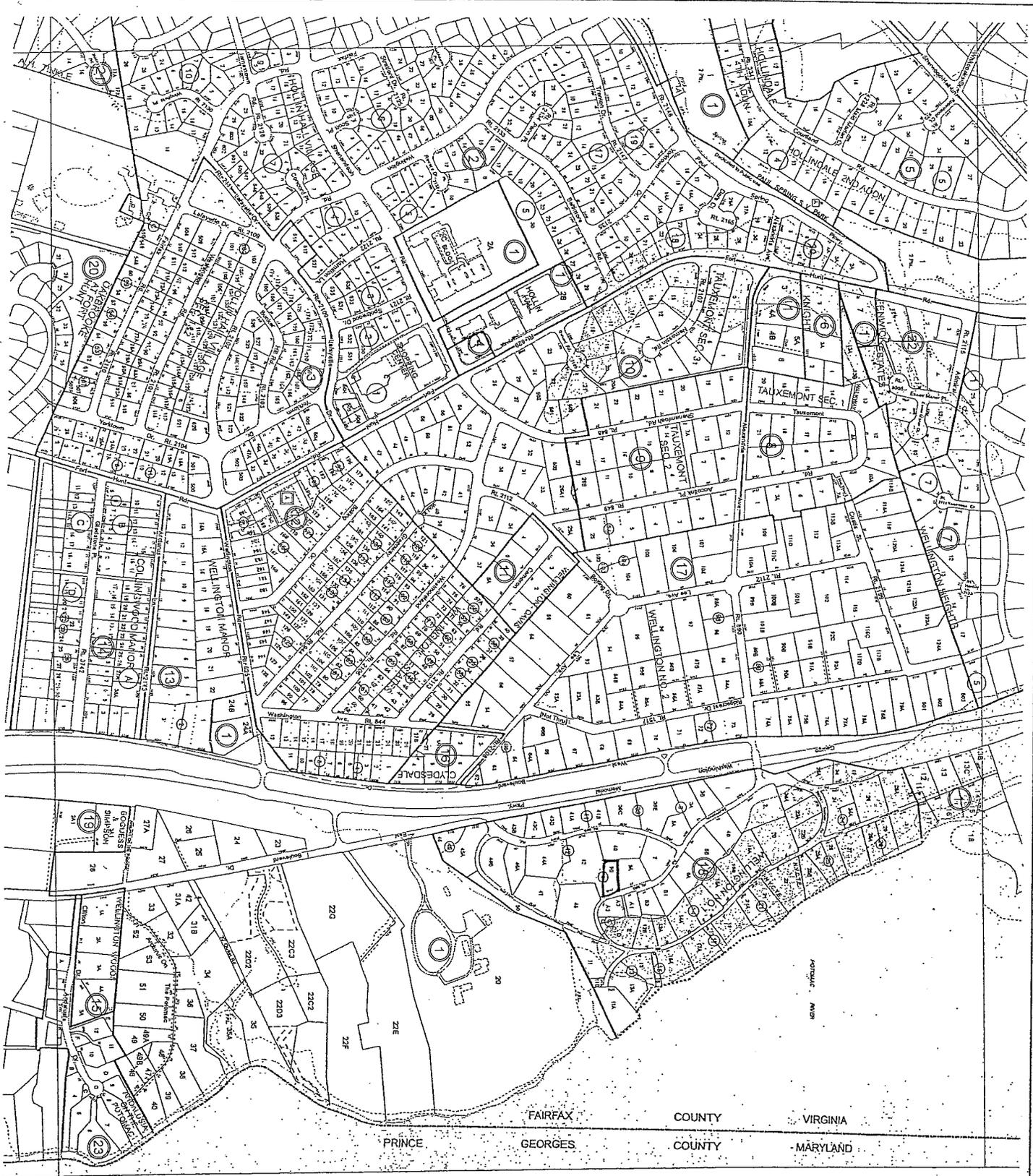
Note that the metes and bounds shown on the plat are consistent with the metes and bounds description of Parcel 9B in the Deed recorded 641/282 and all later Deeds which conveyed title to it.

2. The assessment values given Parcel 9B by the County (and the real estate taxes paid by Mr. Welsh's parents and prior owners of the lot) indicate that, at least when the size of the parcel was correctly identified by the County, it was the County's assumption that Parcel 9B was a buildable lot. See the attached summary of values for the past thirteen (13) years. Fairfax County has assessed it at values as high as \$624,000. The low valuations in 2011 and 2012 were apparently based on an incorrect understanding of how big Parcel 9B was. See the attached Tax Map revised January 1, 2012.

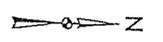
3. Fairfax County now gives the area of Parcel 9B as being 0.299 acres, or 13,025 square feet. There are several lots in Wellington of approximately this size whose assessed values indicate that the County considers them buildable. In fact, some have structures on them. Among these are the following lots:

- (a) TM 102-2 ((18)) A1. This lot is 10,361 square feet. In 2012 its assessed value was \$594,000. There is a residence on it whose assessed value was \$270,790 in 2012.
- (b) TM 102-2 ((18)) A2. This lot is across the street from the subject property and has an area of 0.34 acres (14,810 square feet). It was assessed in 2012 for \$594,000, and the house on it for \$122,700.
- (c) TM 102-2 ((18)) 43C. This lot is 13,053 square feet, and in 2012 its assessed value was \$536,000.
- (d) TM 102-2 ((18)) 43B. This lot is 13,829 square feet, and in 2012 its assessed value was \$536,000. Located on it is a structure assessed at \$52,480.

Given these facts and in light of these precedents, we urge that Parcel 9B be determined a buildable lot.



PRINCE GEORGES COUNTY - MARYLAND
 FAIRFAX COUNTY - VIRGINIA



Scale: 1" = 100'

GENERAL NOTES

1. This map was prepared from the records of the County of Fairfax, Virginia, and is subject to the provisions of the Fairfax County Ordinance of 1957, Chapter 10, Section 10-10, which provides that the County shall not be bound by any map or plan unless it is first approved by the Board of Supervisors.

2. The County is not responsible for any errors or omissions in this map.

3. The County is not responsible for any changes in the boundaries or locations of the lots shown on this map.

4. The County is not responsible for any changes in the names of the streets shown on this map.

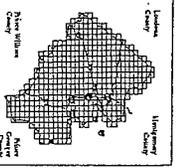
5. The County is not responsible for any changes in the zoning or other regulations that may apply to the lots shown on this map.

PROPERTY OWNERS

1. The property owners shown on this map are those who are listed in the records of the County of Fairfax, Virginia, as of the date of the preparation of this map.

2. The County is not responsible for any errors or omissions in this list.

3. The County is not responsible for any changes in the ownership of the property shown on this map.



ADMINISTRATIVE INDEX

91-3	91-4
102-1	102-4
102-3	102-4

SHEET INDEX

CADASTRAL MAP

102-2

Revised 10-02-2012

Prepared by: [Name]

DATE OF PREPARATION: [Date]

SCALE: [Scale]

PROJECT: [Project Name]

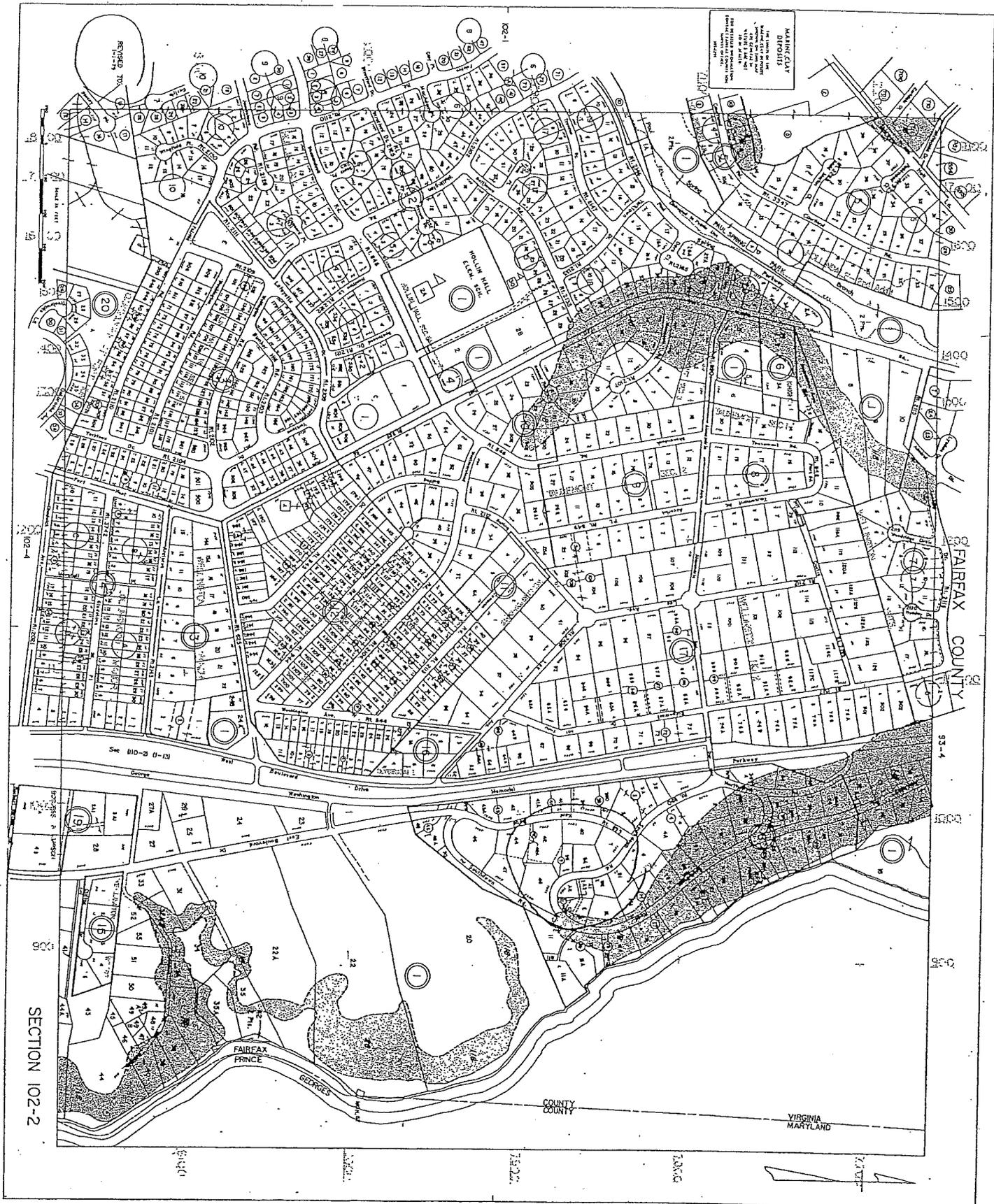
REVISIONS: [List of revisions]

APPROVED: [Signature]

DATE: [Date]

NO. 04-015-011

© THE COUNTY OF FAIRFAX, VA



MARTIN CLAY
This area is a wooded area
and is not to be developed
except as shown on the
plat of the subdivision
and is to be preserved
as a natural area.

FAIRFAX COUNTY

SECTION 102-2

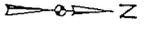
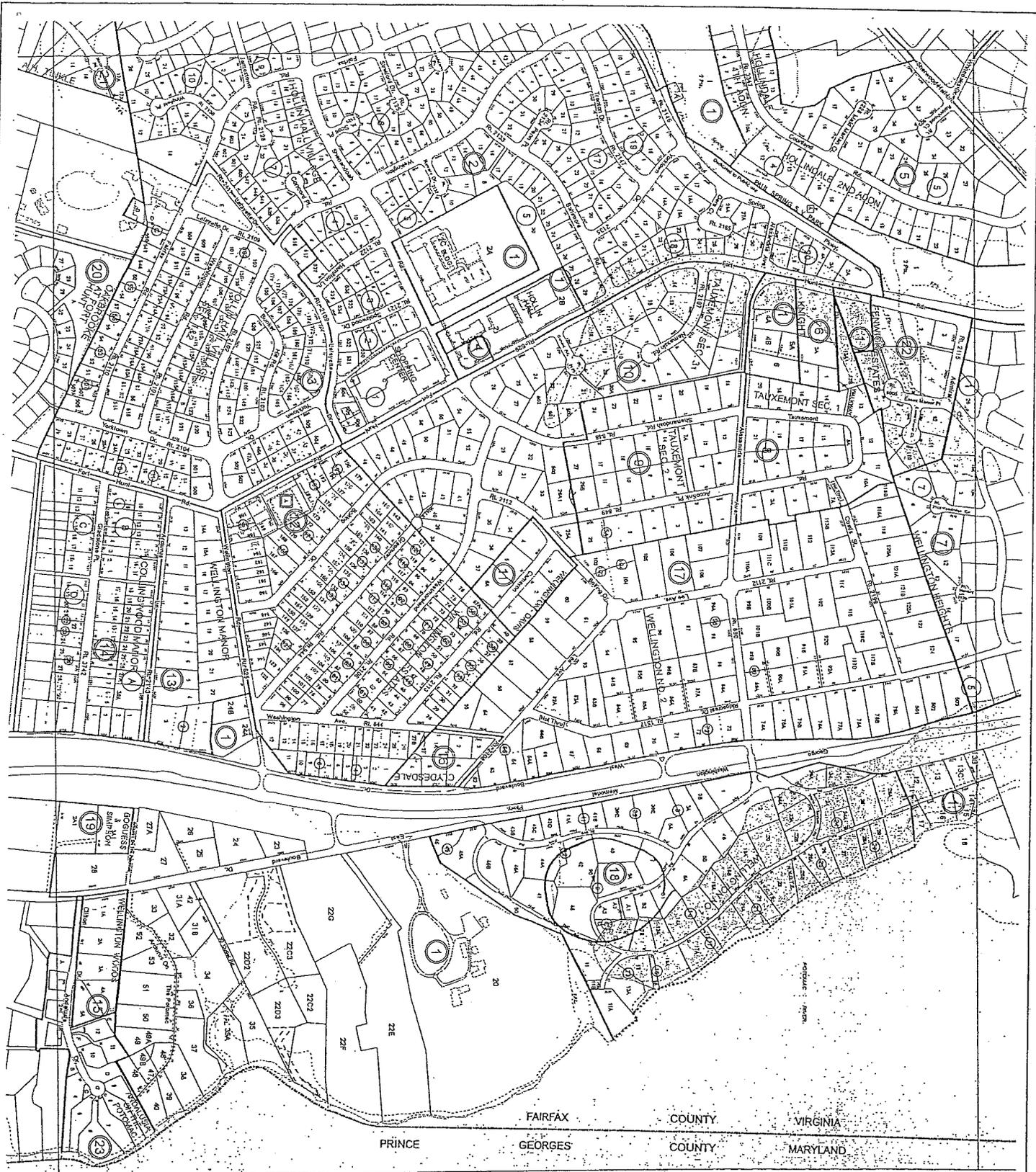
VIRGINIA
MARYLAND



1:20,000

1:20,000

1:20,000



Scale: 1" = 100'

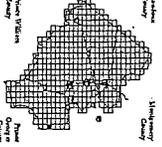
GENERAL NOTES

1. This map is a reproduction of the original map on file in the office of the County Surveyor, Fairfax County, Virginia. It is not to be used as a legal document.

2. The original map is on file in the office of the County Surveyor, Fairfax County, Virginia.

3. The original map is on file in the office of the County Surveyor, Fairfax County, Virginia.

4. The original map is on file in the office of the County Surveyor, Fairfax County, Virginia.



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SHEET INDEX

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Revised: 01-01-2012

Prepared by:

DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
 COUNTY OF FAIRFAX, VIRGINIA
 1700 SULLY ROAD, SUITE 1110
 FALLS CHURCH, VIRGINIA 22044
 (703) 243-1300
 (703) 243-1301

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B&K Blankingship ^{PC}
Keith

4020 University Drive
Suite 300
Fairfax, Virginia 22030

T: 703.691.1235
F: 703.691.3913

JOHN A.C. KEITH
WILLIAM H. CASTERLINE, JR.
SARAH E. HALL
PAUL B. TERPAK
PETER S. EVERETT
DAVID RUST CLARKE
DAVID J. GOGAL
ELIZABETH CHICHESTER MORROGH
ROBERT J. STONEY
WM. QUINTON ROBINSON
JOHN F. CAFFERKY
WILLIAM B. PORTER
GIFFORD R. HAMPSHIRE
WILLIAM L. CAREY
MARY MCGOWAN
MARK A. TOWERY

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CHIDI I. JAMES
PETULA C. METZLER
MICHAEL L. CHANG
LAURIE L. PROCTOR
PATRICIA C. AMBERLY
JENNIFER L. MCCAMMON
MICHAEL A. HOWES
JESSICA L. HASS
A. HUGO BLANKINGSHIR, JR.
OF COUNSEL
STANLEY P. KLEIN
SENIOR COUNSEL

September 5, 2012

Ms. Shahana Kahan
GIS Analyst
12000 Government Center Parkway, Room 117
Fairfax, Virginia 22035

RE: TM 102-2((18))9

Dear Ms. Kahan:

This firm represents Robert L. and Dora S. Welsh, who have since 1979 owned and lived in the residence located at 7848 Southdown Road in Fairfax County. Also in 1979 Mr. Welsh's parents bought an adjoining unimproved lot which they later conveyed to the *inter vivos* trust of Mr. Welsh's mother. She died April 6, 2010, and Mr. Welsh retained this firm to prepare a Deed by which the adjoining lot would be conveyed to him in accordance with the terms of his mother's trust. Undertaking the necessary preliminary research, we soon realized that the properties in question are not correctly shown on the Fairfax County Tax Map and that ownership of the three parcels derived from what had been TM 102-2((18))9 is not accurately reflected in the Real Estate Tax records. Set out below are the results of our research.

