

The Reed's real property.

Weber Valley Heights Water Association here after “WVHWA” acting as a California non-profit association claimed ownership to a well on real property that it did not and does not own, rent, lease or maintain any legally recorded right of use to.

The property address is AKA
44100 Ginger Circle
Hemet CA 92544
APN# 571-040-002 NOTE this APN#
Book 53/ page 40 par 2



This letter
is from,

**COUNTY OF RIVERSIDE
DEPARTMENT OF ENVIRONMENTAL HEALTH '**

Steve Van Stockum, Director
July 17, 2013

RE: Weber Valley Heights Association

Dear Mr. Reed

In response to your inquiry, dated June 13, 2013, the Weber Valley Heights Association (WVHA) is the named operator (**What grants WVHWA any right to control any property?**) of the Weber Valley Heights water system (**How did the system become Weber Valley Heights water system?**) (hereinafter "Water System"), and is regulated under a permit to operate issued by the Department of Environmental

Health ("DEH"). The Water System is permitted (**illegally**) as State Small Water System, which is a community water system that serves less than 15 service connections, and is regulated under California Code of Regulations Title 22. DEH records list the well on your property, located at 44100 Ginger Circle, as part of the Water System, and that it has been regulated as such since .1990.

As you have been informed before, DEH's sole responsibility in this matter is to regulate the water quality of the well and the overall operation of the water system as it related to the provision of water to WVHA. DEH is not responsible for determining the existence or nonexistence of easements related to the wells. To the extent that you have any concerns regarding the Water System's claim that it has an easement related to the use of the well on your property, we would advise you to raise those concerns with the Water System and/or WVHA or to seek out your own legal representation. However, if you have -any- questions about the 'water quality and or surface features of the water system please feel free to contact our department as we would gladly discuss those issues.

Regards,

According to Regulation Title 22

**Article 3. State Small Water Systems
§64211. Permit Requirement.**

(c) A change in ownership of a state small water system shall require the submission of a new application.

7/23/2013

Jeff Johnson

RE: Weber Valley Heights Association letter from the County.

What grants WVHWA any right's as an operator to control property it does not own or have a legally binding and documented rights to control?

How did the system become Weber Valley Heights water system?) (hereinafter "Water System"), **WHO OWNS the system)** as a State Small Water System?

“DEH records list the well on your property, located at 44100 Ginger Circle, as part of the Water System, and that it has been regulated as such since 1990.”

The above statement is wrong, they did not even know the permit was for Franko's property until I informed them. I have the email to back my statement.
If it is regulated how come the well and the electric are not permitted? Who dropped the ball?

What Grants WVHA any right to have a provision of water transported across my property from a well that WVHA does not own rights to use?

According to Regulation Title 22

Article 3. State Small Water Systems

§64211. Permit Requirement.

(c) A change in ownership of a state small water system shall require the submission of a new application.

I have asked the County to please provide me any proof that WVHWA has recorded ownership rights. I asked for proof WVHWA owns the pipelines and or property that is appurtenant to land that is not owned by WVHWA as an Association.

They can't provide me any proof of ownership naming WVHWA as an owner because WVHWA does not own the system.

Read the APN # on this permit. It's not the Reed's APN# 571-040-002.

COUNTY OF RIVERSIDE DEPARTMENT OF HEALTH - DIVISION OF ENVIRONMENTAL HEALTH

WELL DRILLING PERMIT

Nº 16245

ALL ELECTRICAL, PLUMBING, MECHANICAL, AND STRUCTURAL REPAIRS AND INSTALLATION SHALL BE DONE UNDER PERMIT FROM RIVERSIDE COUNTY DEPT. OF BUILDING AND SAFETY.

Date February 27, 1990 7723 50
Fee \$50.00 TOTAL 50
CHECK 50
CHANGE 0

This permit is granted on condition that the person named in the permit will comply with the laws, ordinances and regulations that are now or may hereafter be in force.

LOCATION OF PROPOSED WELL _____ ¼ _____ ¼; Sec. 4; T. 7S; R. 1E

PHYSICAL ADDRESS OF WELL 44135 Perryman Lane Community Hemet
APN: 571-030-037-0

NAME Weber valley Heights Assn.
MAILING ADDRESS 44135 Perryman Lane
CITY & STATE Hemet, Ca. 92343

DRILLER L.O. Lynch Well Drilling, Inc.
P.O. Box 1920
Hemet, Ca. 92343

By Charlene Robbins
Charlene Robbins



From Babcock water testing,

On July 2, 2013 a project manager at Babcock made a statement that one of WVHWA water test are from Franko's well.

And Franko's well is currently one of two well locations being tested for WVHWA.

The strange fact is that no well is on Franko's property. In Feb. 1990 a permit was issued for his address. The well Driller's Report shows permit #16245 as being the correct location and Weber Valley is listed as the owner. The problem is the well was actually drilled on my property and not Franko's. The permit APN# is 571-030-037 and physical address 44135 Perryman lane was / are correct for Franko's current location.

The well that was drilled on my property did not have a valid well drillers permit or an electrical permit. No permits related to the well have ever been issued for the well on APN# 571-040-002 other than by DEH to WVHWA as a state small. A note worthy fact is the Association did not own any legally recorded rights to make use of APN 571-040-002 so how did they get a permit as a state small?

L.O. Lynch Well Drilling & Supply

Used permit #16245 to drill on APN# 571-040-002 and as per invoice #92-284 Lynch Well installed the New Well pump, pipe and electrical line as was written and invoiced.

- June 12, 1992

Document Overview.

- Who conveyed the Grant of Easement rights?
- What ownership right is by grants or deeds?
- Currently what wells are permitted and who owns them?
- What are the established & recorded time lines?
- When was the first WVHWA well record established?
- What property address was involved then?
- Who owned the property then?
- How are the WVHWA 1973 bylaws valid by law?
- Who granted entitlement rights to WVHWA?
- What legal document granted WVHWA any legal rights to control anything?

The fact's provide the truth.

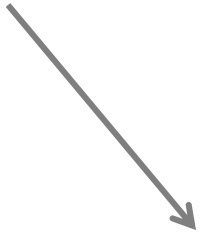
- WVHWA was issued a well drillers permit for APN# 571-030-037 not APN#571-040-002 (The Reed's)
- Three easement's exist, one from 1985 another in 1990 the last was in 1993.
- No recorded record conveyed Grant of Easement right's to WVHWA.
- Reed's well was not legally permitted and remains illegally electrified.
- In the early 1970's WVHWA was established.
- WVHWA 1973 bylaws falsely claimed ownership of two wells.
- The board had claimed ownership to property they did not own.
- Jack Perryman actually owned one of the well's back then.
- Jack's well ownership right's remained his.
- No Grant to WVHWA was ever recorded in the Riverside County Recorder's official records between 1968 and 2013 granting legal entitlement rights to WVHWA for use of the Reed's property.
- Therefore the question remains, "what legal document provides WVHWA any "legal rights" to control property not owned , rented or leased by WVHWA as a standalone Association?"
- Who are the members as described in the bylaws?
- The so called current board of WVHWA wrote "the two grant's of easements" "they deal with ownership of the wells". That is a true fact and WVHWA is not named as a benefactor or grantee's within any of the Grant of Easement document's.

Record number
March 15, 1985



53702

This does not grant
Best, Best & Krieger any
rights to use the easement.



LAW OFFICES OF
BEST, BEST & KRIEGER
4200 ORANGE STREET
RIVERSIDE, CALIFORNIA 92506

1 When Recorded Mail To:
2 Best, Best & Krieger
3 4200 Orange Street
4 Riverside, California 92506
5 Attention: Meredith A. Jury

RECEIVED
MAR 15 1985

MAR 15 1985
Recorded in Official Records
of Riverside County, California
William E. Gandy
Recorder

17/8

GRANT OF EASEMENT

6 This deed for grant of easement made March, 1985,
7 by Charles E. Reed, Jr., grantor, to Delbert Kelley and
8 Susan Kelley, Paul Klausning and Esther Klausning, Howard W.
9 Keil and Barbara A. Keil, Robert Franko, Jr. and Deborah
10 St. Pierre, Charles Campbell and Joann Campbell, Earl
11 Blackwelder and Adele Blackwelder, Arnold Popp, Wilson
12 Cantrell and Lorine Cantrell, Elster Wood and Charlotte
13 Wood, Claudine Deasy Burkhardt, Edith Gilchrist and Gilbert
14 and Norma Gaston, grantees.

15 Grantor, for valuable consideration, hereby grants
16 to grantees an easement for the drilling, construction,
17 installation, equipping, operation, use, maintenance and
18 repair of a water well and for the construction, reconstruction,
19 installation, replacement, removal, repair, operation,
20 and maintenance of pipelines and pumps for the transmission
21 and conveyance of water, and for ingress and egress in
22 connection with the exercise of any of the foregoing rights;
23 said easement being described as follows:

24 A circle of land, 30 feet in
25 diameter, surrounding an existing well
26 located in the South East corner of that
27 portion of the Northwest Quarter of the
28 Southwest Quarter of Section 4, town-

Record number

53702

Where is Weber Valley Heights Water Association mentioned anywhere on or in this legally recorded document that was drafted by the law office of Best, Best & Krieger?

LAW OFFICES OF
BEST, BEST & KRIEGER
4800 ORANGE STREET
FOOT OFFICE SUITE 1000
RIVERSIDE, CALIFORNIA 92503

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ship 7 South, Range 1 East, San Bernar-
dino Base and Meridian more particularly
described as Parcel 4 as shown on map on
file in Book 53, page 40 of Records of
Survey in the office of the County
Recorder of Riverside County.

This easement shall be for the benefit of and as an
easement appurtenant to the land in the County of Riverside,
State of California, more particularly described in Exhi-
bit "A," attached and incorporated.

IN WITNESS WHEREOF, grantor has executed this deed
on the above-stated date.

Charles E. Reed Jr
CHARLES E. REED, JR.

State of California)
County of Riverside) ss

On March 7, 1985, before me, the undersigned, a Notary
Public in and for said County and State, personally appeared
CHARLES E. REED, JR., known to me to be the person whose
name is subscribed to the within instrument and acknowledged
that he executed the same.

M. J. Collins
Signature of Notary



Record number
Current benefiting
properties list,

Jeff Hall

Beverly Heath

LAW OFFICES OF
BEST, BEST & KRIEGER
4300 ORANGE STREET
PORT ORANGE, FLORIDA 32127

53702

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EXHIBIT "A"

DELBERT KELLEY AND SUSAN M. KELLEY, husband and wife, as
Joint Tenants.

Parcel 4 of Record of Surveys recorded January 24,
1969 as shown by Map on file in Book 53, page 53 of
Record of Surveys, Records of Riverside County,
California.

PAUL D. KLAUSING AND ESTER C. KLAUSING, husband and wife as
Joint Tenants.

Parcel A:

Parcel 4, as shown on Record of Survey, recorded
January 3, 1968 in Book 53, page 43 of Records of
Survey, Records of Riverside County, California.
Reserving therefrom non-exclusive easements for
road and utility purposes, 30 feet wide along the
North and East lines of said land; 15 feet wide
along the South and West lines of said land; and 30
feet wide over an existing road where it crosses
over said loan.

Parcel B:

Non-exclusive easements for road and utility
purposes, not less than 30 feet wide, from East
Benton Road to Parcel A described hereinabove.

