

# Austin Legal Group

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May 9, 2017

Mr. Tim Taschler  
Wynola Water District  
PO Box 193  
Santa Ysabel, CA 92070

**Via email: WynolaWater@gmail.com**

Re: 1405 Oakforest Road, Santa Ysabel, CA (the "Property")

Dear Mr. Taschler:

Please be advised that this office represents Mr. and Mrs. Young with regard to the Wynola Water District's (the "District") attempt to levy unauthorized fees against the Youngs. Please direct all further correspondence to this office. As explained in more detail below, your letter of May 1, 2017 and subsequent email of May 5, 2017 is an unauthorized attempt to collect an illegal fee.

## **FACTUAL BACKGROUND**

In late September 2003 the prior owner of the Property entered into a Letter of Agreement ("Agreement") whereby the Property Owner agreed to allow the District to place a well on the Property and the District agreed to cover all costs of surveying, trenching, equipment rental, power lines, and the placement of a "wooden box (or equivalent materials) of approximately 4' x 4' x 3'". This Agreement is attached hereto as Exhibit "A" for your reference.

The well on the Property was installed between September 2003 and October 2004. The District failed to install the required security around the above ground equipment as well as reasonable plantings at the time the well was installed. Beginning in approximately March 2017 you informed the Youngs that the District was going to install an 8 ft. high enclosure with 3 rows of barbed wire on top of a 10' x 10' commercial grade chain link fence around the District's easement. The Youngs objected to such action as it was in contravention of the District's easement and would constitute an overburdening of the easement by the District. After several weeks of verbal threats and harassment by you, the District installed a metal box approximately 4'x4'x3' to protect the well on the Property at sometime during the last two weeks of April 2017.

On or about May 2, 2017 the Youngs received a letter dated May 1, 2017 signed by you requesting \$2,047.50 for title and legal work. On or about May 5, 2017, the Youngs received an email from you requesting \$2,047.50.

## DISCUSSION

The request for \$2,047.50 is improper and a potentially illegal fee levied on behalf of the District. Pursuant to the Agreement with the District, the District is required to pay for all costs associated with the installation and maintenance of the well. This includes the casing required to be placed around the well that the district failed to originally install.

Your reference to section XII of the Rules and Regulations is improper. None of your actions described above were an attempt to enforce the easement. Rather, your actions described above were an attempt by the District to overburden the easement by attempting to erect a structure in contravention of the Agreement. Further, the section beginning with "grounds for an action to recover sums..." is similarly inapplicable. Monies are only recoverable if there is a failure to comply with the Rules and Regulations - - an event that has not occurred nor has notice of such an event been given to the Youngs.

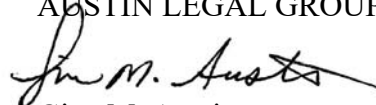
As a separate matter, pursuant to the Agreement, the District must maintain liability insurance of at least \$1,000,000 for itself and all of its subcontractors or agents. Please immediately provide a copy of the District's insurance policy so that we may determine whether or not the Youngs need to be named as additional insured.

## CONCLUSION

We hereby demand that you immediately rescind your attempt to illegally extort \$2,047.50 from the Youngs no later than 5pm on May 12, 2017 in order to avoid further action against both the Wynola Water District and you personally. Additionally, please provide a copy of the liability insurance policy to this office no later than May 15, 2017.

Please note that we reserve all of the Young's rights and this letter is not intended to provide an exhaustive recitation of, and is without prejudice to, their rights and remedies in law or equity.

Sincerely,  
AUSTIN LEGAL GROUP, APC

  
Gina M. Austin

cc: Wynola Water Board  
Jamelle McCoullough, County Department of Small Water Systems

Enclosures

# EXHIBIT A

## LETTER OF AGREEMENT BETWEEN THE WYNOLA WATER DISTRICT AND TOM AND MARTHA WILLIAMS

This letter constitutes an Agreement between the Wynola Water District ("District"), a California Water District, and Tom and Martha Williams ("Williams"). The Williams own a lot identified as 248-210-21 with the County of San Diego Assessors Office and as Lot 63 in the Wynola Estates development ("Williams Property"). This agreement covers the proposed drilling by the District of a District water well on the Williams Property.

1. The Williams agree to allow the District to drill a District water well on the Williams Property at a location approximately 280 feet along the southern property line from its southwest corner and about four feet from its edge. The proposed well location is immediately adjacent to an existing dirt road which parallels that property line starting from the paved cul-de-sac in the southwest corner of the property.
2. All costs of the drilling and other associated costs with the preparation of the proposed drilling site will be borne by the District.
3. The District is expected to make every reasonable effort to minimize impact to the Williams Property. Any permanent damage during site preparation and drilling will be the responsibility of the District. The District, however, is permitted to remove tree limbs as necessary to access the site and to drill, but must make every effort to minimize the physical and aesthetic impact on the Williams Property.
4. If the well does not meet the District's needs, which is solely the determination of the District, the District will abandon the location. The District must return the drilling site to a condition acceptable to the Williams. The Williams (or their successors) may not unreasonably withhold their acceptance if the District has made a good faith effort to return the property to its original state. In addition, the District agrees to pay an additional \$500.00 to the Williams (or their successors) for their trouble.