The properties in question are all in the Wellington subdivision, which we understand is the oldest subdivision in Fairfax County. Created by a document dated July 6, 1912, recorded in Deed Book N-7, page 127 among the land records of Fairfax County ("Land Records"), a copy of which is enclosed as Attachment 1, the subdivision originally included 49 lots. Lot 9 was shown as having an area of 0.97 acres. By Deed dated June 23, 1926, recorded in Deed Book U-9, page 149, a copy of which is attached as Attachment 2, Mary Helena Elliott and Thomas Elliott conveyed Lot 9 to D. L. Luxford.

Ms. Shahana Kahan
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By Deed dated May 3, 1946, recorded in Deed Book 493, page 355, a copy of which is attached hereto as Attachment 3, Pauline Luxford, the widow of D. L. Luxford, conveyed to Donald E. and Helen G. Keyhoe (collectively, "Keyhoe") Lot 9 less a 5-foot strip of property along the west side of the lot which had been conveyed to the Commonwealth for widening the adjoining road by Deed dated January 21, 1946, recorded in Deed Book 476, page 484. Mr. and Mrs. Keyhoe were the last people to own what had originally been Lot 9 in its totality (but for the 5-foot strip). By their conveyances out, they effectively subdivided Lot 9.

By Deed dated July 8, 1946, recorded in Deed Book 497, page 544, a copy of which is attached as Attachment 4, Keyhoe conveyed to Frankie Ristine a 0.518 acre parcel in the northern portion of Lot 9. The property was described by metes and bounds. The Deed stated that the parcel is shown on a survey prepared by A. B. Garrett, dated June 29, 1946, which, unfortunately was never recorded, as far as we can tell. Two years later, by Deed dated August 4, 1948, recorded in Deed Book 641, page 282, a copy of which is attached hereto as Attachment 5, Keyhoe conveyed to Frankie Ristine most but not all of the remainder of Lot 9. The property conveyed was described by metes and bounds but no acreage was given for it.

Our client found among his mother's papers a plat, apparently never recorded, prepared by Cecil J. Cross dated May 13, 1955, a copy of which is attached as Attachment 6, which shows both properties conveyed to Frankie Ristine and the remainder of Lot 9. It identifies the property conveyed to Frankie Ristine in 1946 as Lot 9A and that conveyed in 1948 as Lot 9B, and we will so refer to them below. The small remainder of the property we'll refer to as the "Triangular Parcel."

By Deed dated May 19, 1955, recorded in Deed Book 1311, page 242, a copy of which is attached as Attachment 7, Frankie L. Ristine and her husband conveyed to Robert L. and Ethel S. Sweitzer Lots 9A and 9B. The descriptions mirrored the metes and bounds descriptions set out in the 1946 and 1948 Deeds, respectively. Attached as Attachment 8 is a copy of a portion of the 1960 Tax Map. It correctly shows Lot 9A (as Lot 9) but incorrectly shows Lot 9B (as Lot 9A) as including the Triangular Parcel. By Deed dated April 19, 1979, recorded in Deed Book 5392, page 934, Mr. and Mrs. Sweitzer conveyed Lot 9A to this firm's clients, Robert L. and Dora S. Welsh. A follow up Deed dated December 6, 1988, recorded in Deed Book 7276, page 1278, a copy of

Ms. Shahana Kahan
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which is attached as Attachment 9, conveyed title to the property to our clients as tenants by the entirety. Those Deeds described Lot 9A by metes and bounds exactly as it was described in the 1946 Deed which created it (497/544). As noted there, Lot 9A has an area of 0.518 acres.

By Deed dated April 19, 1979, recorded in Deed Book 5169, page 309, a copy of which is attached hereto as Attachment 10, Lot 9B was conveyed to Laurence C. Welsh and Marie Eloise Welsh, the parents of Robert Welsh. By Quitclaim Deed dated February 14, 1990, recorded in Deed Book 7590, page 1, a copy of which is attached as Attachment 11, they conveyed Lot 9B to Marie Eloise Welsh, Trustee of her *inter vivos* trust. In both of these Deeds Lot 9B was described by metes and bounds exactly as it was described in the 1948 Deed which created it (641/282). Attached as Attachment 12 is a title report on Lot 9B prepared by Walker Title, LLC dated April 25, 2012. It confirms ownership of Lot 9B in Marie Louise Welsh, Trustee. (As noted above, Ms. Welsh died April 6, 2010.) In sum, Lot 9A is now owned by Robert L. and Dora S. Welsh, and Lot 9B is owned by the Trustee of Marie Eloise Welsh Trust.

As to the Triangular Parcel, by Deed dated January 6, 1964, recorded in Deed Book 2406, page 565, a copy of which is attached as Attachment 13, Keyhoe conveyed it to Russell T. and Marjory S. Morris along with several properties in Wellington. The Triangular Parcel was described by metes and bounds and its area was given as 4792 square feet. The 1964 Tax Map, a portion of which is attached hereto as Attachment 14, correctly showed the Triangular Parcel as a separate lot but incorrectly showed Lot 9A and Lot 9B as being one lot, as does the current Tax Map. Attached as Attachment 15 is a copy of a title report issued by Walker Title, LLC dated May 25, 2012 regarding the Triangular Parcel. (The deeds in the chain of title are 2940/79, 3879/715, 5153/548, and 20720/127.) It shows as the current owners of the Triangular Parcel Daniel G. Mongeon and Schele E. Mongeon, who are also the owners of the adjoining property identified on the Tax Map as TM 102-2((18))42. See Deed dated September 28, 2009, recorded in Deed Book 20720, page 127, a copy of which is attached as Attachment 16.

On behalf of our clients, we request that the Fairfax County Tax Map be revised to show Lot 9A, Lot 9B, and the Triangular Parcel as separate tax parcels and that the Fairfax County Department of Tax Administration show the ownership of these properties as follows:

B&K Blankingship⁺ Keith^{pc}

Ms. Shahana Kahan
September 5, 2012
Page 4

Lot 9A	Robert L. and Dora S. Walsh (7276/1278)
Lot 9B	Trustee of Marie Eloise Welsh Trust (7590/1)
Triangular Parcel	Daniel G. and Schele Mongeon (20720/127)

We recognize that all this is somewhat complicated. Please call us if you have any questions about this matter.

Best regards.

Yours truly,

Sarah E Hall

Sarah E. Hall

SEH/jrj
Enclosures
cc: Robert L. and Dora S. Welsh

State of Virginia,
County of Fairfax, Va. -

J. W. Richardson, Clerk Circuit Court in and for the
County and State aforesaid, do certify that Robert P. Griffith and
Martha E. Griffith, his wife, whose names are signed to the above
writing, bearing date the 15th day of July 1912, have each acknow-
ledged the same before me in my official tri County aforesaid.
Given under my hand this 19th day of July, 1912.
J. W. Richardson Clerk.

In the Clerk's Office of Fairfax Circuit Court Va.
July 19th 1912
this deed was received, duly authenticated and admitted
to record.
J. W. Richardson
Clerk.

10/8/12 mailed to
H. P. Brooke,
Alex Va.

The above or foregoing submission of a tract of land
in Mount Vernon Magisterial District, Fairfax County, Virginia,
of a part of the Wellington Farm described as follows:-
Beginning at a pipe driven in the ground on the
eastern line of the Right of Way of the Washington-Virginia
Railway and on the line of the land conveyed to the
Messrs. Elise and Theresa Thompson, and running with the line
of the aforesaid Railroad Right of Way south 6 degrees 16 minutes
west 301.1 feet to a pipe on the line of Joseph W. Brewster
thence with the line of Joseph W. Brewster south 72 degrees
06 minutes east 1109.7 feet to a pipe on the shore of the
Potomac River; thence following the low water line of said River
south 10 degrees 26 minutes west 263.5 feet to a stake; thence
south 39 degrees 7 minutes west 655.3 feet to a stake; thence
south 18 degrees 10 minutes east 345.4 feet to a stake; thence
south 23 degrees 49 minutes east 314.4 feet to a stake; thence
south 35 degrees 20 minutes east 287.8 feet to a stake; thence
south 13 degrees 40 minutes east 158.2 feet to a stake; thence
south 31 degrees 41 minutes east 362.4 feet to a stake; thence
south 12 degrees 39 minutes east 174.7 feet to a stake; thence
south 39 degrees 19 minutes east 170.0 feet to an old wharf
thence with the edge of said wharf south 68 degrees 31 min-
utes east 43.0 feet to corner of wharf; thence still with edge
of said wharf south 34 degrees 39 minutes east 145.0 feet to a
large nail in the strong piece, said nail being located on
the line of the land conveyed to the Messrs. Elise and the
Thompsons; thence leaving the Potomac River and running on
the line of the aforesaid Messrs. Thompson south 68 degrees
7 minutes west 615.6 feet to a pipe; thence south 25 degrees
7 minutes west 285.0 feet to a pipe; thence south 37 degrees
47 minutes west 545.0 feet to a pipe; thence south 70 degrees
17 minutes west 150.2 feet to the point of beginning, con-
taining in all 55.89 acres.

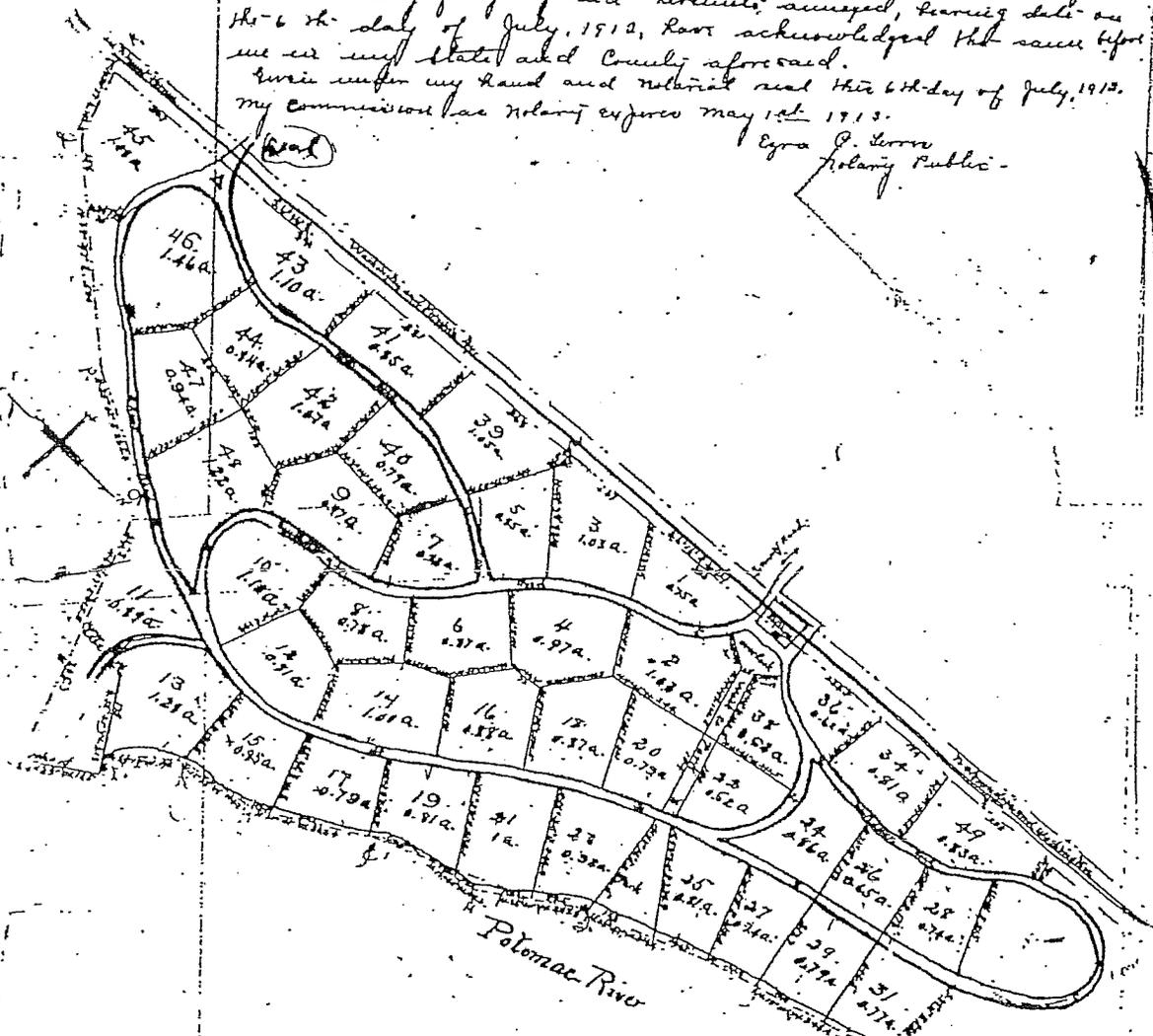
In, with the free consent, and in accordance with
the desire of the undersigned owners and proprietors, who
know to exact, full down and maintain gas, water, and
works, pipes, wires and fixtures over, along and
across the set forth in said submission, and with
the right to grant said right; for, to have, and

Witness our hands and seals this 6th day of July, 1912.
Eugene Frost
Robert M. Frost (seal)

State of New York
County of Westchester

To-wit:
I, Ezra C. Service, a Notary Public in and for the State and County aforesaid, do hereby certify that Eugene Frost and Robert M. Frost, his wife, whose names are signed to the writing foregoing and herewith annexed, bearing date on the 6th day of July, 1912, have acknowledged the same before me in my State and County aforesaid.
Given under my hand and notarial seal this 6th day of July, 1912.
My commission has notary expires May 1st 1913.

Ezra C. Service
Notary Public



PLAT of
Wellington
Fairfax County,
Virginia

Harry Stearns, Engineer
Washington, D.C.
George Dunlop, Landscape Architect

Surveyed & drawn
May 1912

In the Clerk's Office of Fairfax Circuit Court, Va.
July 20th 1912

This Subpoena was received, duly authenticated and admitted to record.

Teste
J. W. Richardson
Clerk.

Mailed to Tel & Tel
Co Charlottesville

\$15.00

Received of the American Telephone and Telegraph Company
of Virginia

I did see and ^{the} follow in consideration of which I hereby grant
said Company, its successors and assigns, the right, privilege and
authority to construct, operate and maintain its lines of telephone and
telegraph, including the necessary poles, wires and fixtures upon, over
and across the property which I own, or in any which I have any interest
in the President's District, County of Fairfax and State of Virginia, and
upon and along the roads, streets or highways adjoining the said property
with the right to permit the attachment of the wires of any other company,
and the right to use any wire along said lines so as to keep the
wires clear of each other at least eight inches, to erect and set the necessary guy
and brace poles and anchors and to attach them and to use the necessary
guy wires, said same being received in full payment therefor,
this grant is only for the benefit of 1 Pole and two anchor guys also
two trimmings.

Witness my hand and seal, this 20th day of May A. D. 1912. at
Plymouth, Va.
Post-office address
Witness Wm Couch
Clara Spaulding

Rebecca L. Brown and
(and owner)

Town of Plymouth
May 21, 1912

State of New Hampshire
County of Rockingham
Then personally appeared the within named Rebecca L. Brown and
acknowledged the within instrument to be her voluntary act and
deed.

Seal

Before me
Abner S. Wentworth
Notary Public

State of New Hampshire
County of Rockingham
I, Abner S. Wentworth, Notary Public for the County aforesaid, in
the State of New Hampshire, do hereby certify that Rebecca L. Brown, of
the name as signed to the within writing bearing date the 20th
day of May, 1912, has acknowledged the same before me on
my truly aforesaid

Given under my hand and official seal this 20th day of May 1912.
Abner S. Wentworth
Notary Public.

In the Clerk's Office of Fairfax Circuit Court, Va.
July 22, 1912

This contract was received, duly authenticated and
admitted to record

Teste
J. W. Richardson
Clerk.

Amended

Deed of Bargain and Sale.

This Deed made this 23rd day of June, 1926, by and between Mary Helena Elliott, also known as Helena Elliott, and Thomas Elliott, her husband, parties of the first part: and D. L. Lufford, party of the second part:

WITNESSETH: That said parties of the first part, in consideration of the sum of Ten Dollars and other good and valuable consideration to them cash in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey, with general warranty, unto said party of the second part, all of that lot of ground with the buildings and improvements thereon and appurtenances thereunto belonging, located in Mount Vernon Magisterial District, Fairfax County, Virginia, and being known and designated as all of LOT Numbered Nine (9), Section Numbered One (1) of the subdivision of Wellington, as the same appears duly dedicated, platted and recorded among the land records of Fairfax County, Virginia, in Liber N No. 7 page 127, containing 0.97 of an acre, and being the same property which was acquired by the said Mary Helena Elliott by Deed dated February 5th, 1923 from John C. Jensen and wife, and of record among said land records in Liber B No. 9 page 73.