Lee Johnson →

53702

1 HOWARD W. KELL AND BARBARA A. KELL, husband and wife as
2 Joint Tenants.

3 Parcel 2 of Record of Survey on file in Book 53,
4 page 51 of Record of Survey, Records of Riverside
5 County, California.

Bob Franko →

6 ROBERT JOSEPH FRANKO, JR. AND DEBORAH ST. PIERRE, as Joint
7 Tenants.

8 Parcel A:

9 Parcel 3 of Record of Survey 53/47, Riverside
10 County. (5.38 acres)

11 Parcel B:

12 Non-exclusive easements for roads and utilities not
13 less than 30 feet wide over existing roads from
14 East Benton Road to Parcel A hereof.

Greg Reed →

LAW OFFICES OF
BESS, BENT & KRUEGER
14000 ORANGE STREET
P.O. BOX 1044
RIVERSIDE, CALIFORNIA 92502

15 CHARLES E. CAMPBELL AND JO ANN CAMPBELL, husband and wife as
16 Joint Tenants.

17 That portion of the Northwest quarter of the South-
18 west quarter of Section 4, Township 7 South, Range
19 1 East, San Bernardino Meridian, according to the
20 Official Plat thereof, shown as Parcel 2 on a
21 Record of Survey Map on file in Book 53, page 40 of
22 Record of Surveys, Riverside County Records.

Martha Morales →

23 EARL BLACKWELDER, a married man as his sole and separate
24 property.

25 Parcel 1:

26 That portion of the Northwest quarter of the South-
27 west quarter of said Section 4, Township 7 South,
28 Range 1 East, San Bernardino Base and Meridian,

Continue list

53702

Martha Morales →

LAW OFFICES OF
BETZ, BEST & KRIEGER
4200 ORANGE STREET
PO BOX 1028
RIVERSIDE, CALIFORNIA 92504

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described as follows:
Beginning at the Northwest corner of the Southwest quarter of said Section 4; thence Southerly along the Westerly line of the Southwest quarter of said Section 4, a distance of 590.02 feet, more or less, to the Southwest corner of the land conveyed to the Owners of Record by Deed recorded January 19, 1970, as Instrument No. 4992 of Official Records of Riverside County, California; thence North 89°33,00" East, along the Southerly line of said land conveyed to the Owners of Record, 330.33 feet; thence North 1°12'58" West, 684.05 feet to the Northerly line of the Southwest quarter of said Section 4; thence South 89°45'52" West along the Northerly line of the Southwest quarter of said Section 4, distance of 330.32 feet to the point of beginning;
Reserving therefrom non-exclusive easements for road and utility purposes 30 feet wide along the South and West lines and 15 feet wide along the North and East lines.
Parcel 2:
Non-exclusive easements for road and utility purposes, 30 feet wide, from East Canyon Road to Parcel 1 described hereinabove.

Gary Boer →

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RONALD FREDRICK POPP, a single man.

Parcel A:

Parcel 3, as shown on Record of Survey recorded January 13, 1968 in Book 53, page 43 of Records of Survey, Records of Riverside County, California; Reserving therefrom non-exclusive easements for road and utility purposes 15 feet wide along the East, South and West lines, and 30 feet wide along the North line of said property.

Parcel B:

Non-exclusive easements not less than 30 feet wide, with the right to convey same for road and utility purposes from East Benton Road to Parcel A described hereinabove.

WILSON CANTRELL AND LORINE CANTRELL, husband and wife as Joint Tenants.

That portion of Parcel 1 as shown by map on file in Book 53, page 53 of Records of Survey in the office of the County Recorder of Riverside County; being more particularly described as follows:

Beginning at the Southwest corner of Parcel 1, said point being the West Quarter corner of Section 4, said point also being the true point of beginning; thence North 1°12'11" West 394.82 feet along the West line of Parcel 1; thence North 89°45'36" East, 330.71 feet to the east line of Parcel 1; thence South 1°13'00" East, 394.84 feet along the east line of Parcel 1 to the Southeast corner of

LAW OFFICES OF
BEST, BEST & KRUEGER
4600 ORANGE STREET
PORT ORCHARD, WASHINGTON
RIVERSIDE, CALIFORNIA 92502

Lee Smith →

53702

Dan Spears →

Lee Smith →

Bob Franko →

LAW OFFICES OF
BEST, BEST & KRUEGER
ALSO CHARLES STREET
FLOOR OFFICE SUITE 1024
RIVERSIDE, CALIFORNIA 92502

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Parcel 1; thence South 89°45'52" West, 330.82 feet along the South line of Parcel 1 to the true point of beginning.

ELSTER L. WOOD AND CHARLOTTE WOOD, husband and wife as Joint Tenants.

Parcel 1 of Record of Survey, as shown by map recorded in Book 53, page 53, Records of Survey, Riverside County, California.

CLAUDINE DEASY BURKHART, a widow.

Parcel A:

Parcel 1, as shown on Record of Survey, recorded January 20, 1969 in Book 53, page 51 of Records of Survey, Records of Riverside County, California; Reserving therefrom non-exclusive easements for road and utility purposes 30 feet wide along the West line and 15 feet wide along the North, East and South lines.

Parcel B:

Non-exclusive easements for road and utility purposes, not less than 30 feet wide, from East Benton Road over existing roads to Parcel A described hereinabove.

MARVEL E. GILCHRIST AND EDITE B. GILCHRIST.

Parcel A:

Parcel 2 of Record of Survey 53/47, Riverside County, State of California.

Parcel B:

Non-exclusive easements for roads and utilities not

Cody Bush



53702

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less than 30 feet wide over existing roads from East Benton Road to Parcel A hereof.

GILBERT G. GASTON AND NORMA P. GASTON.

Parcel A:

Parcel 3 of Record of Survey 53/40, Riverside County. (5.13 acres)

Parcel B:

Non-exclusive easements not less than 30 feet wide for roads and utilities from East Benton Road to Parcel A hereof.

LAW OFFICES OF
BEST, BEST & KRUEGER
4200 ORANGE STREET
PO BOX 10218
RIVERSIDE, CALIFORNIA 92502

When Recorded Mail To:
Is exactly that "mail to when recorded"

Why would this Grant
rights to
Weber Valley Heights?

The fact is, it doesn't.

Deed for grant of
easement by Charles
and Joann Campbell,
to "The named
parties" AKA Grantees.
Where is Weber Valley
Heights after the word
"TO" ?

The fact is the right
itself shall remain my
property to enjoy
without interruption
or trespass by another.

191167

WEBER VALLEY HEIGHTS
NON-PROFIT ASSOCIATION
44135 PERRYMAN LN
HE NET, CALIF

GRANT OF EASEMENT

This deed for grant of easement April 12, 1990, by Charles Campbell

and Joann Campbell, to, Paul and Esther Klausung, Pat Kessler,
Robert Franko and Deborah St. Pierre, Leroy and Janice Smith, Don
and Sue Leuschen, Ronald and Alicia Leuschen, Earl and Adele
Blackwelder, Gilbert and Norma Gaston, George and Mary Harris,
Darren and Susan Moore, grantees. RJF

Grantor, for valuable consideration, hereby grants to
grantees an easement for the drilling, construction, installation,
equipping, operation, use, maintenance and repair of a water well
and for the construction, reconstruction, installation, re-
placement, removal, repair, operation, and maintenance of pipe-
lines and pumps for the transmission and conveyance of water,
and for ingress and egress in connection with the exercise of
any of the foregoing rights; said easement being described
as follows:

A circle of land, 30 feet in Diameter, surrounding
the well location on the south side of,
that portion of the Northwest quarter of
the Southwest quarter of Section 4, Town-
ship 7 South, Range 1 East, San Bernardino
Meridian, according to the Official Plot
thereof, shown as Parcel 2 on a record of
Survey Map on file in Book 53, page 40 of
Record of Surveys, Riverside County Records.
Rights of the public in and to that portion
of the herein described land lying within
public roads.

An easement, 30 feet in width, for road purposes,
with the right to convey to other, over and across
that portion of a roadway commonly known as
East Benton Road, as disclosed by mesne deeds
of record. A declaration of Dedication for
public road, public utility and incidental
purposes, recorded March 18 1971, as Instrument
no. 2781. Affects: The South 30 feet of said land.

This easement shall be for the benefit of and as an
easement appurtenant to the land in the County of Riverside,
State of California, more particularly described in Exhibit
"A", attached and incorporated.

RECEIVED FOR RECORD
AT 3:30 O'CLOCK A.M.

MAY 24 1990
Recorded in Official Records
of Riverside County, California
By *William P. [Signature]*
Recorder

GRANT OF EASEMENT

On 4-13-1993 this document was re-notarized prior to recording.

THIS DEED FOR GRANT OF EASEMENT 9-11, 1992, BY RONALD MARK LEUSCHEN TO EARL BLACKWELDER, CHARLES AND JOANN CAMPBELL, ROBERT FRANKO, GILBERT AND NORMA GASTON, DAVID AND DARLENE MADSEN, PAUL AND ESTHER KLAUSING, PAT KESSLER, DONALD AND SUE LEUSCHEN, DARRIN AND SUSAN MOORE, LEROY AND JANICE SMITH, DEBBIE ST. PIERRE.

This is who initially owned the rights.

GRANTOR, WITHOUT CONSIDERATION, HEREBY GRANT TO THE GRANTEE AN EASEMENT FOR CONSTRUCTION, INSTALLATION, EQUIPPING, OPERATION, USE, MAINTENANCE, AND REPAIR OF WATER TANK AND FOR CONSTRUCTION, RECONSTRUCTION, INSTALLATION, REPLACEMENT, USE, REMOVAL, REPAIR, OPERATION, MAINTENANCE OF PIPELINES AND PUMPS FOR TRANSMISSION AND CONVEYANCE OF WATER, AND FOR INGRESS AND EGRESS IN CONNECTION WITH EXERCISE OF ANY OF THE FOREGOING RIGHTS; SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

What the uses shall be.

THE SECTION OF LAND CURRENTLY DESCRIBED AS A NON-EXCLUSIVE EASEMENT FOR ROAD AND UTILITY PURPOSES, 15 FEET WIDE ALONG THE EAST LINE OF THAT PORTION OF PARCEL 1 AS SHOWN BY MAP ON FILE IN BOOK 53, PAGE 53 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY; BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1, SAID POINT BEING THE WEST QUARTER CORNER OF SECTION 4, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 12° 11' WEST 394.82 FEET ALONG THE WEST LINE OF PARCEL 1; THENCE NORTH 89° 45' 36" EAST, 330.71 FEET TO THE EAST LINE OF PARCEL 1; THENCE SOUTH 13° 00" EAST, 394.84 FEET ALONG THE EAST LINE OF PARCEL 1 TO THE SOUTHEAST CORNER OF PARCEL 1; THENCE SOUTH 89° 45' 52" WEST, 330.82 FEET ALONG THE SOUTH LINE OF PARCEL 1 TO THE TRUE POINT OF THE BEGINNING, UNDERSTANDING THAT NO ABOVE GROUND "ANYTHING" WILL BE PLACED ON OR IN THIS EASEMENT, EXCEPT THE WATERTANK ITSELF EXCEPT BY NEW GRANT.

The key words here are "NON-EXCLUSIVE" For road and "UTILITY PURPOSE"

This area describes the location of the easement

Limited use statement.

