November 9, 2022

Re: XXXX Water System

Dear Users of the XXXX Water System:

I am assisting [clients] to develop their Parcel A identified in the Declaration As To Water System Easements, Operation and Maintenance, recorded in 2003 in Island County (the “Water Agreement”). By virtue of ownership of Parcel A, the Clients have the right to use the well and water transmission system located on Parcel D which is owned by Mrs. XXXX. While I am sure you have a copy of the Water Agreement, I have enclosed a copy for your convenience. Island County records show that the primary contact for the water system is XXXXXXX.

As the owners of Parcel A, the Clients are granted one water share. The Water Agreement states that “Each water share and membership in the water system shall represent the right to connect to and draw water from the said well and water system for the reasonable domestic purposes of, and in quantities reasonably necessary to serve, one single family residential dwelling per share.”

Unfortunately, the well is out of compliance not only in regards to the water testing. Per Aneta Hupfauer, Ph.D at Island County Health Department (360-679-7350), your water system is required to have a purveyor/Satellite Management Agency (SMA) to monitor the water system. Because water purveyors in general no longer want to do Water Availability Verification letters (a “WAV”), you would need a manager of the association who can sign a WAV. The water purveyor would be handling all the testing and other items mentioned in their contract. The manager of the water association is currently XXXX. The water association could possibly appoint someone else on the water system as the association manager. This would need to be approved by the association and proof provided to Island County Health Department and the water purveyor.

Fortunately, due to a personal friendship, XX Water Company has agreed to act as the water purveyor (though the system is generally too small for them to handle.) I have enclosed a copy of their contract for your consideration and signature. While XX Water Company used to sign the WAV, they have ceased that practice. That is why Mrs. XXX (or someone else) needs to sign the WAV. I have enclosed a copy of XXX Water Company’s proposed contract.

I have enclosed a copy of the WAV that Mrs. XXX or a new manager needs to sign as “Purveyor’s Signature” at the location of the red “x” that I added to the form. I have also enclosed a self-addressed stamped envelope for your use and convenience. I have been advised by Island County personnel that the Application *must* be filled out using blue ink.

It is my understanding that the Clients and their realtor, XXXX, have contacted you in the past but have not been successful in obtaining the proper signatures on the WAV. I have also been told that the existing users of the water system are demanding much higher connection fees if the Clients hook into the water system. The Water Agreement is very clear on this topic. The connection fee is $500 unless the parties change that amount PRIOR to a parcel changing hands. The Clients purchased Parcel A knowing the connection fee was $500 and it is patently unfair and a violation of the Water Agreement to attempt to raise the connection fee after they have purchased Parcel A.

The Clients truly hope that that they will be able to connect to the water system without having to bring an action in Island County Superior Court to enforce the terms of the Water Agreement. Under Section 11(b) of the Water Agreement, the prevailing party in any lawsuit would be awarded attorney fees. This seems to be such a simple thing. The Clients purchased Parcel A which is entitled to a water share under the terms of the Water Agreement. Island County requires these actions be taken. The Clients are legally obligated to follow the terms of the Water Agreement and so are you. I urge you to sign the WAV and the XXX Water Company contract and return them to me at your earliest convenience. If you have any questions regarding this letter, please feel free to contact me, or, if you wish, have your attorney contact me.

Sincerely,

PAUL A. NEUMILLER

Attorney at Law

PAN/nbd