The parties of the first part covenant with the party of the second part that they have the right to convey said property to him: that there are no encumbrances against the same: that he shall have quiet and peaceable possession thereof: and that they, said parties of the first part, will execute such further assurances of title thereto as may be necessary.

Witness the following signatures and seals.

Mary Helena Elliott.	(Seal)
Helsha Elliott.	(Seal)
Thomas Elliott.	(Seal)

Commonwealth of Virginia, City of Alexandria, to-wit:-

I, Mary C. Wease, a Notary Public in and for the State and City aforesaid, do hereby certify that Mary Helena Elliott, also known as Helena Elliott, and Thomas Elliott, her husband, whose names are signed to the foregoing Deed, bearing date on the 23rd day of June, 1926, have acknowledged the same before me in my City aforesaid.

Given under my hand this 28 day of June, 1926.

My Commission expires March 13, 1929.

Mary C. Wease.
Notary Public.

In the Clerk's Office of the Circuit Court of Fairfax County, Va., July 9 1926.

This deed was received, duly authenticated and admitted to record.

Teste.

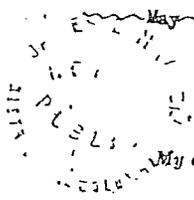
D. W. Richardson

Clerk.

OK

IN TESTIMONY WHEREOF I have affixed my official seal this 27th day of

May A D 1946



JAMES E. HARRELL Notary Public *James E. Harrell*

My commission expires on the 1st day of December, 1947

In the Clerk's Office of the Circuit Court of Fairfax County, Virginia, JUN 17 1946 at 9:50 A.M.

This Instrument was received and, with the certificate annexed, admitted to record

Tests:

Thomas S. Chapman, Jr. Clerk

DEED OF BARGAIN AND SALE

July 20, 1946-Delivered to Davis-Ruffner Title Corp.

THIS DEED, Made this 3rd day of May, 1946, by and between Pauline G. Luxford, Widow, and Devisee under the last Will and Testament of Donald L. Luxford, deceased, party of the first part; and Donald E. Keyhoe and Helen G. Keyhoe, husband and wife, as joint tenants with the common law right and attribute of survivorship, taking title as tenants by the entireties, parties of the second part;

WITNESSETH: That said party of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to her cash in hand paid, by said parties of the second part, receipt of which is hereby acknowledged, does hereby grant, bargain and sell, and convey with general warranty of title unto said parties of the second part, as joint tenants with the common law right and attribute of survivorship (that is, it is the intention of the parties that in the event of the death of either of the parties of the second part, whole fee simple title shall become vested in the survivor) taking title as tenants by the entireties, All that lot or parcel of ground with its improvements and appurtenances, located in the Mount Vernon Magisterial District, Fairfax County, Virginia, being more particularly known and designated as:

LOT Numbered Nine (9), Section Numbered One (1), of the subdivision of Wellington, as the same appears duly dedicated, platted and recorded among the land records of Fairfax County, Virginia, in Liber N, No. 7, Page 127, containing 0.97 of an Acre. Being the same property acquired by D. L. Luxford by Deed dated June 23, 1928, and recorded July 9, 1928, in Liber U, No. 9, Page 149; and said D. L. Luxford, by Will dated January 18, 1941 and probated December 4, 1946, in Will Book 26, Page 440 of the Fairfax County, Virginia, records, devised all real estate of which he died seized to his wife, Pauline G. Luxford.

LESS AND EXCEPT the following strip of ground conveyed to Commonwealth of Virginia by Deed dated January 21, 1946, and recorded February 11, 1946, in Liber 476, Page 484, being more particularly described as follows:

All of that lot or parcel of ground with its improvements and appurtenances, located in the Mount Vernon District, Fairfax County, Virginia, a portion of Wellington Subdivision, Section One, being particularly described and referred to, as follows:

A strip of ground having a depth of five (5) feet of the Eastern portion of Lot Numbered Nine (9), Section Numbered One (1), of the subdivision known as Wellington, as the same appears duly dedicated, platted and recorded in Liber N, No. 7, Page 127 of the Fairfax County, Virginia, land records, and for title derivation, reference is made to Liber U, No. 9, Page 149, and Will Book 26, Page 440 of the said County land records, the strip of ground hereby conveyed having a depth of five (5) feet off the Eastern frontage of said lot, along the Western line of the Roadway by the entire width of said lot, this conveyance being made to the Commonwealth of Virginia for the purpose of increasing the width of the road in front of said Lot by five feet.

The party of the first part covenants with the parties of the second part that she has the right to convey said property to them; that there are no encumbrances against the same, that they shall have quiet and peaceable possession thereof; and that she, said party of the first part, will execute such further assurance of title thereto as may be necessary.

WITNESS the following signature and seal.

Pauline G. Luxford (SEAL)

STATE OF VIRGINIA, CITY OF ALEXANDRIA, To-wit:

I, the undersigned Notary Public in and for the State and City aforesaid, do hereby certify that Pauline G. Luxford, Widow, whose name is signed to the foregoing Deed bearing date the 3rd day of May, 1946, has acknowledged the same before me in my State and City aforesaid.

Given under my hand this 19th day of May, 1946.
My commission expires February 11, 1949.

Jacqueline J.D. Vincent
Notary Public



State of Virginia, City of Alexandria in-wit:

I, Ramsey M. Davis, Notary Public for the City aforesaid, in the State of Virginia, do certify that

John J. Gibbons and Catherine D. Gibbons, his wife whose names are signed to the writing hereto annexed, bearing date on the 12th day of

July, 1946, have acknowledged the same before me in my City aforesaid,

Given under my hand, this 12th day of July, 1946.

My commission as Notary expires October 5th, 1949

Ramsey M. Davis, Notary Public

In the Clerk's Office of the Circuit Court of Fairfax County, Virginia, JUL 13 1946 at 11:26 AM.

This Instrument was received and, with the certificate annexed, admitted to record

Teste: Thomas H. Chapman, Clerk

August 10, 1946-Delivered to: Davis-Ruffner Title Corp.

DIED OF BARGAIN AND SALE

THIS DIED, Made this 8th day of July, 1946, by and between Donald E. Keyhoe and Helen G. Keyhoe, husband and wife, parties of the first part; and Frankie L. Ristine, party of the second part;

WITNESSETH That said parties of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to them cash in hand paid by said party of the second part, receipt of which is hereby acknowledged, do hereby grant, bargain and sell and convey with general warranty of title unto said party of the second part, All that lot or parcel of ground with its improvements and appurtenances, located in the Mount Vernon Magisterial District, Fairfax County, Virginia, being known and designated as Lot 9 A, being part of original Lot 9, of the Subdivision of Wellington, as the same appears duly

the said County land records, and more particularly bounded and described according to survey of A. B. Garrett, Certified Land Surveyor on June 29, 1946, as follows, to-wit:

BEGINNING at an original iron pipe at the Northwest corner of original Lot Nine (9), Wellington, Fairfax County, Virginia; thence along the line common to Lots 7 and 9, N. 66 deg. 54' E. 133.00 feet to an iron pipe in the new West line of Southdown Road, being 15 feet from the center line thereof; thence along the new West line of Southdown Road which curves to the right, the chord which bears S. 12 deg. 28' 40" E. 179.21 feet to an iron pipe being 15 feet from the center line; thence due West 168.00 feet to an iron pipe in the West line of original Lot 9; thence along the West line of original Lot 9, N. 3 deg. 14' E. 123.00 feet to the point of beginning, containing 0.518 part of an acre. Being part of the property acquired by parties of the first part by Deed dated May 3, 1946, and recorded June 17, 1946, among the said Fairfax County, Virginia, land records.

The parties of the first part covenant with the party of the second part that they have the right to convey said property to her; that there are no encumbrances against the same; that she shall have quiet and peaceable possession thereof; and that they, said parties of the first part, will execute such further assurances of title thereto as may be necessary.



WITNESS the following signatures and seals.

Donald E. Keyhoe (SEAL)

Helen G. Keyhoe (SEAL)

STATE OF VIRGINIA)
CITY OF ALEXANDRIA) To-wit:

I, the undersigned Notary Public in and for the State and City aforesaid, do hereby certify that Donald E. Keyhoe and Helen G. Keyhoe, husband and wife, whose names are signed to the foregoing Deed bearing date the 8th day of July, 1946, have acknowledged the same before me in my State and City aforesaid.

Given under my hand this 8th day of July, 1946.

My commission expires Feb 11 1949

James Edgar F. Vincent
Notary Public

In the Clerk's Office of the Circuit Court of Fairfax County,
Virginia, JUL 13 1946 at 11:17 AM.

This Instrument was received and, with the certificate annexed, admitted to record:

Teste: *Thomas H. Chapman, Jr.* Clerk

August 10, 1946- Mailed to:
Mr. A. L. Albrecht
R. F. D. #1
Fairfax, Virginia.

THIS DEED, made and entered into this 8th day of July, 1946, by and between:

A. L. ALBRECHT, widower, party of the first part; and MAURICE C. GHEEN and LOUISE M. GHEEN, his wife, RICHARD CONWAY THOMPSON and EMILY CECELIA THOMPSON, his wife, JAMES N. TILLER, MOLLIE TILLER, CARMACK STOKELY and BELINA MAE STOKELY, his wife, VIRGINIA BALDWIN, ALEX RILEY and CATHERINE RILEY, his wife, GEORGE GANTT and RUTH GANTT, his wife, and JOHN R. KIDWELL, JR., and MARIE S. KIDWELL, his wife, parties of the second part;

W I T N E S S E T H

that for and in consideration of the sum of \$1.00, cash in hand paid to him by the parties of the second part, before the sealing and delivery hereof, receipt of which is now acknowledged, the party of the first part does now hereby, with GENERAL WARRANTY OF TITLE, grant, bargain, sell and convey unto the parties of the second part, their heirs or assigns, forever, a right of way over the hereinafter described real estate, for the purpose of ingress and egress to their respective parcels of land, said right of way being described by metes and bounds as follows, to-wit:

"Beginning at the east corner of Duccmb on the west side of the Ox Road, the said corner being N. 1° 59' E. 337.0 ft. from the southeast corner of A. L. Albrecht's entire tract; thence for the southwest side of the road, running with the northeast lines of Duccmb, Gheen, Thompson, Tiller, Stokely, Baldwin and Riley, N. 55° 45' W. 2050.27 ft. to the northerly corner of Riley; thence N. 34° 15' E. 30.0 ft.; thence for the northeast side of the road, to and with the southwest lines of Gantt, Thompson and Kidwell, S. 55° 45' E. 2019.27 ft. to the said side of the Ox Road; thence

✓
Aug. 14, 1948 - mailed to:
Frankie L. Ristine,
920 Southern Boulevard,
Washington, D. C.

8370

DEED OF BARGAIN AND SALE

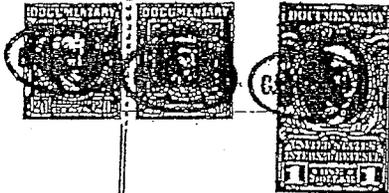
THIS DEED, made this 4th day of August, 1948, by and between DONALD E. KEYHOE and HELEN G. KEYHOE, his wife, parties of the first part: and FRANKIE L. RISTINE, party of the second part.

WITNESSETH: that the said parties of the first part, in consideration of the sum of Ten Dollars and of other good and valuable considerations, cash to them in hand paid, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey, with general warranty of title, unto the said party of the second part, all of that lot of ground with its improvements and appurtenances located in Mt. Vernon Magisterial District, Fairfax County, Virginia, more particularly described by recent survey as being portion of Lot 9-B of WELLINGTON subdivision, described as follows:

Beginning at a point at the intersection of the southerly line of Lot 9-B, WELLINGTON, with the westerly line of Southdown Road; thence running through said Lot N. 84 deg. 22' 41" W. 192.52 feet to an iron pipe corner to Lot 40; thence with the line of said Lot 40, N. 3 deg. 14' E. 71.90 feet to a pipe, corner to Lot 9-A; thence with the line of said Lot 9-A, East 168.00 feet to an iron pipe in the westerly line of Southdown Road; thence with the westerly line of said road to the point of beginning.

The parties of the first part covenant with the party of the second part that they have the right to convey this property to her; that there are no encumbrances against the same; that she shall have quiet and peaceable possession thereof; and that they, the said parties of the first part, will execute such further assurances of title thereto as may be necessary.

WITNESS the following signatures and seals.



Donald E. Keyhoe (SEAL)
Helen G. Keyhoe (SEAL)



STATE OF VIRGINIA }
CITY OF ALEXANDRIA } To-wit:

~~Notary Public~~ -^{Comm. in Chancery for Circuit Court} I, the undersigned ~~Notary Public~~ in and for the State and City aforesaid, do hereby certify that DONALD E. KEYHOE and HELEN G. KEYHOE, his wife, whose names are signed to the above deed, bearing date on the 4th day of ^{August} ~~July~~, 1948, have acknowledged the same before me in my said State and City.

GIVEN under my hand this 5th day of ^{August} ~~July~~, 1948.

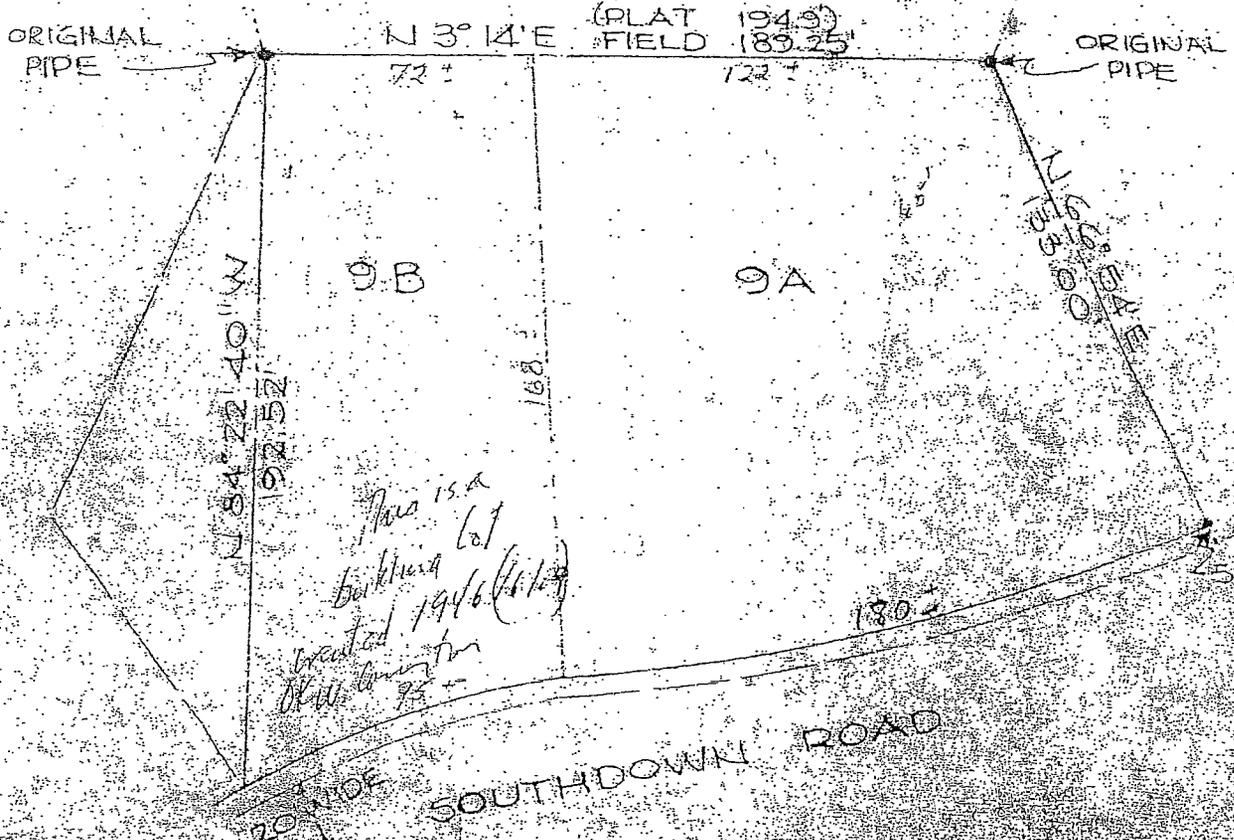
~~My commission expires:~~

Charles A. Fair
Notary Public
Commissioner in Clerk's Office for the Circuit Court in and for the City of Alexandria, Va.

In the Clerk's Office of the Circuit Court of Fairfax County, Virginia, AUG 5 1948 at 9:00 A.M.