THIS EASEMENT SHALL BE FOR THE BENEFIT OF AND AS AN EASEMENT APPURTENANT TO THE LAND IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED AND INCORPORATED.

The benefit is "Appurtenant to the land."

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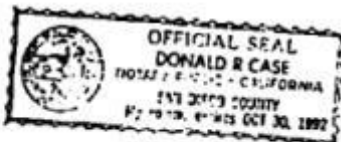
IN WITNESS WHEREOF, grantor has executed this deed
on the date stated.

RONALD MARK LEUSCHEN

RENOTARIZED 4-13-93

Ronald mark Leuschen

On Sept. 11, 1992 before me, the under signed, a notary
public in and for the county and state personally appeared
Ronald Mark Leuschen, known to me to be the person whose
name is subscribed to within instrument and acknowledged that
he executed the same.



Signature of Notary Public

(NOTARY SEAL)

For quick reference I have included and quoted the California CIVIL CODE SECTION 654 657, and 658.

654. The ownership of a thing is the right of one or more persons to possess and use it to the exclusion of others. In this Code, the thing of which there may be ownership is called property.

657. Property is either:

1. **Real or immovable**; or,
2. **Personal or movable**.

658. Real or immovable property consists of:

1. **Land**;
2. **That which is affixed to land**;
3. That which **is incidental or appurtenant** to land;
4. That which **is immovable by law**; except that for the purposes of sale, emblements, industrial growing crops and things attached to or forming part of the land, which are agreed to be severed before sale or under the contract of sale, shall be treated as goods and be governed by the provisions of the title of this code regulating the sales of goods.

- **Sec. B11-133. Operational requirements.**

Any person who operates a state small water system must provide a permanent, reliable, continuous and adequate supply of pure, wholesome, and potable water.

Nicoll v. Rudnick, Cal: Court of Appeal, 5th Appellate Dist. 2008

"Under the general rule that rights and appurtenances that ordinarily pass with a conveyance of land pass to a purchaser on foreclosure, an appropriative water right is included in a sale under foreclosure ... [even though] not mentioned in the foreclosure proceedings." (62 Cal.Jur.3d, supra, Water, § 551, p. 685, fn. omitted.)

Moreover, because water rights are considered appurtenant to the land, they are presumed transferred with the land absent an express reservation. (Stanislaus Water Co. v. Bachman, supra, 152 Cal. at p. 724 [**water right "an incident of the land and would pass as such by a conveyance of the land, without express mention and without any reference thereto"**]; Trask v. Moore (1944) 24 Cal.2d 365, 371 [a conveyance of land upon a foreclosure must carry with it a water right appurtenant to the land]; Harper v. Buckles (1937) 19 Cal.App.2d 481, 485-486.)

This language of the 1902 judgment comports with established law in California that **once such water rights** are acquired, they become appurtenant to land. "**The concept** of an appropriative **water right is a real property interest incidental and appurtenant to land.**" (*Fullerton v. State Water Resources Control Bd.* (1979) 90 Cal.App.3d 590, 598; see also *Inyo Cons. Water Co. v. Jess* (1911) 161 Cal. 516, 520.) The following quotation from *Stanislaus Water Co. v. Bachman* (1908) 152 Cal. 716, 726-727, leaves no room for doubt that such rights are appurtenant to and run with the land:

Nicoll v. Rudnick, Cal: Court of Appeal, 5th Appellate Dist. 2008 continued,

"The right in water which has been diverted into ditches or other artificial conduits, for the purpose of conducting it to land for irrigation, **has been uniformly classed as real property in this state.** 'The right to water must be treated in this state as it has always been treated, as **a right running with the land** and as a corporeal privilege bestowed upon the occupier or appropriator of the soil; and as such, has none of the characteristics of mere personality.' [Citation.] The right to have water flow from a river into a ditch is real property; and so also is the water while flowing in the ditch. [Citation.] A wrongful diversion of water flowing in a ditch is an injury to real property. [Citation.] The right to take water from a river and conduct it to a tract of land is realty. [Citation.] **The right to have water flow through a pipe from a reservoir to and upon a tract of land is an appurtenance to the land.** [Citation.] **An undivided interest in a ditch and in the water flowing therein is real property.** [Citation.] A ditch for carrying water is real estate. [Citations.] And where one person has water flowing in a ditch and another has the right to have a part of such water flow from the ditch to his land for its irrigation, the right of the latter is a servitude upon the ditch and is real property. [Citation.] So, in the case at bar, the right of Threlfall and his successor, Bachman, under the agreement, to have the water flow from the plaintiff's canal through the lateral ditch to the land, for its irrigation, is a servitude upon the ditch and upon the canal, **an appurtenance to the land, and is real property."**

This is exactly what I have said over and over.

All of the pipelines run appurtenant embedded is real property that the Association did not and does not own, rent or lease. According to the Association the pipelines were in place in the late 1960's. So how does WVHWA now own pipelines without ownership title or grant of easement rights to the land?

Trask v. Moore, 24 Cal. 2d 365 - Cal: Supreme Court 1944

Thus upon both reason and authority the water distributing system here in question was appurtenant to the Ealey lots upon which the pumping works were located. [2] As a general rule, a conveyance of property carries with it by implication all incidents rightfully belonging to, and essential to the full enjoyment of, such property at the time of conveyance. (26 C.J.S. 106, p. 386, et seq.) In this state, under authority of section 1084 of the Civil Code, incidents and appurtenances to lands pass with a transfer thereof unless expressly excepted. (9 Cal.Jur. 152, p. 286.)



This is the CA legal code verbatim.

CIVIL CODE

SECTION 1084-1085

1084. The transfer of a thing transfers also all its incidents, unless expressly excepted; but the transfer of an incident to a thing does not transfer the thing itself.

1085. A present interest, and the benefit of a condition or covenant respecting property, may be taken by any natural person under a grant, although not named a party thereto..

SECTION 1084-1085 Now let's look at how the code can be applied.

1084. The transfer of a thing (**a Grant Deed**) transfers also all its incidents (**easements**), unless expressly excepted; but the transfer of an incident (**grant of easement**) to a thing (**appurtenant to land**) does not transfer the thing (**the well**) itself.

1085. A present interest, and the benefit of a condition or covenant respecting property, may be taken by any natural person under a grant (**as in, you may use my property today**), although not named a party thereto. (**as in, recorded by grant**)

Timeline leading to the discovery of current known fact's.

Ronald Leuschen provided land owners an Appurtenant Grant of Easement for a water tank and road.

- September 11, 1992

Charles Campbell sold his property to the Gladstone's

- April 13, 1995

Gladstone's sold to the Reed's.

- April 2007

Deborah St Pierre invited Greg Reed to a meeting at Alec Harshey's Law Office

- July 2010

WEBER VALLEY HEIGHTS ASSOCIATION

Dear members,

7-7-2010

I'm letting members know the current status of the problem I called most of you about.

A member is using Weber Valley Water, commercially.

I reviewed past minutes, because this has been discussed at one of our meetings. On 3-23-2002, Janis Smith asked to clarify the domestic water use. It was stated that by unanimous agreement that the wording would stand should any issues arise regarding commercial and/or agricultural use.

As most of you know, I also spoke to a lawyer regarding this matter. He said that Weber Valley needs a "Water Use Agreement." Our by-laws that state domestic use only isn't enough. Weber Valley needs to outline exactly how members want the water used. Then it is a good idea to all sign it and record it. So it always stays in place for now and the future.

I would like members to come up with their wishes of how our water is to be used. A meeting should then be called so we can finalize our "Water Use Agreement". We need to take care of this matter as it is of up most importance.

Thank You

Deborah St. Pierre
President



Law Office

In this letter Deborah failed to mention that Alec, of Alec Harshey Law Office located at 901 S State St Hemet, CA who is an Attorney told both Deborah St Pierre and Greg that the association does not own any right to use or control the use of the wells.

In the parking lot of the law office Deborah asked Greg not to share the fact that the association was not set up correctly and was without any legally recorded rights as an Association.

Knowing she was willing to lie is what started the Association investigation leading to this point in time.

To the left is a copy of her letter to the easement rights owners. It provides proof she knew the Association does not own the wells and it had no right to enforce anything related to water use from the wells.

“Our by-laws that state domestic use only” the word “only” is not in the by-laws. Deborah St Pierre who’s term in office had expired in 2006 continued making up stuff to fulfill her illegal desires. Like, she was elected as representation back in 2004 her term was for 2 years not 8 years. From 2005 to 2012 the Association failed to have one elections or meeting. In the next slide we will see how the word “only” comes into play.

We need to read between her lines of deception.

This was made up

Dear Members,

The quantitative value test has been done. Past tests, along with this most recent test have shown that we have a limited water supply. We get 2 gallons a minute from Well #1 at the tank and 5 gallons a minute from Well #2 at the tank. Being our wells can't pump 24 hours a day as to limited water supply in the well casings, we have enough water for domestic use only. That is why the original members who formed Weber Valley Heights Association wrote the by-laws to read domestic use only. We need to respect our by-laws. If one member uses the water commercially, it is unfair to the rest of us. This member is making lots of money off our water. We can't allow one member this privilege, it is an unfair practice since we are all equal partners in the well system.

As your President, I feel it is my duty to resolve this matter as quickly as possible. I'm asking members to vote at this time to determine if the by-laws are to be up-held. If members vote to up-hold the by-laws we must also determine what to do about the member who is using the water commercially. Do we temporarily disconnect water to member until plants are gone? We need to come together and vote and make our decision right away.

I'm also working on a sample water use plan that we can vote on and decide how best to use our water and record it, so this problem won't come up again. I'm sending a ballot and asking members to vote immediately to resolve this problem. Remember majority votes received will determine the outcome. I'm also enclosing a copy of our by-laws.

This statement is proof, it was not about water. It was about who might be making money.

The fact's speak for themselves.

Her term of president had expired in 2006.
 She failed to call annual meetings.
 And the Association ceased to function in structure as of 2006.

Thank You

Deborah St. Pierre
 President

Starting the timeline

On 6-20-1969 Jack Perryman bought lot 53/43 par 1 consisting of five acres.

Some of the local property owners later formed a water piping system starting at his well.

WVHWA was formed sometime in the 1970's

Homeowners file lis pendens

- 1982

A Grant of easement was legally recorded

- 1985

Permit timeline activities.

A permit to drill a well was issued to **WVHWA as owners of parcel 571-030-037 permit # 16245**

- February 26, 1990

WVHWA without a permit or rights did contract and order a well be drilled by L.O. Lynch Well on APN #**571-040-002**

- April, 1990

Charles Campbell **did not sign** a Grant of Easement benefiting Weber Valley Heights Water Association any rights to **parcel 571-040-002.**

- April 13, 1990

L.O. Lynch Well Drilling & Supply

Invoice #92-284 installed the New Well pump, pipe and electrical line.

- June 12, 1992

Greg Reed filed a title insurance claim but fore the illegal activity of trespass by one WVHWA. The Association is asserting rights as Weber Valley Heights Water Association and as a whole and/or in part WVHWA does not own any right of use to the Reed's property real or personal
What legally recorded rights of use of APN #571-040-002 does WVHWA have?

- 2013



Ronald Leuschen

signed a Grant of Easement to land owners.
and WVHWA was not the benefactor of the Easement rights that run appurtenant to Reed's real property.

