

Received from my mailbox
(Holbert Building) on 10/18/18.
JLB

October 4, 2018

Spotsylvania Board of Supervisors
9104 Courthouse Rd
Spotsylvania VA 22553

Mr. Greg Benton, Chairman

Dear Sir,

Attached for your review and approval is my Claim for Damages. The damages claimed are the result of County actions prior to my residency in the County. Storm water from Governors Green Subdivision was directed into pipes which causes overflows onto Waverly Drive and my property at 3405 Waverly Drive.

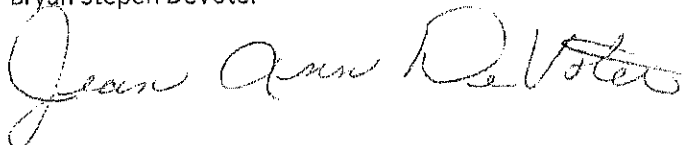
Your prompt response and action to re-imburse me for these damages and planned repairs is requested and greatly appreciated.

If you have any questions, please contact me at: 540-785-0560

Thank you,



Bryan Stephen DeVoter



Jean Ann DeVoter

JD/DRC (attachments)

CLAIM FOR PAYMENT TO BOARD OF SUPERVISORS

Background

Spotsylvania County installed storm drainage lines from Governors Green Subdivision into Waverly Village Subdivision in 2010. There was no drainage access between either subdivision plat and a legal easement agreement was made with a Waverly Village property owner to traverse his property into the Waverly storm-water drainage system. Diverted water from this County funded project overflows across a state roadway and floods the yards of homes on Waverly Drive and Sherwood Lane. This problem has persisted over the years and has caused driveway failures and ditch erosion.

The additional water from Governors Green Subdivision has also caused an increase in the depth of storm water ditches resultant from the flooding and has also raised concerns about the rising level of flooding of the pond where the storm-water runoff is collected.

Spotsylvania has attempted to fix this problem they caused for two years but are not attempting to reimburse the property owners for damages caused by this project. The flooding continues.

The Waverly Village Civic Association (WVCA) was requested by its members to assist in a petition to Spotsylvania County for payment to affected property owners for damages resultant from County actions.

The WVCA has also been active in the Spotsylvania County effort to find an alternative to the diversion of the storm-water into the Waverly Village system.

Claimants

The persons requesting relief are as follow:

<u>Name</u>	<u>Address</u>	<u>Deed</u>
DeVoter, Jean	3405 Waverly Drive	LR14-8024
Devoter, Bryan Stephen		

Statement of Facts

The initial project to divert water from Governors Green to Waverly Village is documented by records from 2010 obtained from Spotsylvania County by officers of the Waverly Village Civic Association. These records are available at the Utilities Department of the County. The salient facts in these records are that the County had to effect legal action to obtain an easement for intrusion into Waverly Village subdivision and that the purpose was to ease flooding in Governors Green subdivision.

During 2016 to 2018, various meetings were held with VDOT and County personnel with residents to demonstrate damage to property. Also videos of flooded yards and streets were forwarded to the County along with estimates obtained for some repairs caused by the storm-water overflow. A recent video shows that the storm-water from Governors Green Subdivision overflows behind the installed pipes flooding back yards as well as front yards on both sides of Waverly Drive. In some areas, the storm-water ditches have increased by 2 to 4 feet due to the increased water flow. This makes it very difficult to clear leaves and grass from the ditches.

WVCA members have also attended several meetings held by County Utilities personnel to discuss solutions to the current water flow through pipes onto Waverly Drive. Multiple emails and submitted videos support the facts as stated.

A presentation to the Spotsylvania County Board of Supervisors (BoS) was made by the Utilities Department and recorded on December 13, 2016. This recorded presentation outlined in detail the original County approved storm-water diversion project and efforts to date to correct the consequent problems the project had caused in Waverly Village. The conclusion was an affirmative vote to allocate funds to redirect the storm-water into existing large culverts near the retention pond.