This Instrument was received and, with the certificate annexed, admitted to record

Teste: Thomas P. Chapman, Jr. Clerk



PLAT
 SHOWING SURVEY OF
 LOT 9A & PART OF LOT 98
 WELLINGTON
 FAIRFAX COUNTY, VA
 SCALE 1"=50' MAY 13, 1965

Cecil J. Cross
 CECIL J. CROSS
 CERTIFIED ENG'G & SURVEYOR
 ALEXANDRIA, VA

13178

DEED OF BARGAIN AND SALE

May 23, 1955 - Rev. & Mrs. - Fairfax State Corp

THIS DEED, made this 19th day of May, 1955, by and between FRANKIE L. RISTINE and JOHN C. RISTINE, her husband, parties of the first part; and ROBERT L. SWEITZER and ETHEL S. SWEITZER, his wife, as tenants by the entirety with the common law right of survivorship, parties of the second part;

WITNESSETH: that the said parties of the first part in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash to them in hand paid, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey, with general warranty of title, unto the said parties of the second part, as tenants by the entirety with the common law right of survivorship, all of those two parcels of ground described as follows:

FIRST: All that lot or parcel of ground with its improvements and appurtenances, located in the County of Fairfax, Virginia, being known and designated as Lot 9-A, being part of original lot 9, of the Subdivision of Wellington, as the same appears duly dedicated, platted and recorded in Liber N, No. 7, Page 127 of the said County land records, and more particularly bounded and described according to survey of A. B. Garrett, Certified Land Surveyor, on June 29, 1946, as follows, to-wit:

BEGINNING at an original iron pipe at the Northwest corner of original Lot Nine (9), Wellington, Fairfax County, Virginia; thence along the line common to Lots 7 and 9, N. 66° 54' E. 133.00 feet to an iron pipe in the new West line of Southdown Road, being 15 feet from the center line thereof; thence along the new West line of Southdown Road which curves to the right, the chord which bears S. 12° 28' 40" E. 179.21 feet to an iron pipe being 15 feet from the center line; thence due west 168.00 feet to an iron pipe in the west line of original lot 9; thence along the west line of original lot 9, N. 3° 14' E. 123.00 feet to the point of beginning, containing 0.518 part of an acre. Being the same property acquired by Frankie L. Ristine by deed dated July 8, 1946 and of record in Deed Book 497, Page 544 of the Fairfax County, Virginia land records.

SECOND: All of that lot of ground with its improvements and appurtenances located in Fairfax County, Virginia, more particularly described by recent survey as being portion of Lot 9-B of WELLINGTON subdivision, described as follows:

BEGINNING at a point at the intersection of the southerly line of Lot 9-B, WELLINGTO , with the westerly line of Southdown Road; thence running through said Lot N. 84° 22' 41" W. 192.52 feet to an iron pipe corner to Lot 40; thence with the line of said Lot 40, N. 3° 14' E. 71.90 feet to a pipe, corner to Lot 9-A; thence with the line of said Lot 9-A, East 168.00 feet to an iron pipe in the westerly line of Southdown Road; thence with the westerly line of said road to the point of beginning. Being the same property acquired by Frankie L. Ristine by deed dated August 4, 1948 and of record in Deed Book 641, Page 282 of the Fairfax County, Virginia land records.

The parties of the first part covenant with the parties of the second part that they have the right to convey this property to them; that there are no encumbrances against the same; that they shall have quiet and peaceable possession thereof; and that they, the said parties of the first part, will execute such further assurances of title thereto as may be necessary.

WITNESS the following signatures and seals.

Frankie L. Ristine (SEAL)
John C. Ristine (SEAL)

STATE OF VIRGINIA: to-wit:
CITY OF ALEXANDRIA:

~~Commissioner in Chancery~~ I, the undersigned ~~Notary Public~~ in and for the State and City aforesaid, do hereby certify that Frankie L. Ristine and John C. Ristine, her husband, whose names are signed to the above deed, bearing date on the 19th day of May, 1955, have acknowledged the same before me in my State and City aforesaid.

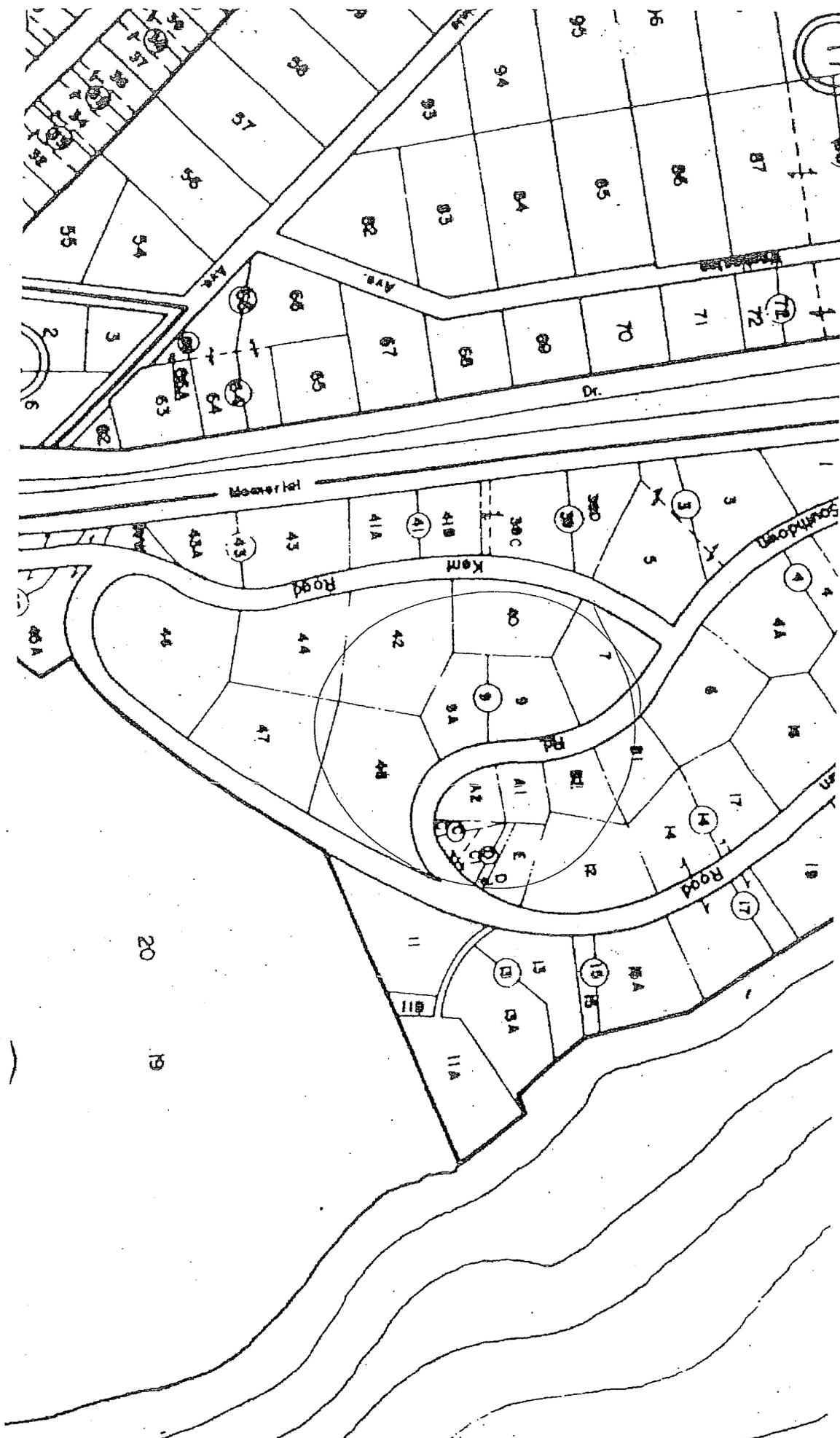
GIVEN under my hand this 19th day of May, 1955.
~~My commission expires:~~

Charles A. Davis
Notary Public
Commissioner in Chancery
as aforesaid.

In the Clerk's Office of the Circuit Court of Fairfax County, Virginia MAY 20 1955 at 12:30 P.M.
This instrument was received and, with the certificate annexed, admitted to record.

Teste!
Thomas A. Chapman, Jr. Clerk





1960

COUNTY
COUNTY

Attachment 8

89 028404

MAR-2 1:37

GENERAL WARRANTY DEED

THIS DEED is made this 6th day of December, 1988
from Robert L./Welsh and Dora S./Welsh (formerly known of record
as Dora A./Saharuni), husband and wife, grantors, to Robert L/ and
Dora S./Welsh, husband and wife, as tenants by the entirety with
the common law right of survivorship, GRANTEES.

EX 7276 1278

WITNESSETH:

That for and in consideration of the sum of Ten Dollars cash
in hand paid, and other good and valuable consideration, receipt
and sufficient of which is hereby acknowledged, the Grantors do
hereby grant, bargain, sell and convey with GENERAL WARRANTY OF
TITLE AND ENGLISH COVENANTS OF TITLE unto the Grantees, as tenants
by the entirety with the common law right of survivorship, all of
that certain lot or parcel of land, together with improvements
thereon, situated in the County of Fairfax, and being more fully
described as follows:

Va. Code 58.1 810 3

7847 Southdown Rd.
Alexandria, Va, 22308

All that lot or parcel of ground with its improvements and
appurtenances, located in the County of Fairfax, Virginia,
being known and designated as Lot 9-A, being part of original
lot 9, of the Subdivision of Wellington as the same appears
duly dedicated, platted and recorded in Liber N, No. 7,
Page 127 of the said County land records, and more
particularly bounded in described according to survey of
A. B. Garret, Certified Land Surveyor, on June 29, 1946, as
follows, to-wit:

BEGINNING at an original iron pipe at the Northwest corner of
original Lot Nine (9), Wellington, Fairfax County, Virginia;
thence along the line common to Lots 7 and 9, N. 66° 54' E.
133.00 feet to an iron pipe in the new West line of Southdown
Road, being 15 feet from the center line thereof; thence along
the new West line of Southdown Road which curves to the
right, the chord which bears S. 12° 28' 40" E. 179.21 feet to
an iron pipe being 15 feet from the center line; thence due
west 168.00 feet to an iron pipe in the west line of original

1

lot 9; thence along the west line of original lot 9, N. 3° 14' E. 123.00 feet to the point of beginning, containing 0.518 part of an acre. Being the same property acquired by Frankie L. Ristine by deed dated July 8, 1946 and of record in Deed Book 497, Page 544 of the Fairfax County, Virginia land records.

AND BEING the same property conveyed to the parties of the first part by a Deed recorded in Deed Book 1311 at Page 242 of the aforesaid land records.

TOGETHER WITH all improvements and appurtenances thereunto belonging, and subject to easements, restrictive covenants, restrictions deeds of trust and rights of way of record.

WITNESS the following signature and seal.

Dora S. Welsh
DORA S. WELSH

Robert L. Welsh
ROBERT L. WELSH

State of Virginia
City of Alexandria
ss:

The foregoing instrument was acknowledged before me this 6th day of December, 1988, by

Ann L. Walker
Notary Public

My commission expires on January 1, 1991.

HAR-2 1989

RECORDED FAIRFAX CO VA

TESTE: Frank Berry
CLERK

31298

Tax Map ref. number.

Deed Book 5169 PAGE 309

THIS DEED, Made and entered into this 19th day of April, 1979, by and between ROBERT L. SWEITZER and ETHEL S. SWEITZER, his wife, parties of the first part; and LAURENCE C. WELSH and MARIE ELOISE WELSH, his wife parties of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash, in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said parties of the first part do hereby grant, bargain, sell and convey, with GENERAL WARRANTY OF TITLE, unto the said parties of the second part, as tenants by the entirety with the full common law right of survivorship, it being intended that fee simple title to the property hereby conveyed, shall vest in the parties of the second part during their joint lives, and, thereafter, fee simple title shall vest in the survivor of them, all that certain land, situate, lying and being in the County of Fairfax, State of Virginia, and more particularly described as follows:

All of that lot of ground with its improvements and appurtenances located in Fairfax County, Virginia, more particularly described by recent survey as being portion of Lot 9-B, of WELLINGTON subdivision, described as follows:

BEGINNING at a point at the intersection of the southerly line of Lot 9-B, WELLINGTON, with the westerly line of Southdown Road; thence running through said Lot N. 84° 22' 41" W. 192.52 feet to an iron pipe corner to Lot 40; thence with the line of said Lot 40, N. 30° 14' E. 71.90 feet to a pipe, corner to Lot 9-A; thence with the line of said Lot 9-A, East 168.00 feet to an iron pipe in the westerly line of Southdown Road; thence with the westerly line of said road to the point of beginning. Being the same property acquired by Frankie L. Ristine by Deed dated August 4, 1948 and of record in Deed Book 641, Page 282 of the Fairfax County, Virginia land records.

AND BEING the same property conveyed to the parties of the first part by Deed recorded in Deed Book 1311 at Page 242.

Tax Paid
See 58-54 6600
Sec 58-65.1 2200
Sec 58-54.1 4400
Consideration 44000

Grantees Address:
7847 Southdown Road
Alexandria, Virginia

MATTHEWS COYNER
& KOREY LTD
ATTORNEYS AT LAW
311 PARK AVENUE
FALLS CHURCH VIRGINIA
22048
570700

SAID PARTIES OF THE FIRST PART COVENANT that they have the right to convey the said land unto the parties of the second part; that they have done no act to encumber the said land; that the parties of the second part shall have quiet possession thereof; and that they, the said parties of the first part, will execute such further assurances of the land as may be deemed requisite.

WITNESS the following signature(s) and seal(s):

Robert L. Sweitzer (SEAL)
ROBERT L. SWEITZER

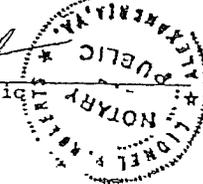
RSL
ESL

Ethel S. Sweitzer (SEAL)
ETHEL S. SWEITZER

STATE OF Virginia
COUNTY OF Fairfax, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, whose commission as such will expire on the 12th day of August, 1980, do hereby certify that ROBERT L. SWEITZER AND ETHEL S. SWEITZER, his wife whose name(s) are signed to the foregoing and hereto annexed deed, bearing date on the 19th day of April, 1979, have personally appeared before me in my said County and State and acknowledged the same.

GIVEN under my hand and seal this 19 day of April, 1979.

Simon H. Holt
Notary Public


This instrument with certificate annexed, admitted to record-Office of Circuit Court Fairfax County, Va. MAY 7 1979 at 3:19 P.M.

Tester: *James E. Hoffmeyer* Clerk

MATTHEWS COTNER & ROBEY, LTD
ATTORNEYS AT LAW
311 PARK AVENUE
FALLS CHURCH VIRGINIA
22048
832 0100



WALKER TITLE, LLC
11781 LEE JACKSON MEMORIAL HIGHWAY, SUITE 300,
FAIRFAX, VIRGINIA 22033
TELEPHONE: 703-591-2325 FAX: 703-591-2328

TITLE REPORT

Case Number: A1200701 Effective Date: April 25, 2012 at 8:00 a.m.

County: Fairfax County, Virginia

Title Vested In: Marie Louise Welsh, Trustee by virtue of instrument recorded in Deed Book 7590, page 1.

Legal Description: All of that lot of ground with its improvements and appurtenances located in Fairfax County, Virginia, more particularly described by recent survey as being portion of Lot 9-B, of WELLINGTON subdivision, described as follows:

BEGINNING at a point at the intersection of the southerly line of Lot 9-B, WELLINGTON, with the westerly line of Southdown Road; thence running through said Lot N. 84° 22' 41" W. 192.52 feet to an iron pipe corner to Lot 40; thence with the line of said Lot 40, N. 3° 14' E. 71.90 feet to a pipe, corner to Lot 9-A; thence with the line of said Lot 9-A, East 168.00 feet to an iron pipe in the westerly line of Southdown Road; thence with the westerly line of said road to the point of beginning.

Deed(s) of Trust: Deed Book 5169, page 31A.

Judgment(s): #230469

NOTE: Due to similar or like names, we are unable to determine whether or not the above lien(s) affect or will affect the captioned premises. If not, satisfactory proof must be furnished to this Company.

Financing Statement(s): None

Mechanics Lien(s): None

Lis Penden(s): None

Case #A1200701
May 19, 2012
page 2

Taxes Paid Thru: 2011
Delinquent Taxes: None
Tax Reference Number(s): 102-2-18-0009B
Restrictive Covenants: None
Easement(s) & R/W's: 1. Easement(s) to Virginia Electric and Power Company
recorded in Deed Book 572, page 163.
2. Memorandum of Trust recorded in Deed Book 7590, page
2.
Other Matters:

This is not a commitment to insure. The information set forth herein is based on information supplied to Walker Title, LLC by sources believed reliable and is provided for accommodation purposes only. Walker Title, LLC assumes no liability hereunder unless a policy or policies of title insurance are issued by Walker Title, LLC and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgagee and/or owner's policy of title insurance by Walker Title, LLC within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

This title report is being issued for the exclusive use and benefit of:

Blankingship & Keith, P.C.
Sarah Hall, Esquire
4020 University Drive
Suite 300
Fairfax, VA 22030

Walker Title, LLC
11781 Lee Jackson Memorial Highway
Suite 300
Fairfax, VA 22033

BY:



Thomas F. Digges

THIS DEED, made the ¹⁸⁶¹ 6 day of January 1964, by and between DONALD E. KEYHOE (also known of record as Donald Keyhoe), and HELEN G. KEYHOE (also known of record as Helen Keyhoe); his wife, parties of the first part and RUSSELL T. MORRIS and MARJORY S. MORRIS, his wife, parties of the second part:

Jan. 28, 1964-Ret. to:
Jack M. Pickett, Atty.