- September 11, 1992

Charles Campbell

signed a Grant of Easement to land owners. WVHWA was not a benefactor of Easement rights that run appurtenant in favor of specific land owners.

- April 13, 1990

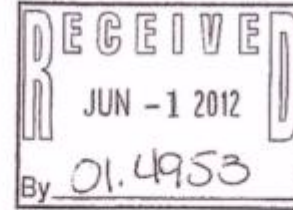
Charles Reed Jr.

provided a Grant of easement WVHWA was not even mentioned as a benefac
Parcel 571-040-004

- 1985 The next slide was a response to my title company.
The document speaks for it's self.

This letter was sent to The Boss Law Firm. They are handling Reed's title insurance claim.

claim # 10-09019345
File No. 4953



May 30 2012

To Whom it may concern,

The Hess property is not legally entitled to use any of the three easements that are related to the Grant's of Easement.

Another example of Deborah's Rules.

I received your letter and discussed it with the president. He asked me to write this letter. We would like to know just exactly what Mr. & Mrs. Reed are claiming. The easements are recorded and have been for years. As far as Weber Valley's membership, it has changed since the easement recordings, of which our minutes reflect. The Hess property was reinstated after all members voted for it, and was done after the easements were recorded. The Hess property is an undisputed member of Weber Valley. There are also three properties that are still recorded on the easement but have not been members of Weber Valley for years. Also why is it any concern to First American Title, regarding Weber Valleys easements and information about our association.

We would like you to respond in writing so we can send it to all members.

Thank You
Deborah St. Pierre
Secretary/ Treasurer
Weber Valley Heights Assn.
44350 Benton Rd.
Hemet Ca. 92544

TO: Megan Boyd
Re: File # 4953

6-18-2012

STATEMENT OF FACTS

Well #1 In the late 1960's, the then ownres of the subject 100 acres caused a well to be dug and pipelines laid to supply water to the entire 100 acres . In 1971, the owners of the property on which the well was located recorded a declaration of dedication # 27181 to the County of Riverside for an easement for public road pupose,including public utility and public services uses. (See Attached) In 1973, the owners of the 100 acres informally organized an association, Weber Valley Heights, whereby they agreed to share expenses of using and maintaining the water system. Since that time all the property owners and their successors in interest have used the easement to Well #1.

Well #2 In the early 1990"s, the owners of the subject 100 acres caused another well to be dug and pipelines laid to supply water to current membership, or property owners with water. The same easement is used for both wells. The use of this easement has been continuous and uninterrupted.

In addition in 1975, The State Small Water Systems, Riverside County started corresponding with Weber Valley Heights Association. In time it was necessary to become a State Small Water System. (current permit attached) The two Grants of Easement, DO NOT state how the water is used, or who are members or who are not members, they deal with the ownership of the wells. The bylaws of Weber Valley Heights Association deal with the details of use, maintance, fees, membership, etc. and are on file with our permit at State Small Water Systems. Accordingly, the water drawn amd stored from the Weber Valley Heights Association water system is subject to the limitations as set forth in the bylaws. In 1973, the Association had 20 parcels in our membership. Now in June 2012 there are only 11 parcels in our membership. Weber Valley Heights Association is a legal State Small Water System and are allowed to police our bylaws. The well houses are both locked as a requirement of State Small Water Systems. The Association must follow The State's requirements to operate.

In conclusion: Weber Valley Heights Association, has furnished a map of easements, Mr. Reed uses the same easement # 27181 to access his property. All of the Grant Deeds of this 100 acres have easement dedications included, # 27177, # 27178, # 27179, # 27180 and # 27181. We provided our permit Which we operate as Weber Valley Heights Association and a statement of facts. We do not feel it was necessary to provide minutes of the first

According to this document back in the late 1960's a well and pipelines was installed on 100 acres. As the real property changed ownership the pipelines embedded within the land also changed ownership. Note this was all prior to WVHWA existence.

A Grant of Easement right legally granted well rights in 1985 and it runs appurtenant the land named in exhibit "A" of the recorded document.

The fact is Weber Valley Heights Water Association (here after WVHWA) is not named one place on the 1985 document as demonstrated in the Grants of easements rights to the land owners.

However on the 1990 Grant of easement by Charles Campbell in the when recorded, "return to" area of the document WVHWA is named as where to return the recorded document.

Charles Campbell did not Grant any rights to WVHWA.

Keep this in mind, "why would someone who does not own an interest in 80 acres North of his property provide a well to the properties owners back in 1971?" \$ or another reason?

TO: Megan Boyd
Re: File # 4953

6-18-2012

STATEMENT OF FACTS

Well #1 In the late 1960's, the then ownres of the subject 100 acres caused a well to be dug and pipelines laid to supply water to the entire 100 acres . In 1971, the owners of the property on which the well was located recorded a declaration of dedication # 27181 to the County of Riverside for an easement for public road pupose,including public utility and public services uses. (See Attached) In 1973, the owners of the 100 acres informally organized an association, Weber Valley Heights, whereby they agreed to share expenses of using and maintaining the water system. Since that time all the property owners and their successors in interest have used the easement to Well #1.

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Where was the wells in 1975?

They deal with ownership of the wells.

What legal documentation transferred the well ownership or management rights to WVHWA?

Where is a lease or rental agreement in favor of WVHWA? Clearly they have written that WVHWA does not own the wells.

The well drillers permit #16245

- It was issued to APN 571-030-+037 Bob Franko and Deborah St Pierre's land.
- To date no permit was issued for the well located on APN # 571-040-002.
- What is it going to take to get a legal permit for the well located at 44100 Ginger Circle?

The permit was not issued for 44100 Ginger Circle.



The well house at
44100 Ginger circle.

But the well was drilled at 44100 Ginger Cir.

COUNTY OF RIVERSIDE
DEPARTMENT OF HEALTH SERVICES
ENVIRONMENTAL HEALTH SERVICES DIVISION
4065 COUNTY CIRCLE DRIVE - P.O. BOX 7600
RIVERSIDE, CALIFORNIA
92513-7600

APPLICATION FOR WELL PERMIT

CK # 397
Permit #
16245

Who wrote the check?

DATE: February 26, 1990

OWNERSHIP:

Owner Name: Weber Valley Heights Assn.
Owner Address: 44135 Perryman Lane
Hemet, CA 92343

DRILLER:

Driller Name: L.O. LYNCH WELL DRILLING & SUPPLY, INC.
Driller Address: P.O. BOX 1920
HEMET, CA 92343

RECEIVED
FEB 27 1990
OK [unclear] [unclear]
2/27/90

LEGAL DESCRIPTION:

1/4 Section 4 Township 7S Range
Assessor's Parcel Number: 571 - 030 - 037 (- 0) (lot 3 - R 53/47)

Note: State law requires that Section, Township and Range be provided on each well permit issued. If you cannot locate this information, Please make sure you fill in the Assessor's Parcel Number as a second source of reference.

PHYSICAL ADDRESS OF WELL
Same as Owner's address above? Yes No (If not the same, fill in the space below.)
ADDRESS/COMMUNITY WHERE WELL IS BEING DUG: _____

How does this permit apply to APN 571-040-002?

PERMIT FEE:

A \$50.00 fee for each well permit is required.

* Please send to the attention of the "Water/Well Desk".

The 1973 bylaws state,
 “Board members shall serve for one year or until no longer land owners in the area served by the water system”.

-
- 1) Jack Perryman
 - 2) Frank Murphy
 - 3) Gladys Murphy
 - 4) Dorothy Armstrong
 - 5) Lorene Cantrell
 - 6) Virgil Stranberg ?
-

The Board was Limited to 6 Members.

The key wording is “or until no longer land owner”
 In order to have the authority and legal foundation of rights to a water delivery system and establish rules for the Association, the board members needed to be land owners conveying rights to the Association.

1. The name of the organization is WEBER HEIGHTS NON-PROFIT ASSOCIATION.
2. The officers shall be President, Vice President, Secretary and Treasurer, all members of the Board of Directors.
3. The Board of Directors shall consist of six (6) members, all elected by majority vote of all members of the organization present at any regular or especially called meeting. Board members shall serve for one year or until no longer land owners in the area served by the water system. Vacancies shall be filled by majority vote of those in attendance at the next regular meeting.
4. The duties of the Officers are as follows:
 - a. The president shall preside at all meetings; co-sign all bank checks; call all special meetings of the Board and members.
 - b. The Vice-President shall serve and act with the full authority of the President in his absence; co-sign all bank checks in the absence of the President or Treasurer.
 - c. The Secretary shall preside in the absence of both the President and Vice-President; keep all records and accounts;; notify all members in good standing of all meetings; notify appropriate members of any special action taken by the membership as a whole or by the Board of Directors.
 - d. The Treasurer shall draw and co-sign all checks for disbursement of funds on order of the Board; receive and deposit all funds in a separate trust account; carry out all orders of the Board acting as a majority in any regular or specially called meeting.

5. The duties of the Board of Directors are as follows:
 - a. To establish all policy matters.
 - b. Control the use of the water system, its maintenance and repair.
 - c. Control, improve and maintain all dedicated roads.
 - d. Set the amounts of all fees.
 - e. Establish means of securing compliance with all directives including the timely payment of all fees.
6. All members of the Board shall serve without pay except the Secretary and Treasurer, the amount of pay to be determined by the Board.
7. Meetings of the Board of Directors shall be held quarterly except as deemed necessary by the President of the Board of Directors. Special meeting shall be called at the direction of the President.
8. Ownership of the water system which consists of two (2) wells shall run with the land and shall provide the total yield of the wells for all members, with consideration of the other members.
9. The use of the water shall be limited to normal and usual domestic use.
10. All water lines shall be installed underground where possible.
11. Check valves shall be installed at the point of take-off by each user at his sole expense.
12. All users shall install a holding tank of not less than five hundred (500) gallons capacity for each five acre lot to be served. (Optional)
13. Failure of any user to pay his share of the pumping, maintenance and repair costs of any part of the water system or to comply with adopted regulations within thirty (30) days after notice has been mailed to him of any charges or

One major question, how is it, if you don't own the thing how do you you have a right to control how the thing is used?

In order to own the wells embedded in real property one needs to own a right of title to the well location.

