



LANDERHOLM

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Exh. SS-3

UW-240615

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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.

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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

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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.

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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 "JL", with a long horizontal flourish extending to the right.

JEFF LINDBERG
Attorney at Law

JTL/jsr
cc: Clients

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