JACK M. PICKETT ATTORNEY AT LAW ALEXANDRIA, VIRGINIA

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, the said parties of the first part do hereby grant, bargain, sell and convey unto the said parties of the second part, as joint tenants with the common right and attribute of survivorship (it being the intention of the parties hereto that in the event of the death of either of the said parties of the second part, fee simple title to the property hereby conveyed shall vest in the survivor of them) with General Warranty of title, all of those lots or parcels of ground, together with the improvements thereon and the appurtenances thereunto belonging, situated in Fairfax County, Virginia, and more particularly designated and described as follows, to-wit:

FIRST: Lots numbered 42 and 48, of the subdivision of Wellington, Section Numbered One, as shown on plat of record in Liber N., No. 7, Page 127 of the land records of Fairfax County, Virginia.

LESS and EXCEPT therefrom a strip of land of 5 ft. in depth across the western portion of Lot 42 by the entire frontage of said lot and a strip of land 5 ft. in depth across the northern and eastern portion of Lot 48 by the entire frontage of said lot conveyed to the Commonwealth of Virginia by deed recorded in Deed Book 518, page 506 of said land records for widening of roads.

ALSO, LESS AND EXCEPT therefrom a strip or parcel of land being the southwest corner of said Lot 42 described as follows: Beginning at a point in the line of Lots 42 and 44, Wellington, said point being 94.30 ft. westerly of the common corner of Lots 42, 44, 47 and 48, of the Wellington subdivision, and running thence with the line of Lot 44, N 84°04'10" W 124.42 ft. to a point in the easterly line of Kent Road; thence with the line of said road N 11°37'30" W. 10.0 ft.; thence through Lot 42, N 89°56'30"E 110.0 ft. and S 34°43' E 27.69 ft. to the point of beginning, containing 1,845 square feet of land of land, conveyed to Lonore Kiefer by deed recorded immediately prior hereto.

For derivation of title see Deed Book 0-11, page 501 of the land records of Fairfax County, Virginia.



JACK M. PICKETT ATTORNEY AT LAW ALEXANDRIA, VIRGINIA

SECOND: All of those pieces or parcels of land being part of Lots 44 and 47 of the said subdivision of Wellington, Section One described as follows: Beginning at the common corner of Lots 42, 44, 47 and 48, Wellington and running thence with the line of Lots 42 and 44, N 84°04'10" W 94.30 ft., thence through Lots 44 and 47, S 65°34' E 101.02 ft. and N 71°01' E 53.87 ft. to a point in the line of Lots 47 and 48; thence with the line of said lots N 73°31' W 51.22 ft. to the point of beginning, (description given is counterclockwise) containing 2,312 square feet of land, being the same property acquired from Lonore Kiefer, widow, by deed recorded prior hereto.

THIRD: All of that piece or parcel of land being part of original Lot 9 of the said subdivision of Wellington, Section One, described as follows: Beginning at an old pipe at the southwest corner of Lot 9, Wellington; thence running through said Lot 9, Wellington S 84°22'40" E 192.52 ft. to the southwesterly side of Southdown Road as widened by grant to Commonwealth of Virginia, said point being also a corner to Lot 48, Wellington; thence with the line of said lot 48, S 59°59' W 85.00 ft. to a corner of Lot 42, Wellington; thence with the line of said Lot 42, N 62°31' W 133.00 ft. to the point of beginning, containing 4,792 square feet of land, being a part of said Lot 9, Wellington acquired by the parties of the first part hereto by deed recorded in Deed Book 493, page 355 of the said land records.

The said parties of the first part covenant with the said parties of the second part that they have the right to convey the above described property to them; that they have done no acts to encumber the same; that the said parties of the second part shall have quiet and peaceable possession thereof free from the claims of all persons whomsoever and that they, the parties of the first part will execute such further assurances of title thereto as may be requisite and necessary.

WITNESS the following signatures and seals:

Donald E. Keyhoe (Seal)
Donald E. Keyhoe

Helen G. Keyhoe (Seal)
Helen G. Keyhoe

COMMONWEALTH OF VIRGINIA
CITY OF ALEXANDRIA, to-wit:

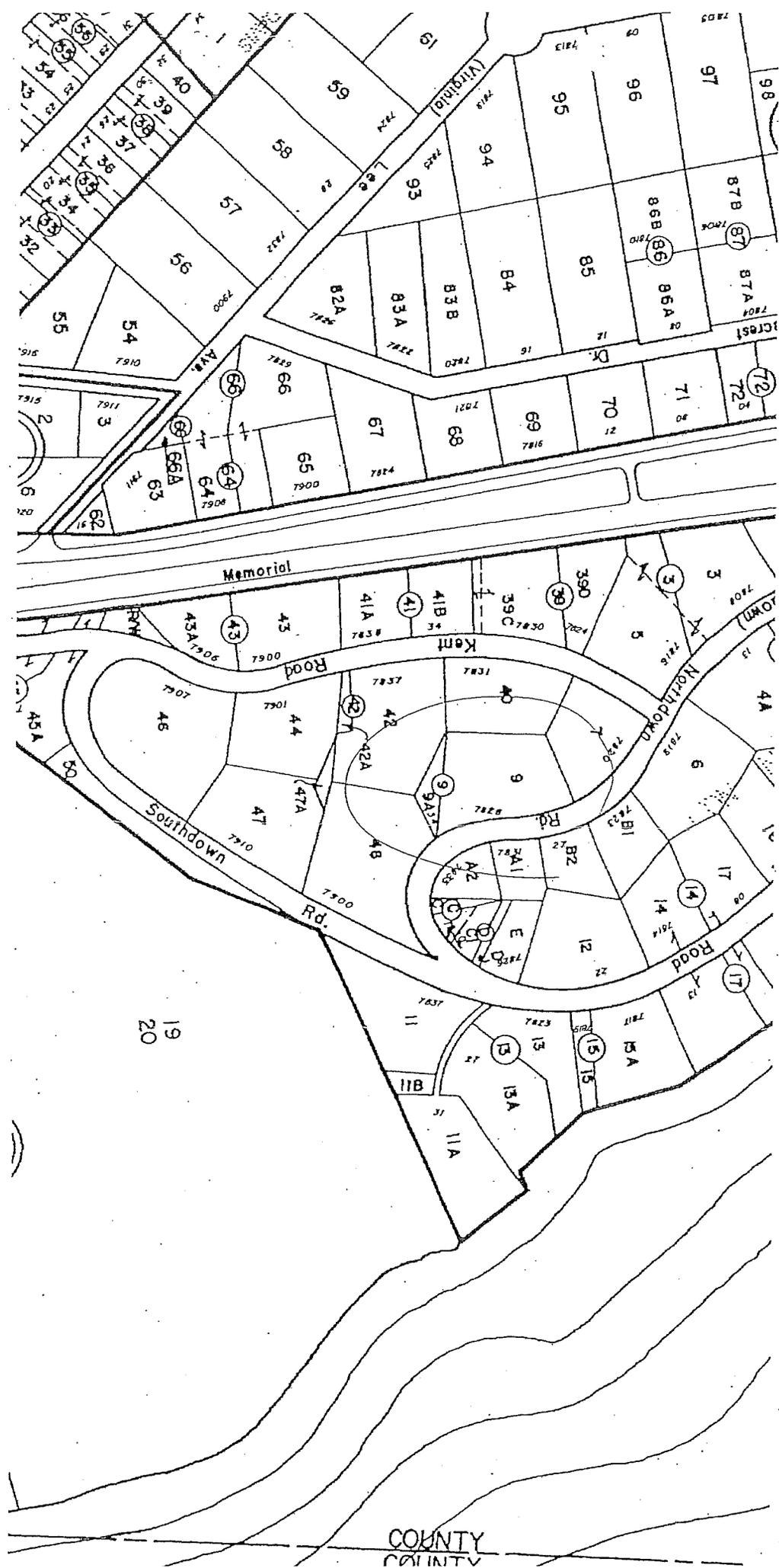
I, the undersigned Notary Public, in and for the City of Alexandria, Commonwealth of Virginia, hereby certify that Donald E. Keyhoe and Helen G. Keyhoe, his wife, whose names are signed to the foregoing and hereto annexed deed, dated January 6th 1964, acknowledged the same before me in my City and State aforesaid. Given under my hand this 6th day of January, 1964. My Commission expires May 1, 1966.

Jack M. Pickett
Notary Public

in the Clerk's Office of the Circuit Court of Fairfax County, Virginia JAN 17 1964 at 1:25 P.M.
This instrument was received and, with the certificate annexed, admitted to record

Tests:

Thomas A. Chapman, Jr. Clerk



1964



WALKER TITLE, LLC
11781 LEE JACKSON MEMORIAL HIGHWAY, SUITE 300,
FAIRFAX, VIRGINIA 22033
TELEPHONE: 703-591-2325 FAX: 703-591-2328

TITLE REPORT

Case Number: A1200701 Effective Date: May 25, 2012 at 8:00 a.m.

County: Fairfax County, Virginia
Title Vested In: Daniel G. Mongeon and Schele E. Mongeon by virtue of instrument recorded in Deed Book 20720, page 127.

Legal Description: SECOND: All of that piece or parcel of land being part of original Lot 9 of said subdivision of Wellington, Section 1, described as follows: Beginning at an old pipe at the southwest corner of Lot 9, Wellington,; thence running through said Lot 9 Wellington S. 84 degrees 22' 40" East 192.52 feet to the southwesterly side of Southdown Road as evidenced by grant to Commonwealth of Virginia, said point being also a corner to Lot 48, Wellington; thence with the line of said Lot 48, South 59 degrees 59' West 85.00 feet to a corner of Lot 42, Wellington;

thence with the line of said Lot 42 North 62 degrees 31' West 133.00 feet to the point of beginning, containing 4,792 square feet, more or less.

Deed(s) of Trust: Deed Book 20720, page 131

Judgment(s): None

Financing Statement(s): None

Mechanics Lien(s): None

Lis Penden(s): None

Taxes Paid Thru: Title examiner takes the position that the above parcel is assessed in the name of Marie Elosie Welch, Trustee and is not being separately assessed for taxation purposes.

Delinquent Taxes: See above

Tax Reference Number(s): See above

Restrictive Covenants: None

Case #A1200701
June 15, 2012
page 2

Easement(s) & R/W's: 1. Easement(s) to Virginia Electric and Power Company
recorded in Deed Book 572, page 173.

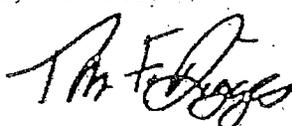
Other Matters: None

This is not a commitment to insure. The information set forth herein is based on information supplied to Walker Title, LLC by sources believed reliable and is provided for accommodation purposes only. Walker Title, LLC assumes no liability hereunder unless a policy or policies of title insurance are issued by Walker Title, LLC and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgagee and/or owner's policy of title insurance by Walker Title, LLC within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

This title report is being issued for the exclusive use and benefit of:

Blankingship & Keith, P.C.
Sarah Hall, Esquire
4020 University Drive
Suite 300
Fairfax, VA 22030

Walker Title, LLC
11781 Lee Jackson Memorial Highway
Suite 300
Fairfax, VA 22033

BY: 

Thomas F. Digges

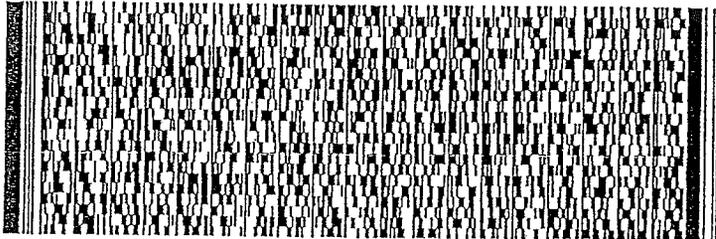
Fairfax Land Records Cover Sheet

Instrument(s)
DEED

Grantor(s)
HOGAN, VICTORIA J_I_N; HOGAN, WILLIAM J_I_N

Grantee(s)
MONGEON, DANIEL G_I_N; MONGEON, SCHELE E_I_N

Consideration	2,050,000.00	Consideration %	100
Tax Exemption	None	Amount Not Taxed	
DEM Number		Tax Map Number	102-2--18--0042-_Y
Original Book	5153	Original Page	548
Title Company	MBH SETTLEMENT GROUP	Title Case	OTAX090707
Property Descr.	WELLINGTON VILLAGE, PART OF LOTS 42 & 44, LOTS 9,		
Certified	NO	Copies	0
		Page Range	



1236

Title Insurance Underwriter: Commonwealth Land Title Insurance Company

Consideration: \$2,050,000.00
Assessed Value: \$1,260,140.00
Tax Map #: 102-2-18-0042

Grantees' Address:
7837 Kent Road
Alexandria, VA 22308

File #OTAX090707T

Prepared by:
Grace | Stuart PLC
228 S. Washington Street #105
Alexandria, VA 22314

Return to
MBH Settlement Group, L.C.
Central Title
3050 Chain Bridge Road
Suite 200
Fairfax, VA 22030

D E E D

THIS DEED is made this 28th day of September, 2009, by and between William J. HOGAN and Victoria J. HOGAN, husband and wife, herein Grantors; and Daniel G. MONGEON and Schele E. MONGEON, husband and wife, herein Grantees.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant, bargain, sell and convey, in fee simple and with General Warranty and English Covenants of Title, unto the Grantees, as Tenants by the Entirety, with the full common law right of survivorship, the following described property, situate, lying and being in the County of Fairfax, Virginia, to wit:

All of those parcels of land described as Part of Lots 42 and 44, and part of Lots 9 and 47 and 48, Section 1, WELLINGTON VILLAGE, in Fairfax County, Virginia and more particularly described as follows:

First: Lot 48 of the subdivision of WELLINGTON, Section 1, as shown on plat of record in Liber N, Number 7 at Page 127 of the land records of Fairfax County, Virginia.

LESS AND EXCEPT therefrom a strip of land of 5 feet in depth across the western portion of Lot 42, of the entire frontage of said lot conveyed to the Commonwealth of Virginia by Deed recorded in Deed Book 518 at Page 506, of said land records for widening of roads.

ALSO LESS AND EXCEPT therefrom a strip or parcel of land being the southwest corner of said lot 42 described as follows: Beginning at a point in the line of Lot 42 and 44, Wellington, said point being 94.30 feet westerly of the common corner of Lots 42, 44, 47 and 48 of Wellington Subdivision and running thence with the line of Lot 44, North 84 degrees, 04' 10" West 124.42 feet to a point in the easterly line of Kent Road; thence with the line of said road North 11 degrees 37' 30" West 10.0 feet, thence through Lot 42 North 89 degrees 56' 30" East 110.00 feet and South 34 degrees 43' East 27.69 feet to the point of beginning containing 1,845 square feet of land, more or less.

SECOND: All of that piece or parcel of land being part of original Lot 9 of said subdivision of Wellington, Section 1, described as follows: Beginning at an old pipe at the southwest corner of Lot 9, Wellington,; thence running through said Lot 9 Wellington S. 84 degrees 22' 40" East 192.52 feet to the southwesterly side of Southdown Road as evidenced by grant to Commonwealth of Virginia, said point being also a corner to Lot 48, Wellington; thence with the line of said Lot 48, South 59 degrees 59' West 85.00 feet to a corner of Lot 42, Wellington;

thence with the line of said Lot 42 North 62 degrees 31' West 133.00 feet to the point of beginning, containing 4,792 square feet, more or less.

THIRD: All of those pieces or parcels of land being part of Lots 44 and 47 of Wellington, Section 1, described as follows: Beginning at the common corner of Lots 42, 44, 47 and 48, Wellington, and running thence with the line of Lots 42 and 44 North 84 degrees 04' 10" West 94.30 feet, thence through Lots 44 and 47 South 65 degrees 34' East 101.02 feet and North 71 degrees 01' East 53.87 feet to a point in the line of Lots 47 and 48; thence with the line of said lots North 73 degrees 31' West 51.22 feet to the point of beginning (description given is counterclockwise) containing 2,312 square feet of land;

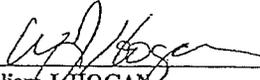
LESS AND EXCEPT therefrom a part of Lot 47 being the Northwest corner of said Lot 47 described as: Beginning with a point in the line common to Lots 47 and 48, point of beginning being North 73 degrees 31' 00" West 14.00 feet from the original corner of Lots 42, 44, 47 and 48; thence continuing along the line of Lots 47 and 48 North 73 degrees 31' 00" West 37.22 feet to a point; thence through the Northwesterly corner of Lot 47 South 71 degrees 01' 00" West to a point; thence North 70 16' 13" East to the point of beginning.

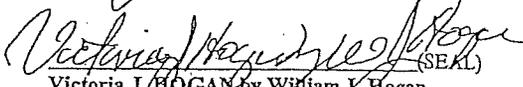
FOURTH: All of that part of Lot 48 of the subdivision Wellington, Section 1, described as: Beginning at the common corner of original Lots 42, 44, 47 and 48; thence with the line of Lot 42 and 48 North 12 degrees 22' 80" East 152.00 feet to a point; thence through Lot 48 South 07 degrees 16' 32" West 153.61 feet to a point in the line common to Lots 47 and 48; thence with said line North 73 degrees 31' 00" West 14.00 feet to the point of beginning, containing 1,061 square feet, more or less.