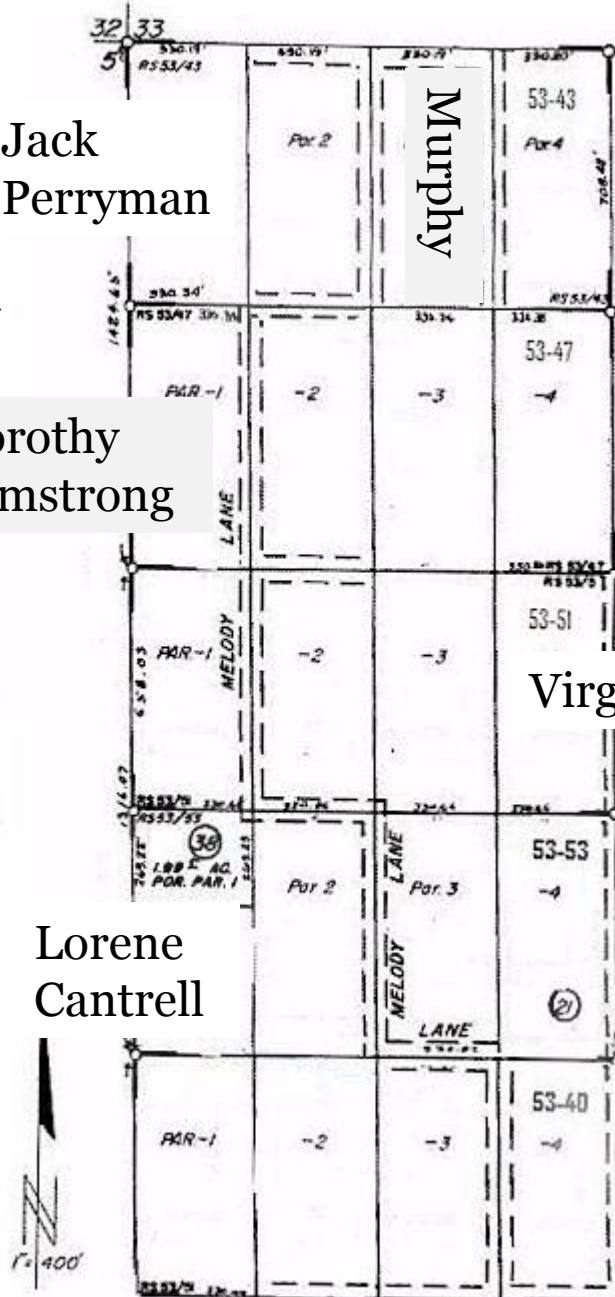
Right from the start WVHWA was flawed.

Jack
Perryman

Dorothy
Armstrong

Virgil Stranberg

Lorene
Cantrell



The 1973 Board of Directors were named as follows.

- 1) Jack Perryman
- 2) Frank Murphy
- 3) Gladys Murphy
- 4) Dorothy Armstrong
- 5) Lorene Cantrell
- 6) Virgil Stranberg

Five properties in total were effected by the Association.

**ARTICLE I
NAME**

Section 1: This organization shall be known as Weber Valley Heights Water Association.

**ARTICLE II
OBJECTIVES**

Section 1: The object of the organization shall be to establish all policy matters and to control the use of the water system, its maintenance and repair.

Section 2: The use of the water shall be limited to normal and usual domestic use.

Section 3: All water lines shall be installed underground where it is possible.

Section 4: Meters and check valves shall be installed at the point of take off by each user at his sole expense and maintained by the user.

Section 5: All users shall install a domestic water storage tank of not less than five hundred (500) gallons capacity for each five (5) acre parcel being served. Tanks should be filled in late evening as not to affect other members water usage.

Section 6: Water shall be tested regularly. **Section 7:** Establish means of securing compliance with all directives including timely payment of all fees including timely payment of all fees.

**ARTICLE III
MEMBERS**

Section 1: The water system consists of three (3) wells, a water distribution piping system and storage tanks and shall provide the total yield to all members. Ownership of this water system shall be held jointly by all members of the association with consideration of the other members. Ownership of the water rights shall remain with the land.

(There are not three wells hooked up) or even easements to three wells.)

**ARTICLE IV
OFFICERS**

Section 1: The officers shall be President, Vice President, Secretary, Treasurer and Maintenance Officer. All officers are elected by a majority vote of members of the association present at any regular or called meeting.

Section 2: Officers shall serve two years or until they are no longer land owners in the area served by the water system. Vacancies shall be filled by majority vote of those in attendance at the next regular meeting. Officers shall serve without pay. (Define next regular meeting)

End Page 1 of 2

What legal document grants this right?

Where is the word only?

What legal document grants ownership of this water system to the Association?

Prior to 2012 the last meeting was held in 2004. As of 2006 WVHWA failed to elected new officers.

Therefore WVHWA failed as an Association.

Section 3: The duties of the officers are as follows:

- a. The President shall preside at all meetings; call all special meetings of the members; and see that meetings are conducted in a proper and orderly manner.
- b. The Vice President shall serve and act with the full authority of the president in his absence.
- c. The Secretary shall preside in the absence of both the president and the vice president; keep all records and accounts; inform members of upcoming meetings; notify members of any special action taken by the membership; and promptly prepare and send minutes of meetings to all members.
- d. The Treasurer shall maintain all financial records of the organization; supervise all disbursement of funds as governed by the membership; send out the water bills promptly after the readings have been received from the maintenance officer, and receive and deposit all funds in a non-interest bearing checking account.
- e. The Maintenance Officer shall monitor, maintain and repair the water system with volunteer and requested help of members; take water meter readings promptly on or after the first day of the month and deliver the readings to the treasurer as soon as possible thereafter.
- f. Any two officers may co-sign checks as needed with one exception: no two (2) members of the same family will have check writing or signing authority.

Article V

MEETINGS

Section 1: Meetings shall be called at the direction of the president or as deemed necessary by the membership.

Section 2: All meetings shall be conducted as governed by Robert's Rules of Order.

Section 3: A majority vote of those present is acceptable for all motions brought to the membership unless it is a stated exception in Robert's Rule, of Order.

Section 4: One vote is allowed per land parcel.

Article VI

Funds of Origination

Section 1: Monthly water usage rates shall be based on pumping, maintenance and repair costs of the water system. When major repairs or upgrades are anticipated, an assessment may be charged if approved by majority vote of all members.

Section 2: Any bill not paid by the next billing date shall be charged a \$5.00 late charge. No bill under \$5.00 shall be dealt with such, Any property owner that is three (3) months delinquent shall be sent a certified letter with intent to terminate service. Service shall be disconnected if payment is not received within 15 days, No meeting is needed to authorize the disconnection, The maintenance officer and one other member will disconnect the service.

Section 3: Due to changing water requirement fees, re hook up charges for terminated members will be \$2,000.00 plus all back maintenance and assessment charges since disconnection. A meeting shall be called to reconnect service.

Section 4: Annual minimum water usage fee will be \$20.00 a year due January 1 of each year beginning January 1, 2003. (Fee due for year prior to payment.)

End Page 2 of 2

Where does “Funds of Origination” state any permit fee’s will be billed as an assessment?

When was the first water test record established?



What property address goes with well #1, well #2 and well #3.

I questioned Babcock water testing facility as to the locations of the wells.

- On July 2, 2013 a Babcock project manager made the statement that Franko's well is one of two that are currently being tested.
- Where is Franko's well was my question?
- When was the first time Franko's well was tested was my following question?
- Who from RCEH did a well inspection on Franko's property and verified that there is a well at his location. Are there RCEH reports related to Franko's well is my current question?
 - Was permit #16245 that was issued on Feb 26, 1990 used to commit fraud and fake a well location?
 - How come there is not a permit for the well on APN# 571-040-002? WVHWA had claimed they owned the well and had the well drilled on parcel 2 as described in Book 53 Page 40 of Riverside official records.
 - A claim of well ownership is clearly written into the bylaws of the association. Have they claimed ownership to something that the Association did not and does not own? Is that a crime?
 - How did WVHWA fool Riverside County into believing the well was owned by the Association?
 - No legally recorded document names WVHWA as the well or real property owner. So how did WVHWA get a permit as a State Small if the easement does not grant a right to incorporate the well as a State Small source of water?

The 100 acres subdivision started with 5 separate owners in 1968. Each owner having a 20 acres. The properties were divided into 4 five +/- acres properties for a total of 20 separate parcels.

No legally recorded **boundaries** exist with any ownership belonging to WVHWA. No right of title to the 60 acres names WVHWA as a right holder. The 60 acres consist of 12 parcels 5 +/- acres ea. WVHWA is not named as a title owner on any parcel or named as having a right on any one or the entire group of parcels.

Another lie.

No such regulated boundary exist.

Not one place in the bylaws does it state control yield.

[Article III of bylaws under members state](#)

“Ownership of the Water rights shall remain with the land”

Denying water for a garden is denying the right of free choice and the domestic use right as stated in the bylaws. AKA **arbitrary discrimination**,

1 California laws. Ms. Heath further seeks recovery based on untenable allegations of elder abuse
2 despite the lack of any evidence to support abusive circumstances.
3 The WVHWA water system draws from a very limited water resource and is a permitted
4 State of California Small Water System. (A true and correct copy of the permit is attached hereto
5 as Exhibit “1.”) The WVHWA water system lacks the capacity to support commercial use by its
6 members. All WVHWA members are therefore charged with the responsibility and obligation to
7 use the water for domestic purposes only. Ms. Heath failed to do that. As discussed fully herein,
8 Ms. Heath’s claims for relief should be denied because there is no evidence to support that I,
9 individually, or the WVHWA has engaged in any wrongful activity by terminating Ms. Heath’s
10 water service because of her use for commercial or irrigation and possibly unlawful purposes.
11
12 **II. Statement Of Facts And Procedural Background**
13 On September 14, 2011, Ms. Heath filed the Complaint against me, individually, seeking
14 recovery of \$7,500.00 on the grounds of (1) fraud; (2) attempted extortion; and (3) loss of rent
15 arising from loss of water for one year between September 2010 through September 2011. Ms.
16 Heath is the owner of the subject property located in an unincorporated area of Riverside County,
17 located at 36040 Happy Hill Lane, Hemet, California (“Heath Property”). I am the owner of
18 certain real property located at 44135 Perryman Lane, Hemet, California (“St. Pierre Property”).
19 The Heath Property and St. Pierre Property lie within the boundaries regulated by the Weber
20 Valley Heights Water Association (“WVHWA”), an association formed by neighboring property
21 owners to regulate the use and yield of water through the water system consisting of three (3)
22 wells, a water distribution piping system and storage tanks. The WVHWA is comprised of ?
23 approximately 60 acres of real property, including approximately eleven parcels contiguous to
24 one another. I am a member and the current President of the WVHWA.
25 Ms. Heath acquired fee title ownership of the Heath Property in or around May 2003,
26 which was previously owned by The Esther C. Klausung Revocable Living Trust. The Heath
27 Property enjoys the benefit of an appurtenant easement granted by Charles E. Reed, Jr., in or
28 around March 1985, which permits Ms. Heath, along with other WVHWA members, an easement
29880 00001 7045955.1 - 2 -
BRIEF OF DEFENDANT DEBORAH ST. PIERRE

The following Plot Maps

are in the order of the date's recorded by the property owners.

- [Virginia Galland](#)
- [Thomas P. & Joanne Johnson](#)
- [Walter C. & Rosemarie Johnson](#)
- [Frank & Eugenia Wilson](#)
- [Robert E. & Dorothy J. Engesser](#)
- [Lee G. & Susan D. Cornett](#)

One very important point is, as per map 53 / 40 Virginia Galland never owned the property or the parcels 1,2, 3, or 4 as noted in Book 53 Page 40. therefore APN 571-040-002 was not part of her subdivision.

RECORD OF SURVEY

OF GOV'T LOT 4 & THE SW¹/₄ OF THE NW¹/₄ OF SEC. 4, T7S, R1E, S.B.B.M.

