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BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the matter of the Petition of:
Kalama Water, LLC.

Docket No. UW-240615

DECLARATION OF DEANNA ROUSE

The undersigned hereby certifies as follows:

1. My husband Michael Rouse and I own the property that is the subject of the Petition of Kalama Water LLC For an Order authorizing access to company Property under WAC 480-110-305.
2. The well, pump house, and associated equipment mentioned in the Petition all sit completely on our property.
3. The deed to our property was conveyed without any reservation relating to any of the well, pump house, or associated equipment located on the property. A true and correct copy of the deed is attached hereto as Exhibit A.
4. Since acquiring the property, we have not granted any easements or other rights pertaining to the water system to Kalama Water, L.L.C. To the best of my knowledge, title to our property was not conveyed to us subject to any such rights.

1 5. Due to the lack of reservation or subsequent easements relating to the
2 water system, it is our position that the portions of the system on our property are part
3 of our real property.

4 6. Kalama View Properties, LLC owns several parcels within the View
5 Rural Subdivision where our property is located.

6 7. Kalama View Properties, LLC is owned and controlled by Robert
7 Tershel, who also owns and controls Kalama Water, LLC.

8 8. We have notified Mr. Tershel of numerous issues involving the water
9 system at issue here. Some of which include:

10 a. The lack of an air release valve in the system. This causes a
11 disruption of water flow and the ingress of pollution when work is
12 performed on the system.

13 b. The lack of temperature control to keep the pump house above
14 freezing during the winter months.

15 c. A general lack of security for the subdivision due to a non-
16 functioning gate, which has resulted in numerous trespassers in what
17 has been advertised as a gated community.

18 9. We replaced the door and lock on the pump house in order to ensure its
19 security and the security of the contents.

20 10. We have repeatedly reached out to Mr. Tershel to offer him access to the
21 pump house provided reasonable notice.

22 11. Mr. Tershel has, to this point, ignored our offers.

23 12. In light of our many issues with Mr. Tershel, we retained attorney Jeff
24 Lindberg of Landerholm, P.S. Mr. Lindberg sent Mr. Tershel a letter outlining our
25 position on June 24, 2024. A true and correct copy of the letter is attached hereto as
26 Exhibit B.

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13. Upon receipt of Mr. Tershel’s petition, Mr. Lindberg followed up with an email to Mr. Tershel on September 5, 2024. A true and correct copy of the email is attached hereto as Exhibit C.

14. As of the date of this writing, Mr. Tershel has not responded to either the letter or email.

15. Despite Mr. Tershel’s lack of response, we are still willing to provide access to the well and pump house to Kalama Water when requested with reasonable notice.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Dated this 16th day of September 2024, at Kalama, Washington.


Deanna Rouse (Sep 16, 2024 16:00 PDT)
Deanna Rouse

3691936

08/17/2021 11:51:15 AM Pages: 3 \$205.50

Deed

WFG CLARK COUNTY-RESWARE

eRecorded at Cowlitz County, WA

AFTER RECORDING MAIL TO:

Michael L. Rouse and Deanna Rouse

514 NW 84th Circle
Vancouver, WA 98665

\$15,930.00 EXCISE TAX

AFFIDAVIT NO: 24156

COWLITZ COUNTY TREASURER

08/17/2021 DEPUTY KR

Filed for Record at Request of: WFG National Title Company of Clark County WA, LLC
Escrow Number: 21-213506

Statutory Warranty Deed

Abbreviated Legal: 779 (VIEW RURAL SUBDIVISION) -6 25 -6N -1W

Additional legal(s) on page:

Assessor's Tax Parcel Number(s): WC2503026, 3090726

THE GRANTOR **Edward Lynn Price and Marva Zee Price, husband and wife**, for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to **Michael L. Rouse and Deanna Rouse, husband and wife**, the following described real estate, situated in the County of Cowlitz, State of Washington:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO: Covenants, conditions, restrictions, easements and encumbrances of record as of the date hereof.

Dated this 5 day of August, 2021.

Edward Lynn Price
Edward Lynn Price
Marva Zee Price
Marva Zee Price

STATE OF WASHINGTON }
County of CLARK} SS.

I certify that I know or have satisfactory evidence that Edward Lynn Price and Marva Zee Price is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 5TH day of August, 2021

Kim Jones
KIM JONES
Notary Public in and for the State of WASHINGTON
Residing at: RIDGEFIELD, WA

KIM JONES
NOTARY PUBLIC #91996
STATE OF WASHINGTON
COMMISSION EXPIRES
APRIL 9, 2023

Unofficial Copy

EXHIBIT "A"
LEGAL DESCRIPTION TO STATUTORY WARRANTY DEED

**LOT 6, THE VIEW RURAL SUBDIVISION, AS RECORDED IN VOLUME 14 OF PLATS, PAGE 45,
RECORDS OF SAID COUNTY.**

SITUATE IN THE COUNTY OF COWLITZ, STATE OF WASHINGTON.

SITUATE IN THE COUNTY OF COWLITZ, STATE OF WASHINGTON.

Unofficial Copy



LANDERHOLM

Legal advisors. Trusted advocates.