AND BEING the same property conveyed to William J. HOGAN and Victoria J. HOGAN, husband and wife, by virtue of a Deed, dated March 30, 1979, and recorded April 17, 1979 in Deed Book 5153, at Page 548, among the Land Records of Fairfax County, Virginia.

This conveyance is made subject to the covenants, easements, conditions, restrictions, and rights of way of record.

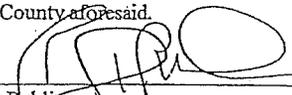
WITNESS the following signatures and seals:

 (SEAL)
William J. HOGAN

 (SEAL)
Victoria J. HOGAN by William J. Hogan,
Attorney in Fact
attorney in fact

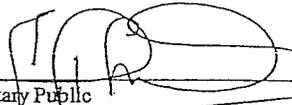
State of Virginia
City of Alexandria, to wit:

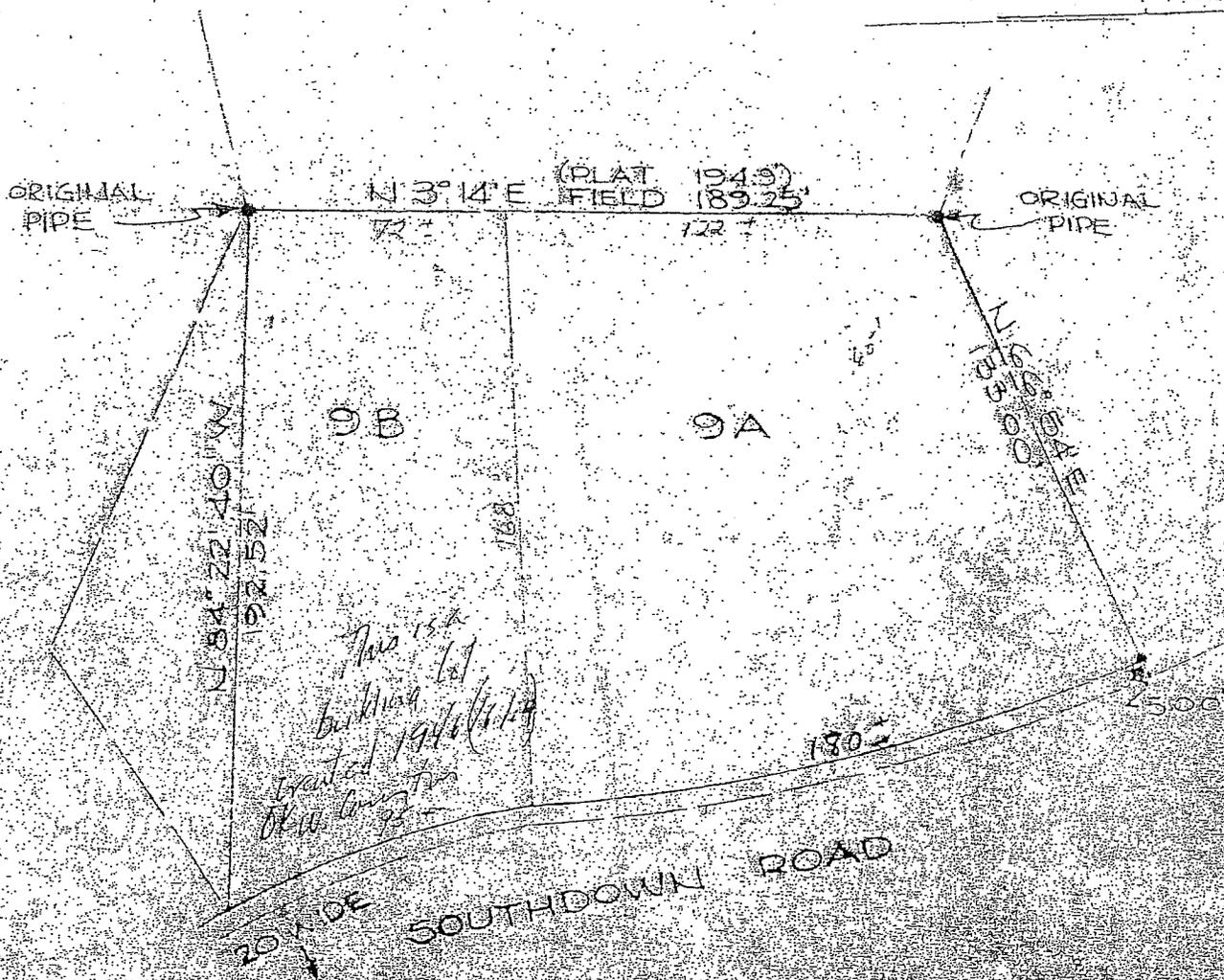
I, the undersigned, a Notary Public for the State and County aforesaid, do hereby certify that on this 28th day of September, 2009, Victoria J. HOGAN by William J. Hogan, Attorney in Fact, whose name is signed to the foregoing Deed dated September 28, 2009, acknowledged the same before me in my State and County aforesaid.


Notary Public
My commission expires
Registration Number
 Ryan H. Stuart
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #303932
Commission Exp. 10/31/2009

State of Virginia
City of Alexandria, to wit:

I, the undersigned, a Notary Public for the State and County aforesaid, do hereby certify that on this 28th day of September, 2009, William J. HOGAN, whose name is signed to the foregoing Deed dated September 28, 2009, acknowledged the same before me in my State and County aforesaid.


Notary Public
My commission expires
Registration Number
 Ryan H. Stuart
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #303932
Commission Exp. 10/31/2009



PLAT
 SHOWING SURVEY OF
 LOT 9A & PART OF LOT 9B
 WELLINGTON
 FAIRFAX COUNTY, VA
 SCALE 1"=50' MAY 13, 1955

Cecil J. Cross
 CECIL J. CROSS
 CERTIFIED ENGR & SURVEYOR
 ALEXANDRIA, VA



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Homepage - Tax Administration - Real Estate

Main Property Search

Address Map Number

7843 SOUTHDOWN RD

CURRENT RECORD

18 of 72

Return to Search Results

Neighborhood Sales

Printable Summary

- Profile
- Sales
- Values
- Residential
- Commercial
- Map
- Structure Size

MAP #: 1022 18 0009B
WELSH ROBERT L

Values

Tax Year 2012
 Current Land \$52,000
 Current Building \$0
 Current Assessed Total \$52,000
 Tax Exempt NO
 Note

Values History

Tax Year	Land	Building	Assessed Total	Tax Exempt
2012	\$52,000	\$0	\$52,000	NO
2011	\$52,000	\$0	\$52,000	NO
2010	\$539,000	\$0	\$539,000	NO
2009	\$580,000	\$0	\$580,000	NO
2008	\$624,000	\$0	\$624,000	NO
2007	\$624,000	\$0	\$624,000	NO
2006	\$624,000	\$0	\$624,000	NO
2005	\$499,000	\$0	\$499,000	NO
2004	\$416,000	\$0	\$416,000	NO
2003	\$378,000	\$0	\$378,000	NO
2002	\$315,000	\$0	\$315,000	NO
2001	\$286,100	\$0	\$286,100	NO
2000	\$173,100	\$0	\$173,100	NO

Definition Of Terms

Data Copyright IAS World [Disclaimer] [Privacy Policy] Last Updated: 23/Nov/2012

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County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

January 16, 2013

REVISED LETTER

Sarah E. Hall
Blankingship & Keith
4020 University Drive, Suite 300
Fairfax, Virginia 22030

RE: Lot Validation 25684-LV-001-1
Wellington, Section 1, Lot 9A
7843 Southdown Road
Tax Map: 102-2 ((18)) 9B
Zoning District: R-2

Dear Ms. Hall:

This letter supersedes the January 10, 2013 letter and revises the second paragraph to clarify that the property does not meet the current R-2 District minimum lot size requirements. This letter is also a follow-up letter to Lot Validation Determination 25684-LV-001-1, issued by the Department of Public Works and Environmental Services (DPWES), and explains the zoning noncompliance issue relating to the referenced property.

The referenced property has a lot area of 13,024 square feet, has a lot width of approximately 90 feet and is currently vacant. The property is zoned R-2 Residential District, Two Dwelling Units/Acre which district has a minimum lot area requirement of 15,000 square feet and a minimum lot width requirement of 100 feet for interior lots. As such, the lot does not meet the minimum lot area or lot width requirements for the R-2 District.

In order for a lot to be buildable from a zoning perspective, a lot must either meet the current Zoning Ordinance requirements or, in accordance with Sect. 2-405 of the Zoning Ordinance and among other items, must either have been recorded prior to the effective date of the first Zoning Ordinance on March 1, 1941 or have met the zoning regulations in effect when the lot was recorded and not have been subsequently rezoned or subdivided at the request of the owner or the owner's agent. In addition, under Par. 1 of Sect. 18-603 of the Zoning Ordinance, in order to be issued building permits for the construction of a dwelling, a lot must also be in compliance with the applicable subdivision regulations.

DPWES administers the subdivision regulation and has determined that the referenced lot was

Department of Planning and Zoning
Zoning Administration Division
Ordinance Administration Branch
12055 Government Center Parkway, Suite 807
Fairfax, Virginia 22035-5505
Phone 703-324-1314 FAX 703-803-6372
www.fairfaxcounty.gov/dpz/

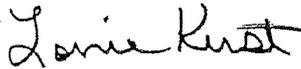
Excellence * Innovation * Stewardship
Integrity * Teamwork * Public Service

Sarah E. Hall
January 16, 2013
Page 2

created in its current size by a metes and bounds description or plat and was recorded in Deed Book 641, Page 282 on August 5, 1948. At the time the referenced property was created, it was zoned Rural Residence District, which had a minimum lot area requirement of ½ acre (21,780 square feet) and a minimum lot width requirement of 100 feet. Since the property did not meet the minimum lot area or lot width regulations in effect at the time of recordation and do not meet the current R-2 District minimum lot area or lot width requirements, the lot is not subject to Sect. 2-405 and is not buildable from a zoning perspective.

I trust this adequately responds to your request. Questions regarding subdivision issues or the buildable lot determination should be directed to DPWES at 703-324-1720. If you have any additional questions, please feel free to contact me at 703-324-1314.

Sincerely,



Lorrie Kirst, AICP
Assistant Zoning Administrator

cc: Gerald W. Hyland, Supervisor, Mt. Vernon Mill
Robert L. Welsh; 7843 Southdown Road; Alexandria, VA 22308 (property owner)
Leslie B. Johnson, Zoning Administrator
Tim Shirocky, Acting Director, Real Estate Division Department of Tax Administration
Diane Johnson-Quinn, Deputy Zoning Administrator, Zoning Permit Review Branch
Bruce Nassimbeni, LDS, DPWES

ORIGINAL PIPE N 3° 14' E (PLAT 1949) FIELD 189.25' ORIGINAL PIPE

U 54° 22' 40" W
192.52'

98

9A

N 16° 51' 00" E
150.00'

*Two 13.2
buildings
located 1940
OK W. Cross*

20' WIDE SOUTHDOWN ROAD

PLAT
SHOWING SURVEY OF
LOT 9A & PART OF LOT 98
WELLINGTON
FAIRFAX COUNTY, VA
SCALE 1"=50' MAY 13, 1965

Cecil J. Cross
CECIL J. CROSS
CERTIFIED ENGR & SURVEYOR
ALEXANDRIA, VA

ZONING ORDINANCE PROVISIONS

2-405 Permitted Reduction in Lot Size Requirements for Certain Existing Lots

1. If a lot was recorded prior to March 1, 1941, or if a lot was recorded prior to the effective date of this Ordinance, and said lot met the requirements of the Zoning Ordinance in effect at the time of recordation, then such lot, either as a single lot or in combination with other such lots pursuant to a Building Permit, may be used for any use permitted in the zoning district in which located under this Ordinance even though the lot(s) does not meet the minimum district size, lot area, lot width and/or shape factor requirements of the district, provided all other regulations of this Ordinance can be satisfied.

This provision shall not apply to any such lot which, subsequent to the effective date of this Ordinance, is rezoned at the request of the owner or his agent or is subdivided by the owner or his agent, except for:

- A. A subdivision resulting from a voluntary dedication by the owner or a condemnation or acquisition of a portion thereof for public purposes by any governmental agency; or
 - B. A subdivision for a minor adjustment of lot lines, which may be permitted by the Director in accordance with Chapter 101 of The Code and the following:
 - (1) Such subdivision shall only be to consolidate land area of contiguous lots, or to rearrange lot lines in order to reallocate land area between contiguous lots such that the reconfigured lots contain either the same lot area as existed prior to the adjustment of the lot lines or a greater area than existed prior to the adjustment of the lot lines which results in a reduced number of lots; and
 - (2) There shall be no additional lots or outlots created, no increase in the maximum density and the resultant lot lines shall not create any new or aggravate any existing noncompliance with regard to minimum lot area, lot width, shape factor or minimum yard requirements.
2. A lot that did not meet the requirements of the Zoning Ordinance in effect at the time of recordation may be used for any use permitted in the zoning district in which located under this Ordinance, even though such lot does not meet the minimum district size, lot area, lot width and/or shape factor requirements of the district, provided that:

- A. The lot is described or depicted in a metes and bounds description or on a subdivision plat not approved by the County, which description or plat was recorded among the land records of Fairfax County prior to March 25, 2003; and
- B. The lot described in the metes and bounds description or on the unapproved plat was identified as a separate lot on the Fairfax County Real Property Identification Map and was taxed as a separate parcel on or before March 25, 2003; and
- C. The lot contained a principal structure on March 9, 2004 that was:
 - (1) Occupied or had been occupied at any time within five (5) years prior to March 9, 2004; or
 - (2) Under construction pursuant to a Building Permit and a Residential or Non-Residential Use Permit is issued within twelve (12) months after March 9, 2004 and
- D. Except for the minimum district size, lot area, lot width and shape factor requirements of the district, all other regulations of this Ordinance shall be satisfied, including but not limited to the bulk and permitted use regulations of the zoning district in which located.

18-603 Limitations on Approval of Building Permits

- 1. No Building Permit shall be issued for the erection of any building or structure on a lot or addition or modification to a building or structure that is in violation of any of the provisions of Chapter 101, Chapter 116 or Chapter 118 of The Code, this Ordinance, all other applicable laws and ordinances, any proffered conditions, or any development conditions of any approved rezoning, special permit, special exception or variance. Appeals of decisions made pursuant to Chapter 118 of The Code which are appealable shall be processed in accordance with Article 8 of Chapter 118.

[prev](#) | [next](#)

§ 15.2-2307. Vested rights not impaired; nonconforming uses.

Nothing in this article shall be construed to authorize the impairment of any vested right. Without limiting the time when rights might otherwise vest, a landowner's rights shall be deemed vested in a land use and such vesting shall not be affected by a subsequent amendment to a zoning ordinance when the landowner (i) obtains or is the beneficiary of a significant affirmative governmental act which remains in effect allowing development of a specific project, (ii) relies in good faith on the significant affirmative governmental act, and (iii) incurs extensive obligations or substantial expenses in diligent pursuit of the specific project in reliance on the significant affirmative governmental act.

For purposes of this section and without limitation, the following are deemed to be significant affirmative governmental acts allowing development of a specific project: (i) the governing body has accepted proffers or proffered conditions which specify use related to a zoning amendment; (ii) the governing body has approved an application for a rezoning for a specific use or density; (iii) the governing body or board of zoning appeals has granted a special exception or use permit with conditions; (iv) the board of zoning appeals has approved a variance; (v) the governing body or its designated agent has approved a preliminary subdivision plat, site plan or plan of development for the landowner's property and the applicant diligently pursues approval of the final plat or plan within a reasonable period of time under the circumstances; (vi) the governing body or its designated agent has approved a final subdivision plat, site plan or plan of development for the landowner's property; or (vii) the zoning administrator or other administrative officer has issued a written order, requirement, decision or determination regarding the permissibility of a specific use or density of the landowner's property that is no longer subject to appeal and no longer subject to change, modification or reversal under subsection C of § [15.2-2311](#).

A zoning ordinance may provide that land, buildings, and structures and the uses thereof which do not conform to the zoning prescribed for the district in which they are situated may be continued only so long as the then existing or a more restricted use continues and such use is not discontinued for more than two years, and so long as the buildings or structures are maintained in their then structural condition; and that the uses of such buildings or structures shall conform to such regulations whenever, with respect to the building or structure, the square footage of a building or structure is enlarged, or the building or structure is structurally altered as provided in the Uniform Statewide Building Code (§ [36-97](#) et seq.). Further, a zoning ordinance may provide that no nonconforming use may be expanded, or that no nonconforming building or structure may be moved on the same lot or to any other lot which is not properly zoned to permit such nonconforming use.

Notwithstanding any local ordinance to the contrary, if (i) the local government has issued a building permit, the building or structure was thereafter constructed in accordance with the building permit, and upon completion of construction, the local government issued a certificate of occupancy or a use permit therefor, or (ii) the owner of the building or structure has paid taxes to the locality for such building or structure for a period in excess of 15 years, a zoning ordinance may provide that the building or structure is nonconforming, but shall not provide that such building or structure is illegal and shall be removed solely due to such nonconformity. Further, a zoning ordinance may provide that such building or structure be brought in compliance with the Uniform Statewide Building Code. If the local government has issued a permit, other than a building permit, that authorized construction of an improvement to real property and the improvement was thereafter constructed in accordance with such permit, the ordinance may provide that the improvements are nonconforming, but not illegal.