OCTOBER 1968

WOODROW REMBOLDT

RECORDER'S CERTIFICATE

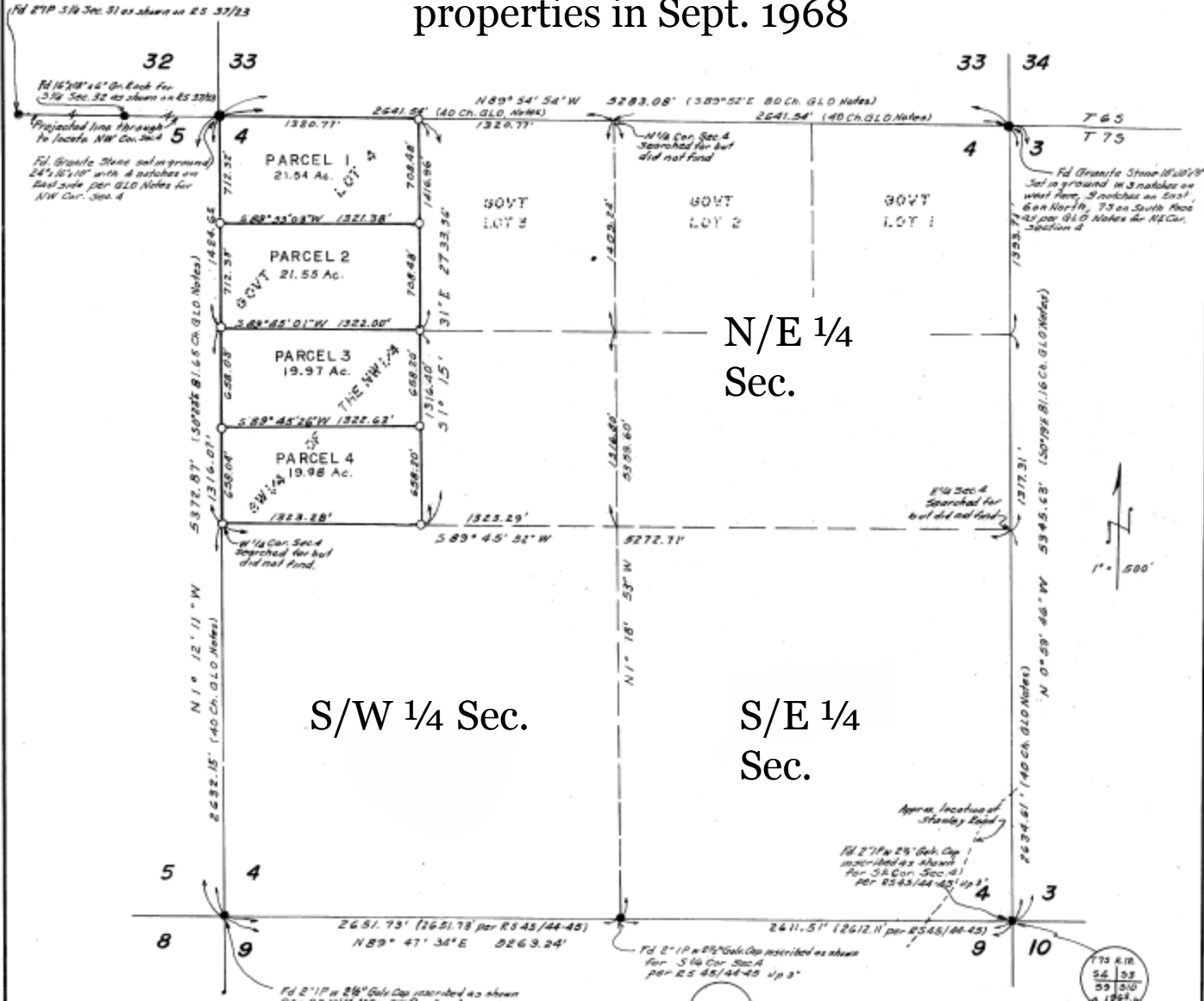
Filed this 3 day of DEC. 1968 at 12:30 p.
in book 53 of Record of Surveys at page 37
at the request of the County Surveyor

W.D. BALOGH
County Recorder

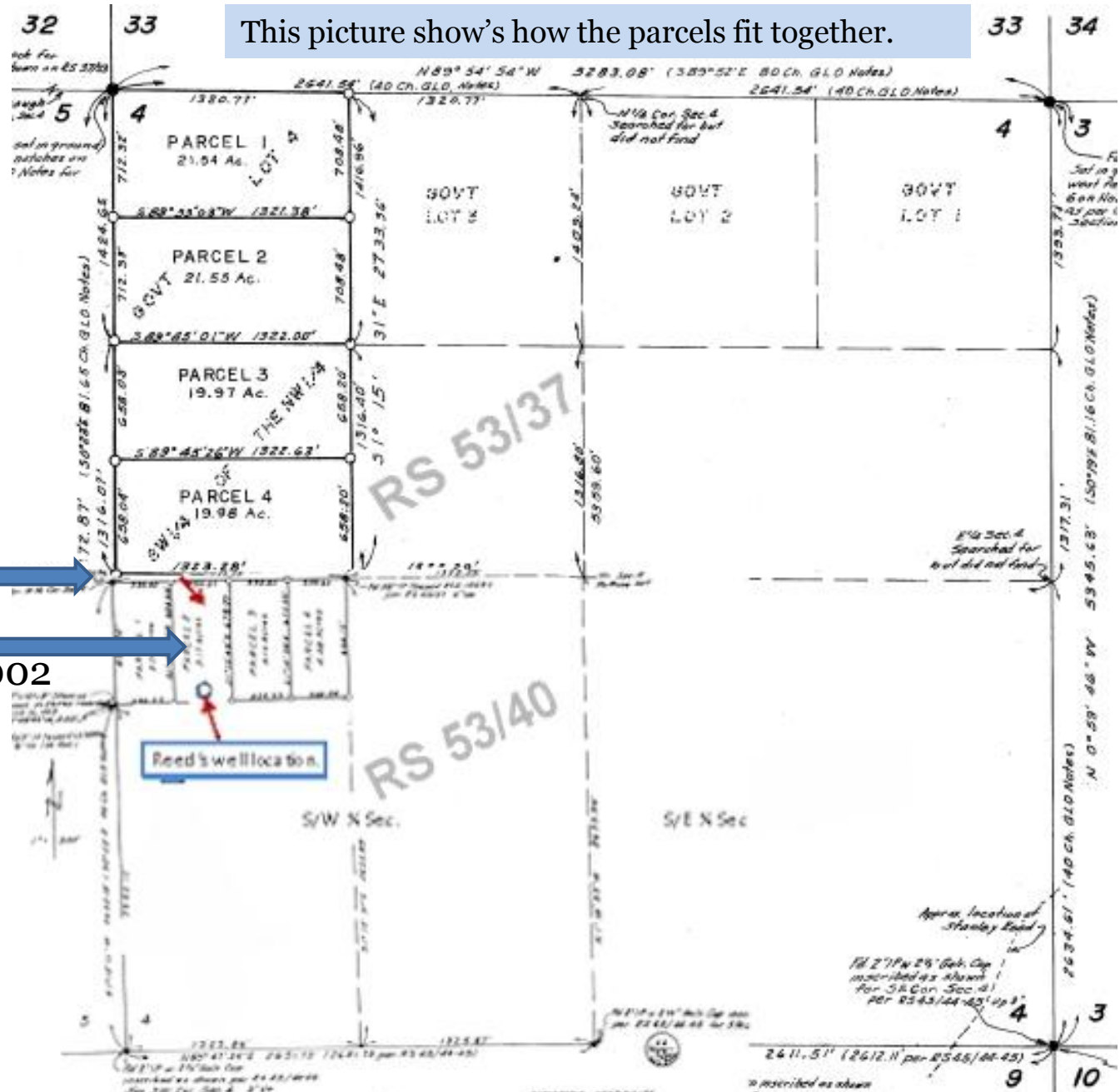
FEE \$ 5.00
NO. 117559

By Deann Blough
Deputy

Virginia Galland divided 80 acres into 4 separate properties in Sept. 1968



This picture show's how the parcels fit together.



Divide line

53/40

APN 571-040-002

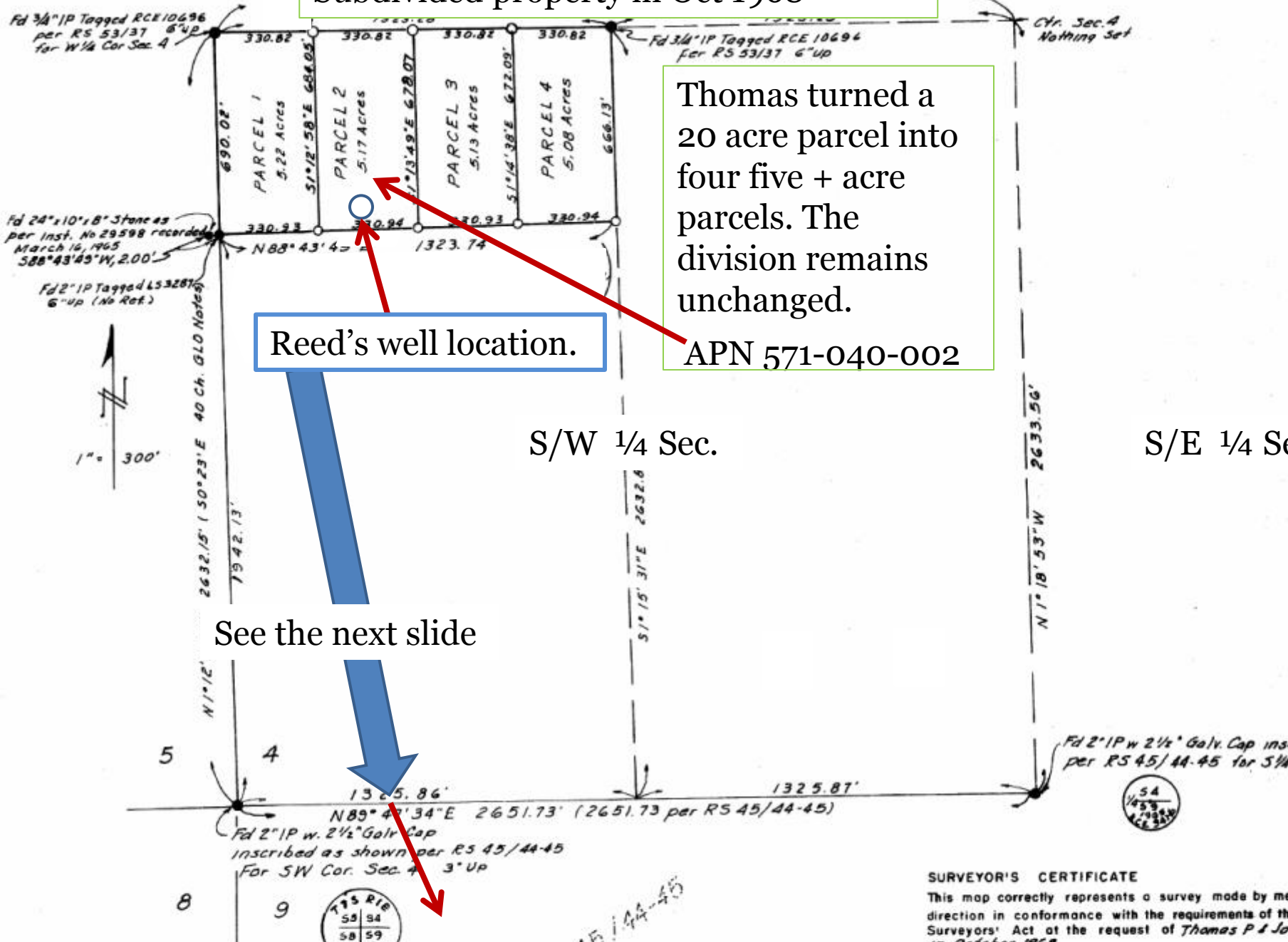
Thomas P. & Joanne Johnson
Subdivided property in Oct 1968

Thomas turned a
20 acre parcel into
four five + acre
parcels. The
division remains
unchanged.