Jeff Lindberg

PO Box 1086

Vancouver, WA 98666-1086

T: (360) 558-5904

F: (360) 558-5905

E: jeff.lindberg@landerholm.com

June 24, 2024

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

VIA FIRST CLASS MAIL

VIA EMAIL

bobtershel@comcast.net

Kalama View Properties, LLC
ATTN: Robert Tershel
5933 SW Ralston Dr
Portland, OR 97239

**Re: Michael and Deanna Rouse
224 Resort Lane Kalama, WA**

Dear Mr. Tershel:

I represent Michael and Deanna Rouse. Mr. and Mrs. Rouse own the property at 224 Resort Lane Kalama, Washington. The Rouse property is Lot 6 of the View Rural Subdivision.

Mr. and Mrs. Rouse retained me to assist them with respect to the operation, maintenance, and ownership of the well and pump house situated on their property. In reviewing their property records and other records relating to this subdivision, it is evident that the original developer Dan Class cut many corners with respect to the well and pump house. These shortcuts include failing to record an easement to facilitate connections to the pump house and failure to record a shared well agreement, specifying the Rouses' and other lot owners' rights and responsibilities.

I understand that you operate an entity called Kalama Water LLC and have collected water usage fees from Mr. and Mrs. Rouse and their predecessors. Based on my review of recorded documents, I do not see any basis for your collection of water fees from my clients or any other rights with respect to common areas in the View subdivision. Another of your entities, Kalama View Properties, LLC, owns several parcels of property within and near the View Rural Subdivision, having obtained title to these parcels by way of an October 30, 2014 document entitled Grant Deed in Lieu of Foreclosure. Nothing in that deed granted to you any rights with respect to the well and pump house situated on Mr. and Mrs. Rouse's property. Instead, that deed simply made you an owner of several lots within the View Rural Subdivision. Additionally, no provision of that deed assigned to you the Declarant's rights specified under the CCRs recorded by Mr. Class at the same time he recorded the plat. As such, any amendments to the CCRs that you have recorded are void and of no effect.

www.landerholm.com

EXHIBIT B - Page 1 of 4

Kalama View Properties, LLC
Re: Michael and Deanna Rouse
224 Resort Lane Kalama, WA
June 24, 2024
Page 2

Even assuming that your practice of collecting water usage fees or undertaking common area maintenance has been lawful (we do not believe it has been), you, too, have cut many corners. Examples include your failure to maintain an operable gate at the entry to the subdivision, facilitating access to this gated community by multiple trespassers. Also, you have undertaken no routine and reasonable ongoing maintenance of the well, pump house, and associated apparatus. For example, Mrs. Rouse has repeatedly requested that you install an air release valve in the system. This is necessary because when work is being done on the system, air enters the water system, disrupts the flow of water to the Rouses' home, and causes pollution to the water that does come through. Despite multiple requests, you have simply ignored this problem. Additionally, you failed to ensure that temperatures inside the pump house are kept above freezing during the winter months, imperiling the water supply to the Rouses' home. And, although the CCRs and the conditions for plat approval require the establishment of a homeowners' association, no such association exists. You even advertise your lots in the View as having "CCR's and RMA only, NO HOA." These are just a few readily observable deficiencies.

As it stands, Mr. and Mrs. Rouse own the well, the pump house, and all related apparatus situated on their property. Further, based on the records that I have reviewed, none of the other View lots that you own and are attempting to sell have an easement right to connect to the well and pump house. And, with no shared well agreement in place, there is no formal requirement for anyone in the subdivision to participate in the cost of maintenance and repair, no method for addressing emergency failures, no allocation of insurance responsibilities, etc. Significantly, there is absolutely no basis for the water usage fees that you have been charging Mr. and Mrs. Rouse. Is there an account for those fees? If so, please provide records showing all credits and debits for this account and any other documents showing how these funds have been used.

The Rouses have attempted to work with you on these issues with no success. It is time for an orderly resolution of these issues and to formalize the arrangement for the well and pump house, maintenance of the same, and maintenance of the gate at the entrance to this community. To this end, Mr. and Mrs. Rouse demand the following:

1. You will immediately repair and make operable the gate at the entrance to the community.
2. You will immediately provide a copy of the 2024 county operating permit for the well and water system.
3. Mr. and Mrs. Rouse will obtain a bid to have an air release valve installed in the water system and to have all outstanding maintenance of the well and pump house completed. Upon their review and approval of this bid, you will make advance payment to the contractor to facilitate the completion of this work.
4. Mr. and Mrs. Rouse will prepare an appropriate easement and shared well agreement to be recorded in the Cowlitz County Auditor's records. These documents will be subject to your review, but must be acceptable to Mr. and Mrs. Rouse in form and substance, in their sole discretion. These documents will be prepared by my office at your expense. The shared

Kalama View Properties, LLC
Re: Michael and Deanna Rouse
224 Resort Lane Kalama, WA
June 24, 2024
Page 3

well agreement will set forth the financial obligations of the involved parties. The shared well agreement will also set forth regular maintenance obligations for the well and pump house. In the event these maintenance obligations are not carried out, Mr. and Mrs. Rouse and their successors in title shall have the right to complete the same and be reimbursed by you for the cost of such maintenance.