A zoning ordinance shall permit the owner of any residential or commercial building damaged or destroyed by a natural disaster or other act of God to repair, rebuild, or replace such building to eliminate or reduce the nonconforming features to the extent possible, without the need to obtain a variance as provided in § [15.2-2310](#). If such building is damaged greater than 50 percent and cannot be repaired, rebuilt or replaced except to restore it to its original nonconforming condition, the owner shall have the right to do so. The owner shall apply for a building permit and any work done to repair, rebuild or replace such building shall be in compliance with the provisions of the Uniform Statewide Building Code (§ [36-97](#) et seq.) and any work done to repair, rebuild or replace such building shall be in compliance with the provisions of the local flood plain regulations adopted as a condition of participation in the National Flood Insurance Program. Unless such building is repaired, rebuilt or replaced within two years of the date of the natural disaster or other act of God, such building shall only be repaired, rebuilt or replaced in accordance with the provisions of the zoning ordinance of the locality. However, if the nonconforming building is in

an area under a federal disaster declaration and the building has been damaged or destroyed as a direct result of conditions that gave rise to the declaration, then the zoning ordinance shall provide for an additional two years for the building to be repaired, rebuilt or replaced as otherwise provided in this paragraph. For purposes of this section, "act of God" shall include any natural disaster or phenomena including a hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, earthquake or fire caused by lightning or wildfire. For purposes of this section, owners of property damaged by an accidental fire have the same rights to rebuild such property as if it were damaged by an act of God. Nothing herein shall be construed to enable the property owner to commit an arson under § [18.2-77](#) or [18.2-80](#), and obtain vested rights under this section.

Notwithstanding any local ordinance to the contrary, an owner of real property shall be permitted to replace an existing on-site sewage system for any existing building in the same general location on the property even if a new on-site sewage system would not otherwise be permitted in that location, unless access to a public sanitary sewer is available to the property. If access to a sanitary sewer system is available, then the connection to such system shall be required. Any new on-site system shall be installed in compliance with applicable regulations of the Department of Health in effect at the time of the installation.

Nothing in this section shall be construed to prevent a locality, after making a reasonable attempt to notify such property owner, from ordering the removal of a nonconforming sign that has been abandoned. For purposes of this section, a sign shall be considered abandoned if the business for which the sign was erected has not been in operation for a period of at least two years. Any locality may, by ordinance, provide that following the expiration of the two-year period any abandoned nonconforming sign shall be removed by the owner of the property on which the sign is located, if notified by the locality to do so. If, following such two-year period, the locality has made a reasonable attempt to notify the property owner, the locality through its own agents or employees may enter the property upon which the sign is located and remove any such sign whenever the owner has refused to do so. The cost of such removal shall be chargeable to the owner of the property. Nothing herein shall prevent the locality from applying to a court of competent jurisdiction for an order requiring the removal of such abandoned nonconforming sign by the owner by means of injunction or other appropriate remedy.

Nothing in this section shall be construed to prevent the land owner or home owner from removing a valid nonconforming manufactured home from a mobile or manufactured home park and replacing that home with another comparable manufactured home that meets the current HUD manufactured housing code. In such mobile or manufactured home park, a single-section home may replace a single-section home and a multi-section home may replace a multi-section home. The owner of a valid nonconforming mobile or manufactured home not located in a mobile or manufactured home park may replace that home with a newer manufactured home, either single- or multi-section, that meets the current HUD manufactured housing code. Any such replacement home shall retain the valid nonconforming status of the prior home.

(Code 1950, §§ [15-843](#), [15-848](#), [15-968.6](#); 1962, c. [407](#), § [15.1-492](#); 1966, c. [202](#); 1975, c. [641](#); 1997, c. [587](#); 1998, c. [801](#); 2002, c. [823](#); 2003, cc. [21](#), [53](#), [189](#); 2004, c. [538](#); 2006, c. [244](#); 2008, cc. [377](#), [411](#); 2009, c. [782](#); 2010, cc. [315](#), [698](#).)

[prev](#) | [next](#) | [new search](#) | [table of contents](#) | [home](#)

31298

Tax Map ref. number.

Page 5169 PAGE 309

THIS DEED, Made and entered into this 19th day of April, 1979, by and between ROBERT L. SWEITZER and ETHEL S. SWEITZER, his wife, parties of the first part; and LAURENCE C. WELSH and MARIE ELOISE WELSH, his wife parties of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash, in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said parties of the first part do hereby grant, bargain, sell and convey, with GENERAL WARRANTY OF TITLE, unto the said parties of the second part, as tenants by the entirety with the full common law right of survivorship, it being intended that fee simple title to the property hereby conveyed, shall vest in the parties of the second part during their joint lives, and, thereafter, fee simple title shall vest in the survivor of them, all that certain land, situate, lying and being in the County of Fairfax, State of Virginia, and more particularly described as follows:

All of that lot of ground with its improvements and appurtenances located in Fairfax County, Virginia, more particularly described by recent survey as being portion of Lot 9-B, of WELLINGTON subdivision, described as follows:

BEGINNING at a point at the intersection of the southerly line of Lot 9-B, WELLINGTON, with the westerly line of Southdown Road; thence running through said Lot N. 84° 22' 41" W. 192.52 feet to an iron pipe corner to Lot 40; thence with the line of said Lot 40, N. 30° 14' E. 71.90 feet to a pipe, corner to Lot 9-A; thence with the line of said Lot 9-A, East 168.00 feet to an iron pipe in the westerly line of Southdown Road; thence with the westerly line of said road to the point of beginning. Being the same property acquired by Frankie L. Ristine by Deed dated August 4, 1948 and of record in Deed Book 641, Page 282 of the Fairfax County, Virginia land records.

AND BEING the same property conveyed to the parties of the first part by Deed recorded in Deed Book 1311 at Page 242.

Tax Paid

Sec 58-54 6600
Sec 58-65.1 2200
Sec 58-54.1 4400
Consideration 44000

Grantees Address:
7847 Southdown Road
Alexandria, Virginia

MATTHEWS CORNER
& ROBEY LTD
ATTORNEYS AT LAW
317 PARK AVENUE
FALLS CHURCH VIRGINIA
22048
517 8700

SAID PARTIES OF THE FIRST PART COVENANT that they have the right to convey the said land unto the parties of the second part; that they have done no act to encumber the said land; that the parties of the second part shall have quiet possession thereof; and that they, the said parties of the first part, will execute such further assurances of the land as may be deemed requisite.

WITNESS the following signature(s) and seal(s):

Robert L. Sweitzer (SEAL)
ROBERT L. SWEITZER

RLL / EJS

Ethel S. Sweitzer (SEAL)
ETHEL S. SWEITZER

STATE OF Virginia
COUNTY OF Fairfax, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, whose commission as such will expire on the 12th day of August, 1980, do hereby certify that ROBERT L. SWEITZER AND ETHEL S. SWEITZER, his wife whose name(s) are signed to the foregoing and hereto annexed deed, bearing date on the 19th day of April, 1979, have personally appeared before me in my said County and State and acknowledged the same.

GIVEN under my hand and seal this 19 day of April, 1979.

David H. [Signature]
Notary Public


This instrument with certificate annexed, admitted to record-Office of Circuit Court Fairfax County, Va. MAY 7 1979 at 3:19 P.M.
Tester *[Signature]* Clerk

MATTHEWS COTNER & ROBEY, LTD
ATTORNEYS AT LAW
311 PARK AVENUE
FALLS CHURCH VIRGINIA
22044
832 0700

TM 102-2 ((18)) 9B

Exempt from recordation tax pursuant to
Virginia Code Section 58.1-811.A.13

DEED

THIS DEED is made and entered into as of the 31st day of October, 2012, by and between ROBERT L. WELSH, TRUSTEE under the Marie Eloise Welsh Revocable Trust dated February 14, 1990, as amended and restated by First Amendment to and Restatement of the Marie Eloise Welsh Revocable Trust dated September 12, 2003 (the "Trust"), Grantor, and ROBERT L. WELSH, whose address is 7848 Southdown Road, Alexandria, Virginia, Grantee.

WITNESSETH:

WHEREAS, by Deed dated April 19, 1979, recorded in Deed Book 5169, page 309 among the land records of Fairfax County, Virginia, real property more particularly described therein in the Wellington subdivision in Fairfax County was conveyed to Laurence C. Welsh and Marie Eloise Welsh, husband and wife; and

WHEREAS, by Quit Claim Deed dated February 14, 1990, recorded in Deed Book 7590, page 1, Laurence C. Welsh and Marie Eloise Welsh quitclaimed to Marie Eloise Welsh, Trustee of the Marie Eloise Welsh Revocable Trust, title to said real property; and

WHEREAS, a Memorandum of Revocable Trust recorded in Deed Book 7590, page 2 noted that the trust of which Marie Eloise Welsh was designated Trustee gave the Trustee broad power, including the power to transfer title to real estate in the trust; and

WHEREAS, the First Amendment to and Restatement of the Marie Eloise Welsh Revocable Trust provides that upon the death of Marie Eloise Welsh (a) Robert L. Welsh should become the successor Trustee of the Trust, and (b) the said property in Fairfax County should be distributed to Robert L. Welsh; and

WHEREAS, the First Amendment to and Restatement of the Marie Eloise Welsh Revocable Trust reiterated that the Trustee has the authority to transfer and dispose of real property in the Trust; and

WHEREAS, Marie Eloise Welsh died on April 6, 2010; and

Prepared by:
Sarah E. Hall
Virginia Bar No. 14690
BLANKINSHIP & KEITH, P.C.
4020 University Drive
Suite 300
Fairfax, Virginia 22030
(703) 691-1235

Return to Walker T. Hall
Box 230
JFD
A1200701

WHEREAS, Robert L. Welsh seeks to comply with the provisions of the Trust.

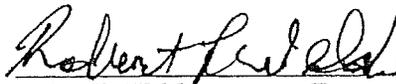
NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Robert L. Welsh, successor Trustee of the Trust, does hereby grant, bargain, sell and convey with Special Warranty of Title to Robert L. Welsh the following described real property in the Wellington subdivision in Fairfax County, Virginia:

BEGINNING at a point at the intersection of the southerly line of Lot 9-B, WELLINGTON, with the westerly line of Southdown Road; thence running through said Lot N. 84° 22' 41" W. 192.52 feet to an iron pipe corner to Lot 40; thence with the line of said Lot 40, N. 3° 14' E. 71.90 feet to a pipe, corner to Lot 9-A; thence with the line of said Lot 9-A, East 168.00 feet to an iron pipe in the westerly line of Southdown Road; thence with the westerly line of said road to the point of beginning.

This conveyance is made subject to the restrictions, conditions, rights-of-way, and easements, if any, of record which relate to said property.

WITNESS the following signatures and seals:

GRANTOR:

 (SEAL)
Robert L. Welsh, successor Trustee of the
Marie Eloise Welsh Revocable Trust

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, To-wit:

Acknowledged before me this 31st day of October, 2012 by
Robert L. Welsh, successor Trustee of the Marie Eloise Welsh Revocable Trust. in Washington DC


Notary Public

My Commission Expires: 3/31/16 My Registration No. is: 336201

GRANTEE:

Robert L. Welsh (SEAL)
Robert L. Welsh

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, To-wit:

Acknowledged before me this 3rd day of October, 2012 by
Robert L. Welsh. in Washington DC

Valerie Duv
Notary Public

My Commission Expires: 3/31/16 My Registration No. is: 336201

U:\Land Use & Development\SEH\Welsh 9270-01\Deed (clean 10-17-12) 2.doc



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

REVISED LETTER

January 16, 2013

Sarah E. Hall
 Blankingship & Keith
 4020 University Drive, Suite 300
 Fairfax, Virginia 22030

RE: Lot Validation 25684-LV-001-1
 Wellington, Section 1, Lot 9A
 7843 Southdown Road
 Tax Map: 102-2 ((18)) 9B
 Zoning District: R-2

Dear Ms. Hall:

This letter supersedes the January 10, 2013 letter and revises the second paragraph to clarify that the property does not meet the current R-2 District minimum lot size requirements. This letter is also a follow-up letter to Lot Validation Determination 25684-LV-001-1, issued by the Department of Public Works and Environmental Services (DPWES), and explains the zoning noncompliance issue relating to the referenced property.

The referenced property has a lot area of 13,024 square feet, has a lot width of approximately 90 feet and is currently vacant. The property is zoned R-2 Residential District, Two Dwelling Units/Acre which district has a minimum lot area requirement of 15,000 square feet and a minimum lot width requirement of 100 feet for interior lots. As such, the lot does not meet the minimum lot area or lot width requirements for the R-2 District.

In order for a lot to be buildable from a zoning perspective, a lot must either meet the current Zoning Ordinance requirements or, in accordance with Sect. 2-405 of the Zoning Ordinance and among other items, must either have been recorded prior to the effective date of the first Zoning Ordinance on March 1, 1941 or have met the zoning regulations in effect when the lot was recorded and not have been subsequently rezoned or subdivided at the request of the owner or the owner's agent. In addition, under Par. 1 of Sect. 18-603 of the Zoning Ordinance, in order to be issued building permits for the construction of a dwelling, a lot must also be in compliance with the applicable subdivision regulations.

DPWES administers the subdivision regulation and has determined that the referenced lot was

Department of Planning and Zoning
 Zoning Administration Division
 Ordinance Administration Branch
 12055 Government Center Parkway, Suite 807
 Fairfax, Virginia 22035-5505
 Phone 703-324-1314 FAX 703-803-6372
www.fairfaxcounty.gov/dpz/

Sarah E. Hall
January 16, 2013
Page 2

created in its current size by a metes and bounds description or plat and was recorded in Deed Book 641, Page 282 on August 5, 1948. At the time the referenced property was created, it was zoned Rural Residence District, which had a minimum lot area requirement of ½ acre (21,780 square feet) and a minimum lot width requirement of 100 feet. Since the property did not meet the minimum lot area or lot width regulations in effect at the time of recordation and do not meet the current R-2 District minimum lot area or lot width requirements, the lot is not subject to Sect. 2-405 and is not buildable from a zoning perspective.

I trust this adequately responds to your request. Questions regarding subdivision issues or the buildable lot determination should be directed to DPWES at 703-324-1720. If you have any additional questions, please feel free to contact me at 703-324-1314.

Sincerely,



Lorrie Kirst, AICP
Assistant Zoning Administrator

cc: Gerald W. Hyland, Supervisor, Mt. Vernon Mill
Robert L. Welsh; 7843 Southdown Road; Alexandria, VA 22308 (property owner)
Leslie B. Johnson, Zoning Administrator
Tim Shirocky, Acting Director, Real Estate Division Department of Tax Administration
Diane Johnson-Quinn, Deputy Zoning Administrator, Zoning Permit Review Branch
Bruce Nassimbeni, LDS, DPWES

COUNTY OF FAIRFAX, VIRGINIA,
OFFICE OF BUILDING INSPECTOR

Building Permit No. 11561

ATTACHMENT 5

APPLICATION FOR PERMIT TO BUILD

Fairfax, Va., May 24, 1955

TO THE BUILDING INSPECTOR:

The undersigned hereby applies for a permit to build according to the following specifications:

1. State how many buildings to be erected one
2. Material Brick & Frame (Brick Veneer)
3. Name of Owner Robert S. Sweeter (Phone 1694877)
Address 914 So. Albed St. Alexandria, Va. (Phone 1687137)
4. Name of Designer Ryder, Thompson & Newman (Phone _____)
Address New York
5. Name of Contractor Joe Esposito, or self building (Phone _____)
Address _____
6. Location: Lot No. 97 Block _____ Section _____ Subdivision Wellington
Name (NO.) of Street South Dawn Road

I hereby certify that the property described above is listed in the name of Frankie S. Pistone

Mag. Dist. 227 Vernon #4 Deed Book Reference 497-544
5154 Julian W. Ferguson
Supervisor of Assessments