APN 571-040-002

Reed's well location.

See the next slide



Reed's Property

Easement Doc# 191167

Dated May 24, 1990

APN# 571-040-002

44100 Ginger Circle

[Go BACK](#)

Moralas Property

Lamb's Property



330 feet

The well location

Scale 1 line = 30 foot



Private Property

A circle of land
30 feet in diameter,
surrounding the "well" location

180 feet +/-

Ginger Cir.

30 foot

Ginger Cir.

Ginger Cir.



RECORD OF SURVEY

OF THE S 1/2 OF GOV. LOT 4, SEC. 4, T 7 S, R 1 E, S B B & M

January 1968

Woodrow Ramboldt C.E.

RECORDER'S CERTIFICATE

Filed this 9 day of JAN 1968 at 1:10 p.m.
in book 53 of Record of Surveys at page 47
at the request of the County Surveyor

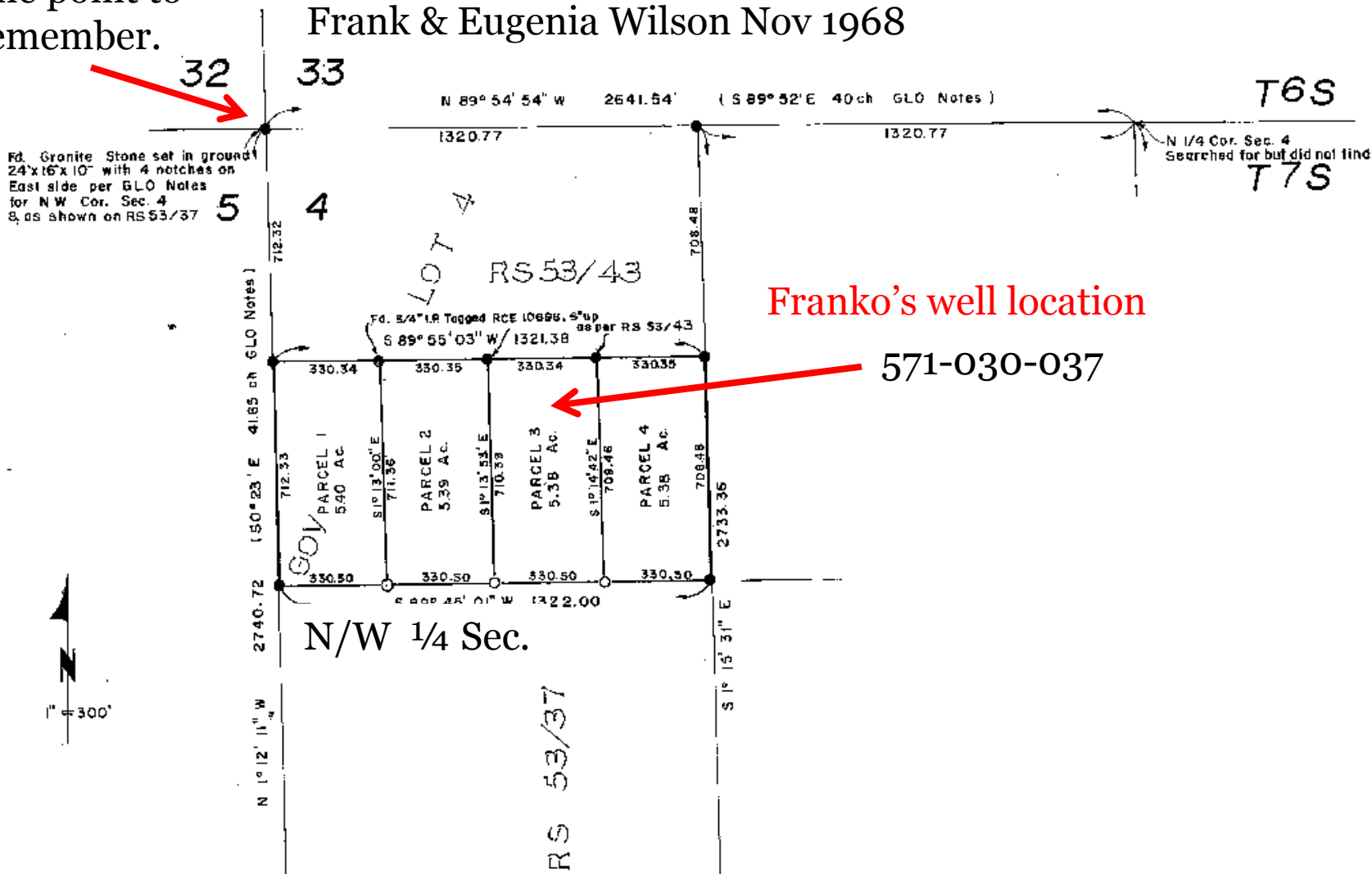
FEE \$ 5.00
NO. 2420

W. D. BALOGH
County Recorder

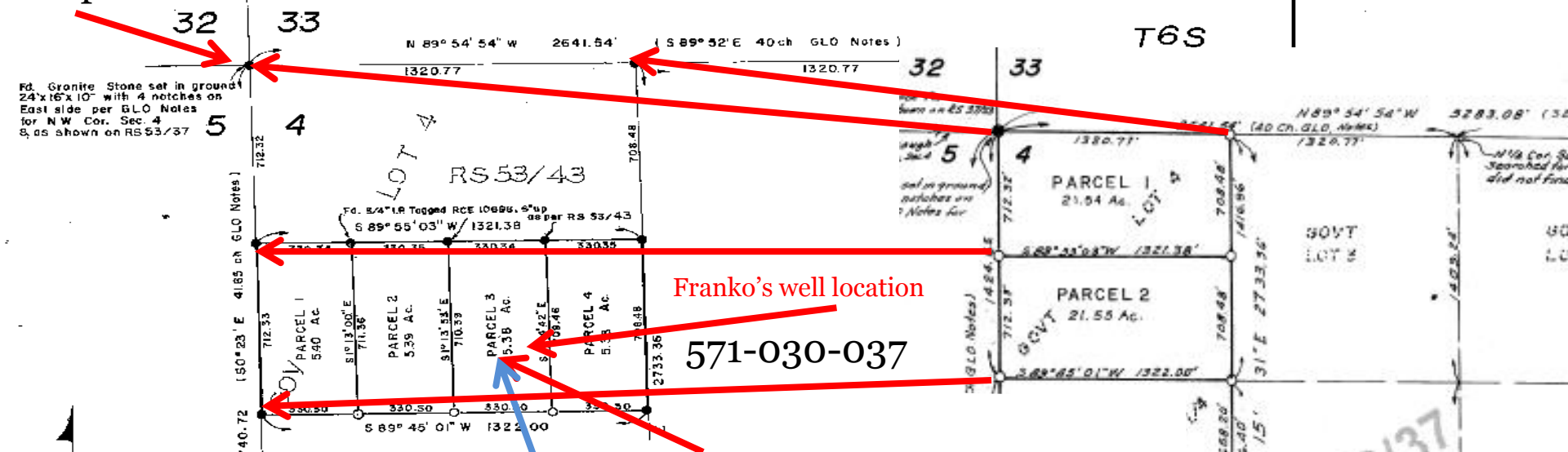
By David B. Vaughan
Deputy

The point to remember.

From Virginia Galland to
Frank & Eugenia Wilson Nov 1968



The point to remember.



When was the well having permit #16245 for this property ever inspected?

How does that permit apply to Reed's property?

The fact is no permit to drill a well was ever issued for APN #571-040-002 coupled with the false ownership claim by Weber Valley Heights Water Association in total may provide proof of an intention to defraud RCEH by filing false information that was provided to RCEH as it was said to be related to property the Association did not own.

My question's are,

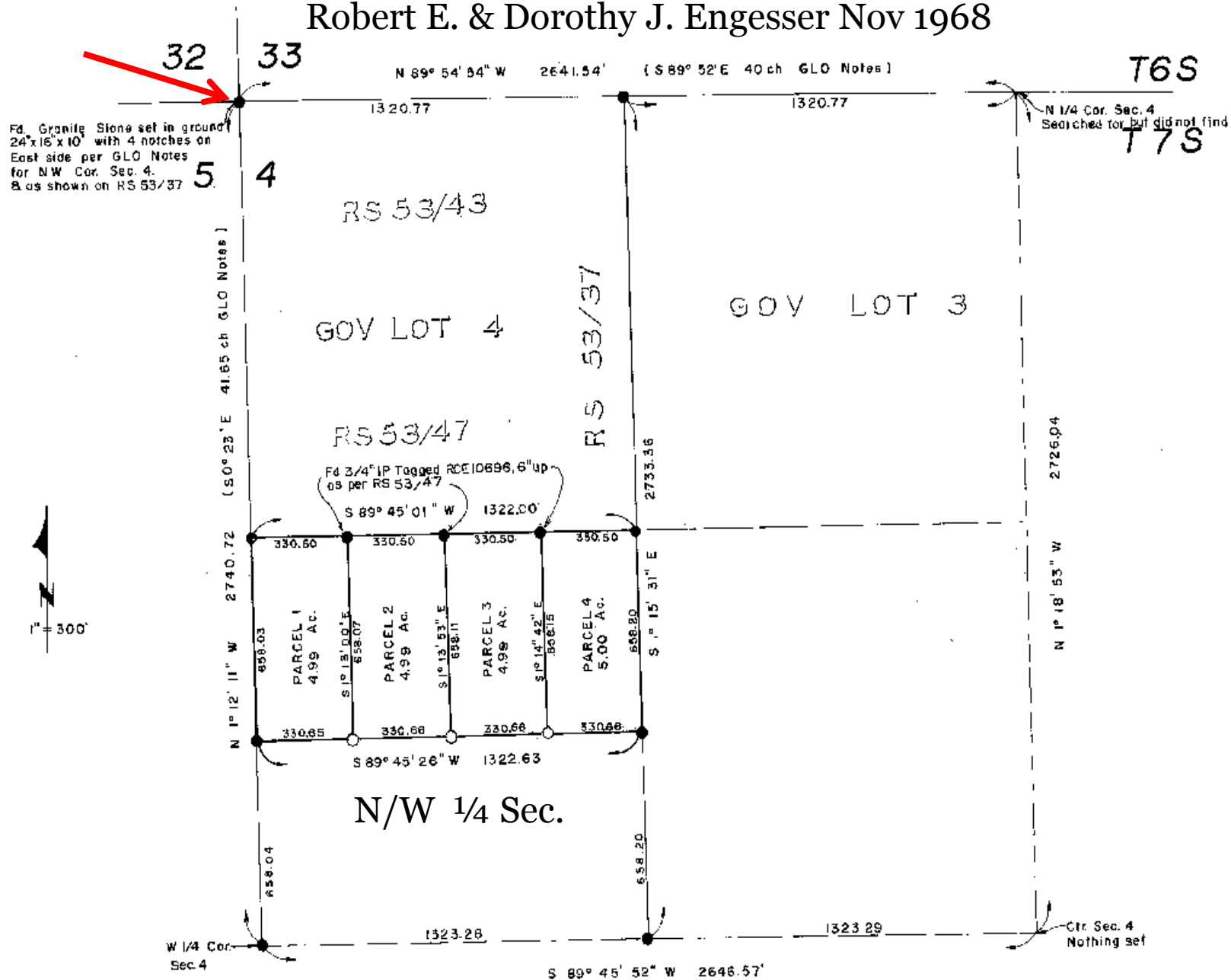
1. How did the fact WVHWA is not a property owner go undetected for so many years?
2. When was the very first time my well was inspected?