No mention was made to address damages caused by the storm-water flow occurring during the six years period. Actually, in response to a question about damage, the statement was made that there were no damages reported. Specific damages are: erosion of front yard, damage to lawn, erosion and increase depth of drainage ditches, damage to brickwork along driveway

Legal Basis for Claim

The Claimants are not aware of any statutory basis for the County to correct damages caused by its actions. Undoubtedly the effort to alleviate the storm-water problem in Governors Green was well intentioned. Perhaps the damage in Waverly Village Subdivision could be classified as unintended consequences. Regardless, Spotsylvania did authorize and fund the project and effected ownership of an easement from the property owner where County owned pipes were installed onto this easement now owned by the County. The ongoing corrective effort approved by Spotsylvania County attests to the fact that the County is responsible for the storm-water flow into the Waverly Village System. Therefore the County must assume liability for damages to property resultant from its approved actions. Precedents are not hard to find and the County has rightly expressed ownership of the water flow on several occasions. Accountability for actions is fundamental in personal and governmental activities. As stated during the before mentioned recorded presentation to the BoS, "The pipes are a County owned facility....and, you broke it, you fix it..."

Recourse for Damages by County action

<u>Address</u>	<u>Cost</u>	<u>Itemized</u>
3405 Waverly Dr	\$ 300	Landscaped & seeded yard 2018
3405 Waverly Dr	\$4,000	Replaced damaged Driveway 2014
3405 Waverly Dr	\$6,602.50	Replaced Culvert & Asphalt replaced (Receipts attached)
3405 Waverly Dr	\$15,500.00	Repair and cement ditch. Install retention wall and extend culvert. Replace damaged brickwork. Install curbing on roadway. (New estimate pending)

The claimant states that the redirection of the water from Governors Green remains a priority to avoid future damages and costs.

BYRAN S. DEVOTER 07-07 711-829 4678
 JEAN A. DEVOTER
 3409 WAVERLY DR
 FREDERICKSBURG, VA 22407
 DATE June 30, 2014
 PAY TO THE ORDER OF America Asphalt \$ 4000
Four thousand
 M & T BANK
 800 724-2440
 WWW.MTB.COM
 Jean A. Devoter

Check #4678

Paid 107/02/2014

\$4000.00

JEAN A DEVOTER
 BRYAN S DEVOTER
 3409 WAVERLY DR
 FREDERICKSBURG, VA 22407
 DATE Mar 17, 2018
 PAY TO THE ORDER OF Castle Lawn + Landscape \$ 300.00
Three hundred
 M&T Bank
 Jean A. Devoter

Check #5454

Paid 103/20/2018

\$300.00



PROPOSAL / CONTRACT

CUSTOM CUT, INC.

We're Right Around The Corner

498 Willowater Road

Stafford, Va 22554

(703) 445-9853

customcutinc@aol.com

CUSTOM CUT INC

941 Mattox Ave

Colonial Beach

Va 22443

PROPOSAL SUBMITTED TO <u>DeVoter</u>		PHONE	DATE
STREET <u>Jeannine Dr</u>		JOB NAME	
CITY, STATE and ZIP CODE <u>3405 Waverly dr</u>		JOB LOCATION	
DATE OF PLANS <u>Fred. Va 22407</u>		Contractor's License Number: 2705 138686, Class C	
		Classification: Landscaping	
Description of Materials and Work to be Performed:			
<u>Asphalt right side of driveway and over</u>			
<u>culvert pipe</u>			
<u>Asphalt will be done by precision paving.</u>			
<u>A minimum of 30 days is requested for settling before</u>			
<u>adding asphalt</u>			

Estimated Start Date: _____

Estimated Completion Date: _____

CUSTOM CUT INC. will perform the work listed above for the sum of:

dollars (\$ 2,500).

Payment to be made as follows:

Military disc. - 5% = 2,375.

By signing this proposal, customer agrees that it becomes a binding contract and that customer is bound by all the terms and conditions on the front and back of this contract. All work will be completed in a workmanlike manner according to standard practices. Any changes to the contract that involve costs, materials, work to be performed or estimated completion date must be in writing and signed by both parties. This proposal is valid for a period of thirty (30) days from the date given.