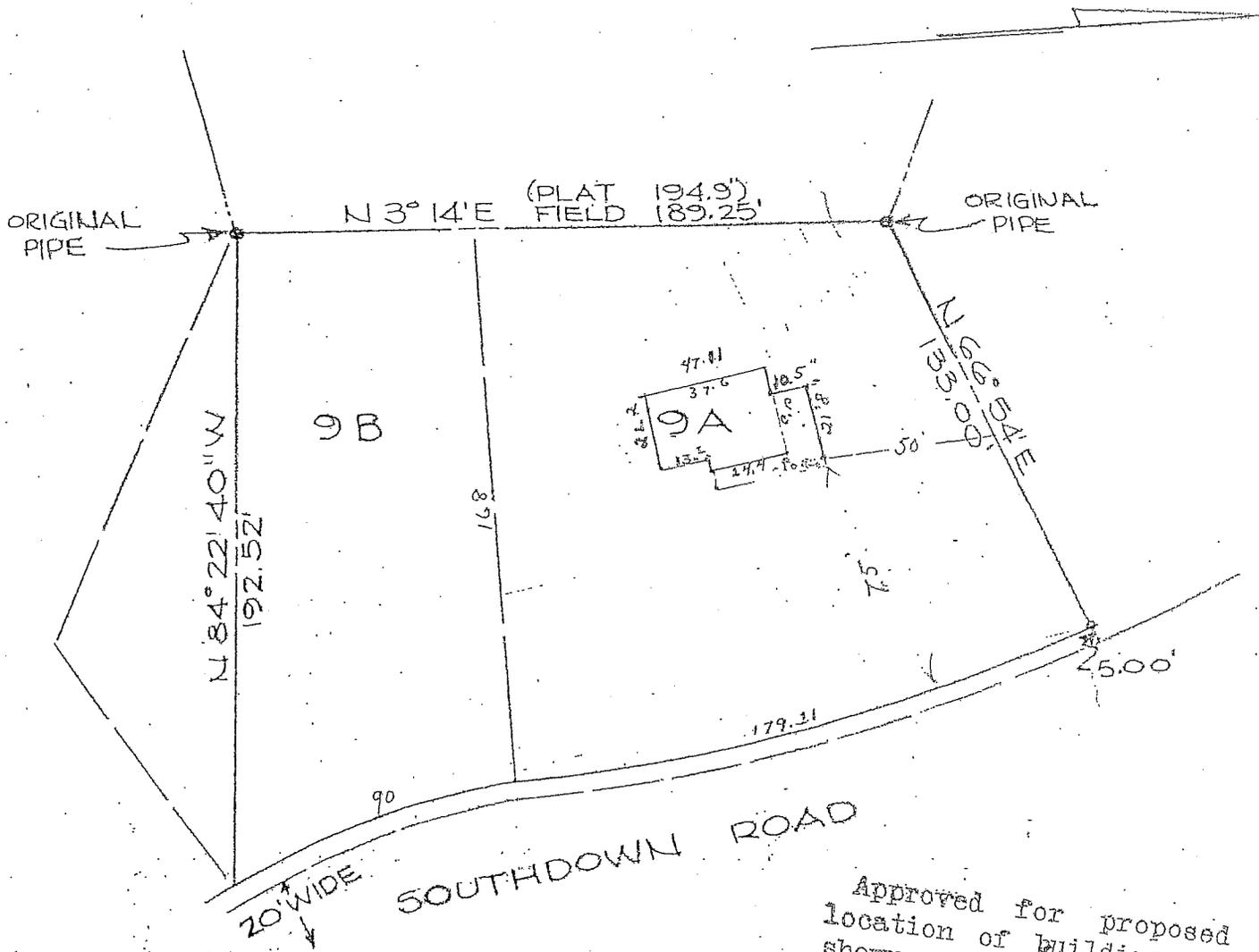
7. Size of building: No. of feet front 47'; No. feet rear 47'; No. feet deep 25'; No. stories in height 2; No. rooms 2; Cubic contents of bldg. 20520 cu. ft. Estimated cost 14000.
8. Zoning: Use of building Res. No. of families or housekeeping units one
No. kitchens one Size of lot: Width 179 ft., Depth 168 ft., Area 19128 sq. ft.; Height of building (to highest point of roof) 23' ft. Setback from property line: Front 75 ft., Rear 40 ft., Side 50 ft.
Zone Res. Rural Residential
9. Check system to be used: (a) Sewage Disposal by: Public Sewer _____, Community System _____, Septic tank ✓
Pit privy _____ (b) Water Supply: Public System _____, Individual well ✓
10. What will the building be erected on? (Solid or filled land) solid
Finished outside grade to cellar floor _____ First floor is 5' ft. above curb grade.
11. Material of foundation C.B.C. Thickness and material of external walls: 5"
Cellar or basement 12" C.B.C.; 1st story 7" brick veneer; _____; _____;
2nd story 7" brick veneer; 3rd story _____; _____;
4th story _____; 5th story _____;
Thickness of other walls _____; 1st story _____; _____;
2nd story _____; 3rd story _____; _____;
4th story _____; 5th story _____
12. What will be the material of the front? Brick
13. Will the roof be flat, pitch, or mansard? Pitch
14. Roofing material asph. shingles
15. What will be the means of access to the roof? _____
16. How is the building heated? oil H.W.
17. Is the lower story to be used for business purposes of any kind? no

I hereby certify that I have the authority to make this application, that the information given is correct, and that the use and construction shall conform to the County Health Regulations, the Building and Zoning Ordinances, and private deed restrictions, if any, which are imposed on the property.

R. S. Sweeter
Signature of owner or authorized agent
914 So. Albed St
Address

Fire-proof _____	Non-fireproof <u>✓</u>
Total sq. ft. _____	Fee <u>28</u>
Pay't Order No. _____	
Date received _____	
Initials _____	
Approved by Building Inspector _____	
<u>5/24/55</u>	<u>Danny King</u>
Date	

Telephone Number 1694877 Date 5-24-55
1687137



Approved for proposed location of building as shown. Final approval subject to wall check.

Date: MAY 23 1955

[Signature]
 Planning Administrator

PLAT
 SHOWING SURVEY OF LOT 9A & PART OF LOT 9B
 WELLINGTON
 FAIRFAX COUNTY, VA
 SCALE 1"=50' MAY 13, 1955

[Signature]
 CECIL J. CROSS
 CERTIFIED ENGR & SURVEYOR
 ALEXANDRIA, VA.

Map of wgs-2/27/67

COUNTY OF FAIRFAX, VIRGINIA
OFFICE OF THE BUILDING INSPECTOR
Application for Building Permit

MAP REFERENCE			
Plot Number	Subd. Des.	Blk. or Sec.	Parcel or Lot
1002	19		9

APPLICATION NO.	12287
DATE	19 10 3 1967
PERMIT NO.	

ATTACHMENT 6

To: BUILD ALTER OR REPAIR ADD TO DEMOLISH MOVE

JOB LOCATION	Street: 7847 Southdown Rd	DESCRIPTION	For: Enclose Porch Added to
	Lot No. 9		
OWNER	Block Section	No. of Bldgs. _____ Est. Const. Cost \$ 2230.00	No. of Units _____ No. of Stories _____
	Subdivision Wellington		No. of Kitchens _____ Penthouse _____
	Corp. Name _____ Name: Robert J Swartz Address: 7847 Southdown Rd City: Alex. VA 22304		No. of Baths _____ Ht. of Bldg. _____ ft. No. of Rooms _____ Bldg. Area _____ sq. ft. (Exclude Kit. & Bath)
ARCHITECT ENGINEER	Name _____	Basement <input type="checkbox"/> Slab <input type="checkbox"/> Crawl <input type="checkbox"/>	Soil: Solid <input type="checkbox"/> Fill <input type="checkbox"/>
	Address _____		Ftg: Concrete <input type="checkbox"/> Pile <input type="checkbox"/> Caisson <input type="checkbox"/>
	City _____		Ext. Walls: Wood <input type="checkbox"/> Metal <input type="checkbox"/> Brick <input type="checkbox"/>
CONTRACTOR	Name: Auto Home Improvement	Roof: Flat <input type="checkbox"/> Pitch <input type="checkbox"/> Shed <input type="checkbox"/>	Roofing: Built-up <input type="checkbox"/> Shingle <input type="checkbox"/> Roll <input type="checkbox"/>
	Address: 1007 E. 1st St		Heat: Oil <input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/>
	City: Alexandria VA		Equipment: Boiler <input type="checkbox"/> Furnace <input type="checkbox"/> Heat Pump <input type="checkbox"/> Air Cond. <input type="checkbox"/>
Sewage: Public <input type="checkbox"/> Community <input type="checkbox"/> Septic Tank <input type="checkbox"/> None <input type="checkbox"/>		Water: Public <input type="checkbox"/> Individual Well <input type="checkbox"/> None <input type="checkbox"/>	
Remarks: _____			

I hereby certify that I have the authority to make this application, that the information given is correct, and that the use and construction shall conform to the County Health Regulations, the Building and Zoning Ordinances, and private deed restrictions, if any, which are imposed on the property.

7684010 Sept 8, 1966 Auto Home Improvement
Phone No. _____ Date _____
Signature of Owner or Auth. Agent: Robert J Swartz

APPLICANT: DO NOT WRITE BELOW THIS LINE

PLAN APPROVAL	Use Group of Building: L-3	Area of Bldg. _____ @ _____ per Sq. Ft. \$ _____
	Type of Construction: 4-B	@ _____ \$ _____
	Fire District: _____	@ _____ \$ _____
	Date Checked: 9-8, 1966 By: JRS	TOTAL FEE \$ 7.00

OFFICE	Rm. No.	DATE	BY	OFFICE	Rm. No.	DATE	BY
Land Office	112	9-9-66	HH	Fire Marshall			
Zoning Administrator	210	9-8-66	JRS	Streets & Drainage		9-8-66	JWW
Sanitary Engineer				Housing & License	2139	9-8-66	JRS
Health Officer	Rt. 237						

I hereby certify to the following statement:
1. All material used for work performed under this permit will be paid directly to the supplier by the property owner.
2. All compensation will be on an hourly basis and paid by the property owner directly to the person(s) performing work under this permit.
Date: _____ 19 _____
Property Owner _____ By: _____ Authorized Agent

Supervisor of Assessments:
Property is listed in name of: Robert L. Swartz
Magisterial District: Mt Vernon - 11 Deed Book Reference: 1311-242
Supervisor: Robert W. 2 Virginia P.H.

Subdivision: Wellington Lot No. _____ Block _____ Section _____ Zone: 60.5
Street Address: _____
Use of Bldg: _____
BZA: _____ No. Families: _____
Set Back: Front 70 Rt. Side 64 Left Side 20 Rear 25
Zoning Administrator: _____

RETURN THIS COMPLETED APPLICANT

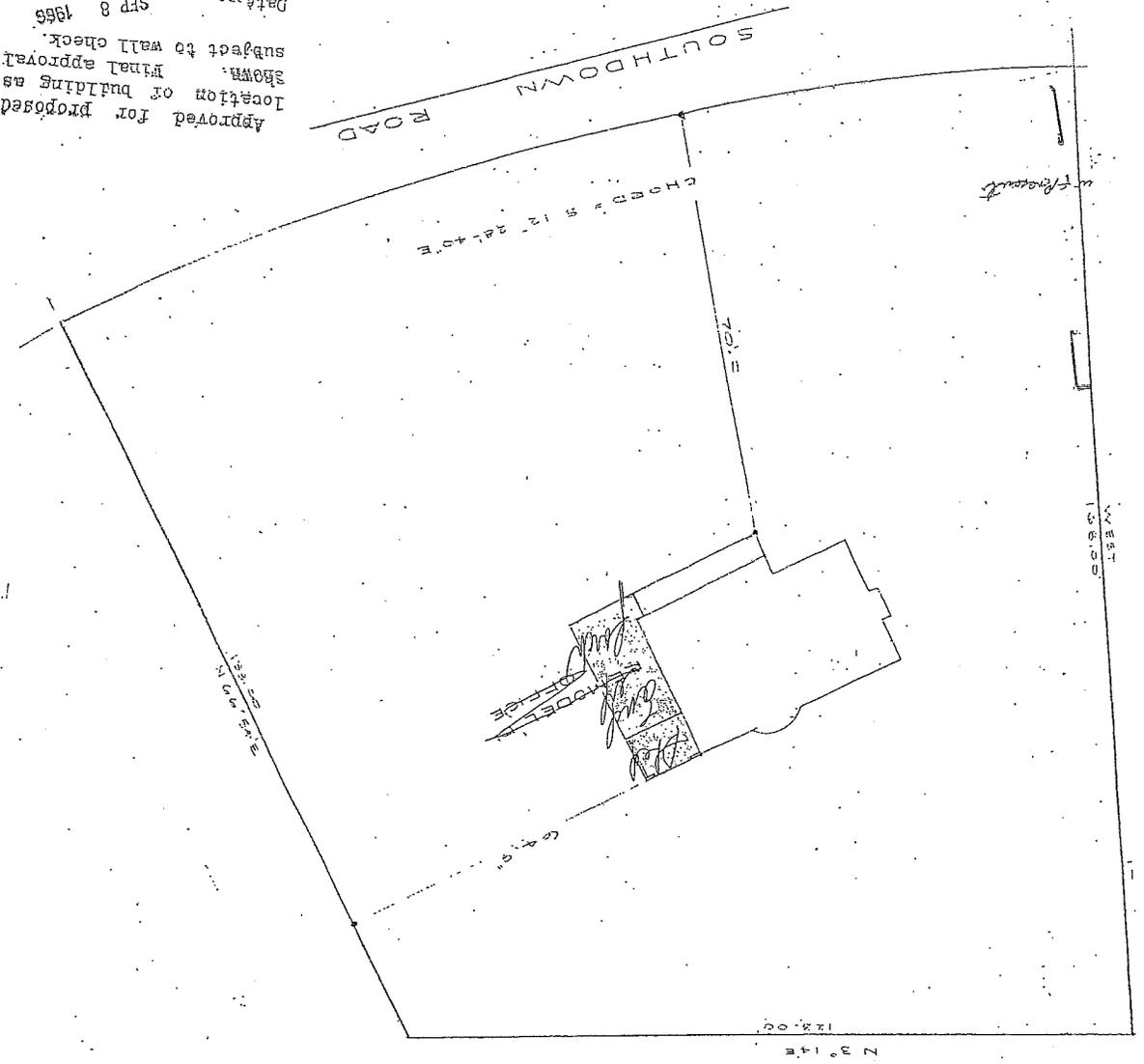
OFFICE FOR ISSUANCE OF BUILDING PERMIT.

FAIRFAX COUNTY, VA.
 WELLINGTON
 LOT 9A
 PLAT 111

Zoning Administrator

[Signature]
 Date: SEP 8 1966

Approved for proposed location of building as shown. Final approval subject to wall check.



Director of Public Works
 By: *[Signature]*
 Date: SEP 8 1966

Department of Public Works
 Fairfax County, Virginia
 Application Number: A-7787
 I hereby certify that this plot plan and structure shown herein conform to the requirements of Section 15.1-10 of the Fairfax County, Virginia Building Code.



County of Fairfax, Virginia

MEMORANDUM

DATE: November 12, 2013
Amended December 20, 2013

TO: Rebecca Horner, Staff Coordinator
 Zoning Evaluation Division DPZ

FROM: Jay Banks, Urban Forester
 Forest Conservation Branch, DPWES

SUBJECT: Wellington Section 1, Lot 98-7843 Southdown Road, VC 2013-MV-021

This review is based on the Application for a Variance stamped "Received, Department of Planning and Zoning, August 28, 2013" and Variance Plat stamped "Received, Department of Planning and Zoning, October 3, 2013". A site visit was conducted on December 18, 2013

1. **Comment:** Within the Statement of Justification and item number 12 under Notes on the Variance Plat, the applicant states that the existing shed and a portion of an existing patio will be removed from the property. It is unclear how the removals will take place without damaging existing vegetation.

Recommendation: The applicant should provide a narrative on the Plat and in the Statement of Justification that describes the steps that will be taken to minimize any damage to existing vegetation when the shed and patio are removed.

2. **Comment:** There is a significant amount of invasive plant species covering the property, primarily bamboo and English ivy.

Recommendation: An invasive management plan should be developed and implemented to control all of the invasive species on the site.

3. **Comment:** Several large trees exist along the frontage of this property. One of these trees has a storm damaged top section. The remainder of the trees are in good condition and should be retained where possible.

Recommendation: The tree with the storm damaged top should be removed in such a manner so that the remaining trees are not damaged. A tree preservation plan for the remaining trees on site should be part of any future development considerations.



18-404 Required Standards for Variances

To grant a variance the BZA shall make specific findings based on the evidence before it that the application satisfies all of the following enumerated requirements:

1. That the subject property was acquired in good faith.
2. That the subject property has at least one of the following characteristics:
 - A. Exceptional narrowness at the time of the effective date of the Ordinance;
 - B. Exceptional shallowness at the time of the effective date of the Ordinance;
 - C. Exceptional size at the time of the effective date of the Ordinance;
 - D. Exceptional shape at the time of the effective date of the Ordinance;
 - E. Exceptional topographic conditions;
 - F. An extraordinary situation or condition of the subject property; or
 - G. An extraordinary situation or condition of the use or development of property immediately adjacent to the subject property.
3. That the condition or situation of the subject property or the intended use of the subject property is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted by the Board of Supervisors as an amendment to the Zoning Ordinance.
4. That the strict application of this Ordinance would produce undue hardship.
5. That such undue hardship is not shared generally by other properties in the same zoning district and the same vicinity.
6. That:
 - A. The strict application of the Zoning Ordinance would effectively prohibit or unreasonably restrict the utilization of the subject property, or FAIRFAX COUNTY ZONING ORDINANCE
 - B. The granting of a variance will alleviate a clearly demonstrable hardship as distinguished from a special privilege or convenience sought by the applicant.
7. That authorization of the variance will not be of substantial detriment to adjacent property.
8. That the character of the zoning district will not be changed by the granting of the variance.
9. That the variance will be in harmony with the intended spirit and purposes of this Ordinance and will not be contrary to the public interest.