*Tom  
Martha*

5. If the well does meet the District's needs, the District will run underground piping to the well to include water, electricity, and telephone lines. All costs of surveying, trenching, equipment rental, and linking into existing District water lines, electrical lines, and telephone lines will be borne by the District.
6. If the well does meet the District's needs, the District agrees to bring additional pipes for underground water, power, and telephone as far as the well site for the future use by the Williams (or their successors). The District will ensure that all of the Williams' pipes are easily accessible and properly tied into both District and public utility systems. All utility lines must be suitable for meeting County code regulations for a single-family home. Power lines must support both 115V and 220V. All costs associated with this action will be borne by the District.
7. All underground trenching will follow the existing dirt road as far as possible, in order to minimize impact on the property.
8. If the well does meet the District's needs, the Williams (or their successors) will agree to sign over a formal easement to the District for the District pipes, utility lines, and well site. The Williams must also grant the District access to the wellsite for the purposes of occasional inspection, maintenance, and repair (usually about once each month). The Williams (or their successors) can direct the District to use any reasonable roadway access they maintain in order to minimize impact on their property.
9. If the District ever decides to later abandon the well site, the District will bear all costs with the destruction of the well-head and the return of the property as close as possible to its original condition. In addition, the District will return to the Williams (or their successors) any easements granted the District.
10. The well site itself (and any above-ground equipment used to pump water) will be placed in a wooden box (or equivalent materials) of approximately 4'x4'x3'. The Williams (or their successors) will approve materials and reasonable plantings necessary to minimize impact on the property and its sight-lines.

*Handwritten initials: MW*

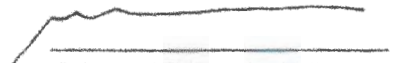
11. The District and all of its subcontractors or agents on this project, agree to maintain appropriate liability insurances of at least \$1,000,000 (unless otherwise agreed to by the Williams or their successors). Where appropriate, the Williams (or their successors) will be named additional insured for this project. Any costs associated with this action will be borne by the District.
12. Any normal legal or surveying costs associated with this project (letter of understanding, easements, other miscellaneous document preparation, recording, etc.) will be borne by the District.
13. The District agrees to repair or replace at its expense any future breaks or problems with the underground District power lines and water pipes associated with the normal operation of the well, unless the problem was created by the action or lack of action of the then current lot owner or their agents.
14. These items above will be the sole basis for any agreement between the District and the Williams family, unless other items are mutually agreed upon in writing at a later time.
15. This Agreement will be in place for perpetuity, and will extend beyond the Williams to any successor owner. If the Williams sell the named property before the District completes its drilling, the Agreement will be considered to equally affect any subsequent owner. This Agreement and all easements will be recorded with the County of San Diego.
16. This Agreement constitutes the final and complete Agreement between the parties and supercedes all prior correspondence, memoranda, or discussions between the parties. Neither party can change the terms or conditions of this Agreement (by amendment, modification, or supplement) except by mutual written agreement.
17. This Agreement and any disputes relating to it shall fall under the laws of the State of California. In the event that either party brings an action or proceeding arising out of or related to this Agreement, the prevailing party in any such action shall be entitled to reasonable

*Tw  
Mw*

attorney's fees, expenses, and costs incurred in such action or proceeding.

18. This Agreement and all its parts will be binding on the District or its successors, and the Williams or successor owners of the Williams Property.

For the District:

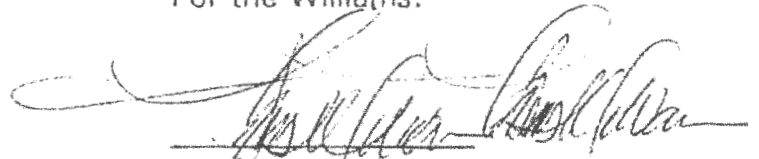
  
\_\_\_\_\_  
GEORGE M. ELLIS, JR.

See attached Notary Certificate

9/29/03  
DATE

Wynola Water District  
P.O. Box 193  
Santa Ysabel, CA 92070

For the Williams:

  
\_\_\_\_\_  
THOMAS WILLIAMS

  
\_\_\_\_\_  
MARTHA WILLIAMS

9-23-03  
DATE

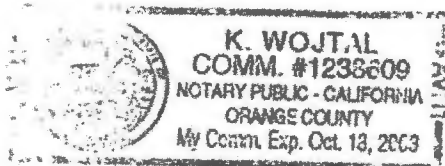
Tom Williams  
Martha Williams  
23052 Stern Circle  
Lake Forest CA 92630

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Orange } ss.

On Sept 23, 2003, before me, Kelli Wojtal, Notary Public  
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)  
personally appeared Tom Williams + Martha Williams  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

K. Wojtal  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Letter of Agreement Between the Wynola Water District and Tom and Martha Williams  
Document Date: Sept. 23, 2003 Number of Pages: 4 pgs + ACK

Signer(s) Other Than Named Above: George M. Ellis, JR.

**Capacity(ies) Claimed by Signer**

Signer's Name: Tom Williams + Martha Williams  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

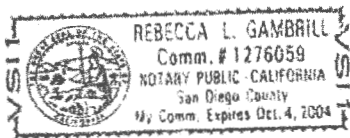
State of California }  
County of San Diego } ss.

On September 29, 2003 before me, Rebecca L. Gambrill, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared George M. Ellis, Jr.  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.  
Rebecca L. Gambrill  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

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Document Date: 9/29/03 Number of Pages: Four

Signer(s) Other Than Named Above: Tom & Martha Williams

**Capacity(ies) Claimed by Signer**

Signer's Name: George M. Ellis, Jr.

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: President of the Board of Wynola Water Dist.

Signer Is Representing: \_\_\_\_\_