5. You will contract with a county approved Satellite Management Agency to manage and operate the water system, collect water usage fees, and address regular maintenance and repair of the well, pump house, and associated apparatus. The contract will be subject to Mr. and Mrs. Rouse's review and approval. Additionally, all regular maintenance will be subject to review and approval by Mr. and Mrs. Rouse, who will be given reasonable advance notice of any such maintenance activities. Any inspection by the county or other agency with jurisdiction will be coordinated with Mr. and Mrs. Rouse. The SMA, on behalf of other users, will make a regular lease payment to Mr. and Mrs. Rouse for the use of the Rouse property for the well and pump house.
6. You will provide all documents and other evidence showing any maintenance of the water system from 2014 to the present.
7. In consideration for Mr. and Mrs. Rouse maintaining the well and pump house on their property, you will convey to Mr. and Mrs. Rouse the properties at 310 Resort Lane (WC2503025) and 246 Resort Lane (WC2503028), both of which are situated immediately to the west of the Rouses' property. This conveyance will be by statutory warranty deed, with all easements and other rights of record. Given the recent reconfiguration of these lots, a surveyor will be retained at your expense to place stakes indicating the boundaries of these two parcels.
8. In further consideration for Mr. and Mrs. Rouse maintaining the well and pump house on their property, they and their successors will not have any obligation to contribute financially to the operation, maintenance, repair, or replacement of the well, pump house, and associated apparatus. Additionally, there will be no charge for their water use. These terms will be recorded in the form of a covenant to run with the land, benefiting future owners of the Rouse property. Additionally, Mr. and Mrs. Rouse will be reimbursed for all out of pocket expenses they have incurred to maintain the well, pump house, and associated components of the water system.
9. You will reimburse Mr. and Mrs. for all attorney fees incurred in addressing these matters.

Finally, due to your neglect of the pump house and well and the absence of a secure and operable gate to the community, Mr. and Mrs. Rouse have secured the pump house and well head. You may contact them if you need access to either.

Kalama View Properties, LLC
Re: Michael and Deanna Rouse
224 Resort Lane Kalama, WA
June 24, 2024
Page 4

Please review this matter and provide your response no later than July 12, 2024. If you are represented by an attorney with respect to this matter, please ask your attorney to contact me.

Thank you.

Sincerely,

LANDERHOLM, P.S.

A handwritten signature in black ink, appearing to read "Jeff Lindberg", with a stylized flourish at the end.

JEFF LINDBERG
Attorney at Law

JTL/jsr
cc: Clients

ROUM01-000001 - 6868944

From: [Jeff Lindberg](#)
To: [ROBERT TERSHEL](#)
Cc: [ROUM01_000001_CCR_Water_System_Review_E_Mail; Jeff Lindberg](#)
Subject: Rouse--WUTC Petition
Date: Thursday, September 5, 2024 12:53:12 PM

Dear Mr. Tershel:

I am in receipt of a copy of your petition to the Washington Utilities and Transportation Commission. In that petition, you state that you have "no effective access" to the well and pump house. This is false. You fail to state in your petition that you have not once contacted Mr. and Mrs. Rouse to request access to the well and pump house. As indicated in my letter of June 24, Mr. and Mrs. Rouse are willing to provide access upon reasonable notice. You need only contact them to make arrangements for such access. Having not done so, your petition is perhaps misleading, but certainly is premature, as you have not actually been denied access to the well or the pump house.

As you are also aware, the ownership of the well and pump house is a matter that is disputed. Without waiving any of Mr. and Mrs. Rouse's legal rights with respect to the ownership of the well and pump house, should you wish to access the pump and well house, please provide them 48 hours written notice via email to both Mr. and Mrs. Rouse. Please follow that email with a call to Mr. or Mrs. Rouse, also 48 hours in advance.

Based on the above, please confirm that you will be withdrawing your WUTC petition.

Thank you.







Rouse Declaration with Exhibits(7047810.1)

Final Audit Report

2024-09-16

Created:	2024-09-16
By:	Jeff Lindberg (jeff.lindberg@landerholm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAASvu6Zzt9LtLd3q4aMzLI-Hn8SkhT4ueS

"Rouse Declaration with Exhibits(7047810.1)" History

-  Document created by Jeff Lindberg (jeff.lindberg@landerholm.com)
2024-09-16 - 10:58:11 PM GMT
-  Document emailed to drouse019@gmail.com for signature
2024-09-16 - 10:58:35 PM GMT
-  Email viewed by drouse019@gmail.com
2024-09-16 - 10:59:37 PM GMT
-  Signer drouse019@gmail.com entered name at signing as Deanna Rouse
2024-09-16 - 11:00:27 PM GMT
-  Document e-signed by Deanna Rouse (drouse019@gmail.com)
Signature Date: 2024-09-16 - 11:00:29 PM GMT - Time Source: server
-  Agreement completed.
2024-09-16 - 11:00:29 PM GMT