Custom Cut Inc.: CAC
(signature)

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal/Contract

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Customer Signature [Signature]

Customer Signature _____

PROPOSAL / CONTRACT

CUSTOM CUT, INC.

We're Right Around The Corner
498 Widewater Road
Stafford, VA 22554
(703) 445-9853
customcutinc@aol.com

CUSTOM CUT INC
941 Mattox Ave
Colonial Beach
Va 22443

PROPOSAL SUBMITTED TO <i>De Votter</i>		PHONE <i>540 785 0560</i>	DATE <i>7/13/18</i>
STREET <i>3405 Waverly Dr</i>		JOB NAME	
CITY, STATE and ZIP CODE <i>Fred VA 22407</i>		JOB LOCATION <i>Fred Waverly Sub</i>	
DATE OF PLANS	Contractor's License Number: 2705 138686, Class C Classification: Landscaping		JOB PHONE
Description of Materials and Work to be Performed: <i>week of Jan 74th</i>			
<i>Remove old culvert pipe</i>			
<i>Install 20 feet of plastic culvert pipe</i>			
<i>Top with crushed stone</i>			
<i>Build 2 head walls using pressure treated 6x6's</i>			

Estimated Start Date: _____ Estimated Completion Date: _____

CUSTOM CUT INC. will perform the work listed above for the sum of:

_____ dollars (\$ *4450.00*)
Payment to be made as follows: *immediate discount - \$227.50*
Deposit of half to begin work

By signing this proposal, customer agrees that it becomes a binding contract and that customer is bound by all the terms and conditions on the front and back of this contract. All work will be completed in a workmanlike manner according to standard practices. Any changes to the contract that involve costs, materials, work to be performed or estimated completion date must be in writing and signed by both parties. This proposal is valid for a period of thirty (30) days from the date given.

Custom Cut Inc.: *CRK*
(signature)

Note, This proposal may be withdrawn by us if not accepted within *30* days.

Acceptance of Proposal/Contract

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Customer Signature *James De Votter*
Customer Signature _____

THIS INSTRUMENT PREPARED BY:
AISHA WILLIAMS
MOVEMENT MORTGAGE, LLC
841 SEAHAWK CIRCLE
VIRGINIA BEACH, VIRGINIA 23452
(888) 589-4416

After Recording Mail To:
MOVEMENT MORTGAGE, LLC
841 SEAHAWK CIRCLE
VIRGINIA BEACH, VIRGINIA 23452

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DEED OF TRUST

DEVOTER
Loan #: 1807359
MIN: 100670800018073593
MERS Phone: 1-888-679-6377
PIN: 23D4-161-1

The following information, as further defined below, is provided in accordance with Virginia law:

This Deed of Trust is given by BRYAN S DEVOTER AND JEAN A DEVOTER, HUSBAND AND WIFE, as Borrower (trustor), to DONALD E. LEE, JR., as Trustee, for the benefit of Mortgage Electronic Registration Systems, Inc., as beneficiary.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated MAY 29, 2014, together with all Riders to this document.
- (B) "Borrower" is BRYAN S DEVOTER AND JEAN A DEVOTER, HUSBAND AND WIFE. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is MOVEMENT MORTGAGE, LLC. Lender is a LLC organized and existing under the laws of DELAWARE. Lender's address is 841 SEAHAWK CIRCLE, VIRGINIA BEACH, VIRGINIA 23452.
- (D) "Trustee" is DONALD E. LEE, JR.. Trustee (whether one or more persons) is a Virginia resident and/or a United States- or Virginia-chartered corporation whose principal office is located in Virginia. Trustee's address is 228 NORTH LYNNEAVEN ROAD, VIRGINIA BEACH, VA 23452.
- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (F) "Note" means the promissory note signed by Borrower and dated MAY 29, 2014. The Note states that Borrower owes Lender SIXTY THOUSAND AND 00/100 Dollars (U.S. \$60,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JUNE 1, 2044.