SURVEYOR'S
This map corrects
direction in cor
Surveyors' Act
in November 1

W 1/4 Cor.-
Sec. 4

RS 53/37
RS 53/40

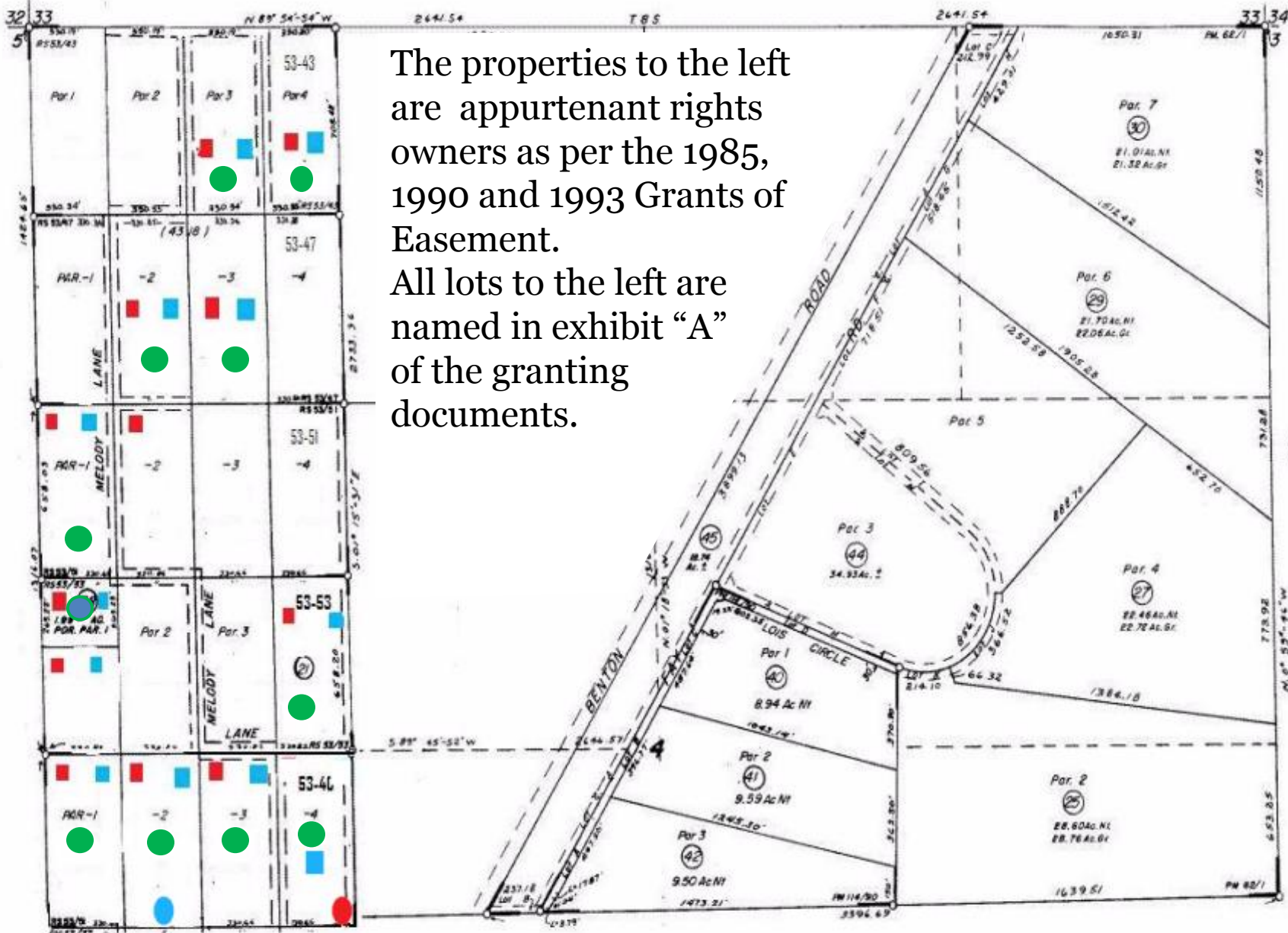
From Virginia Galland to Robert E. & Dorothy J. Engesser Nov 1968





For clarity the following maps are color coded.

- The next slide shows all of the properties that are named as having an appurtenant rights to the Grants of Easement in 1985, 1990 and 1992. The Grants of Easement convey specific and different property rights to grantee's.



The properties to the left are appurtenant rights owners as per the 1985, 1990 and 1993 Grants of Easement. All lots to the left are named in exhibit "A" of the granting documents.

- 1985 Well ■ Doc # 53702 Easement rights
- 1990 Well ■ Doc # 191167 Easement rights

● 1993 Tank easement rights.

Reed's

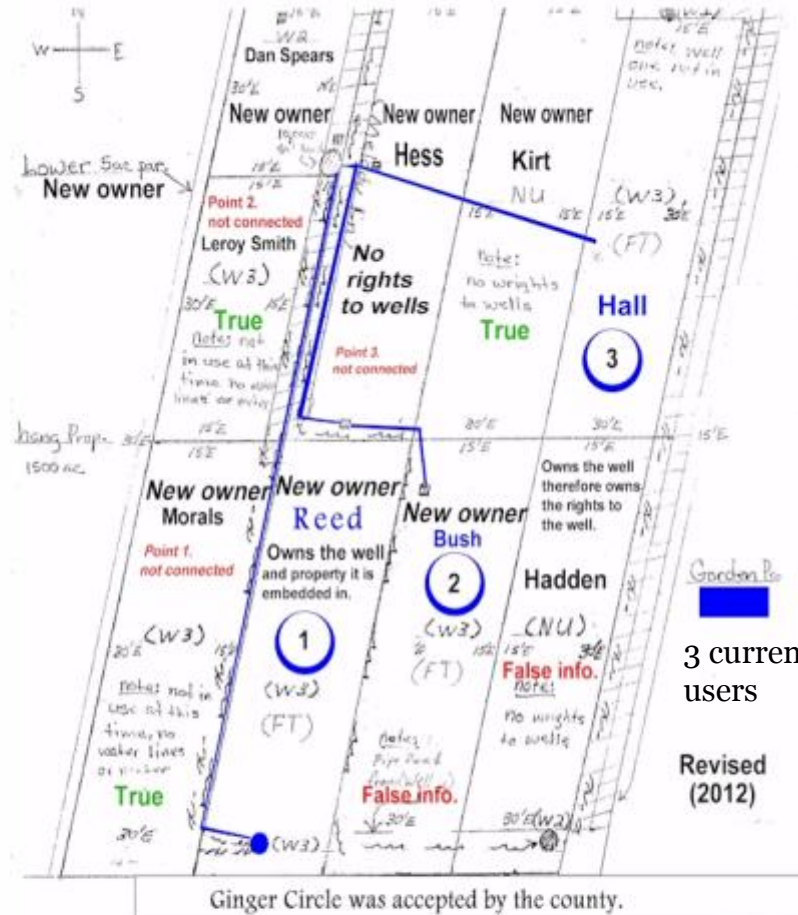
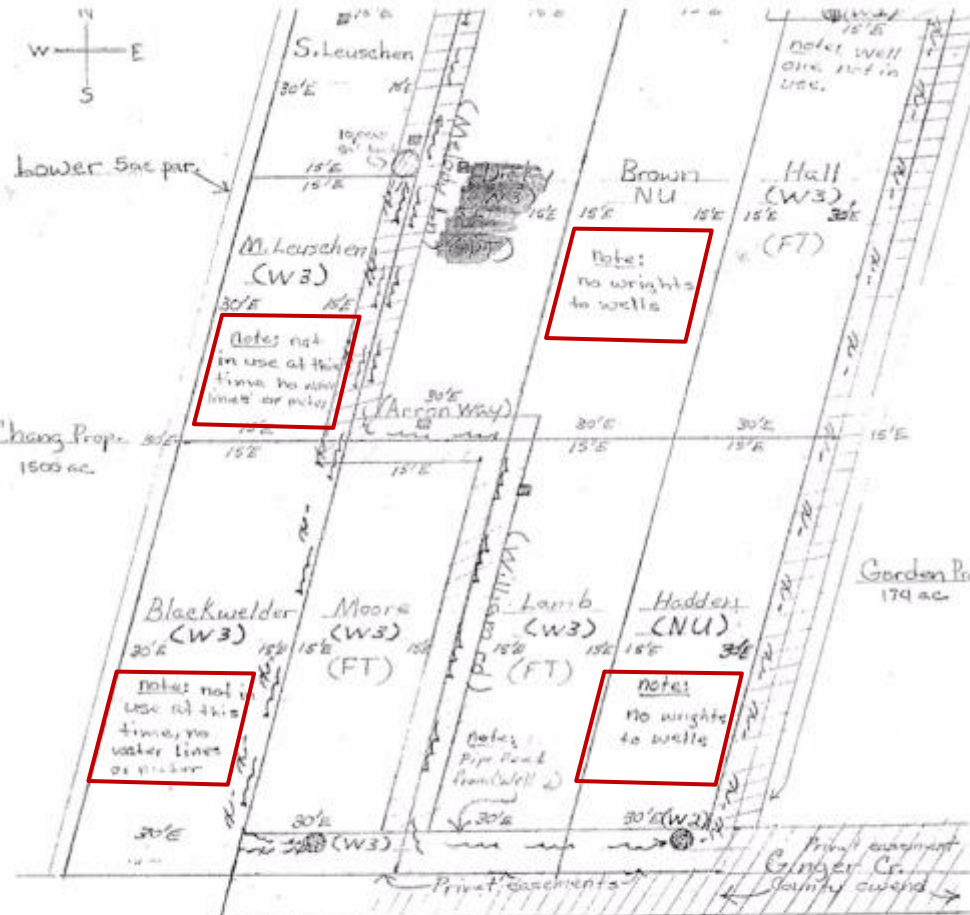
[Go back to last page.](#)

As per records on file with Environmental Health.

Current easement users.

2003

2012



3 current users

Revised (2012)

Ginger Circle was accepted by the county.

● Reed's well Total connections = 3

Note: One inch water return lines are not shown. Properties show what well they are on.

Lowpez Prop.

Notes: Roads do not follow easements ext.

2" EM = 30' Easement
1/2" EM = 15' Easement

F+	Full time users
PF	Part time users

—	Main water Lines
-V	Automation Lines
⊙	Water holding tanks
●	Wells (W1)(W2)(W3)
⊠	Meters
⊗	Bleeder valves
	Roads
NU	None Users

Note: One inch water return lines are not shown. Properties show what well they are on.

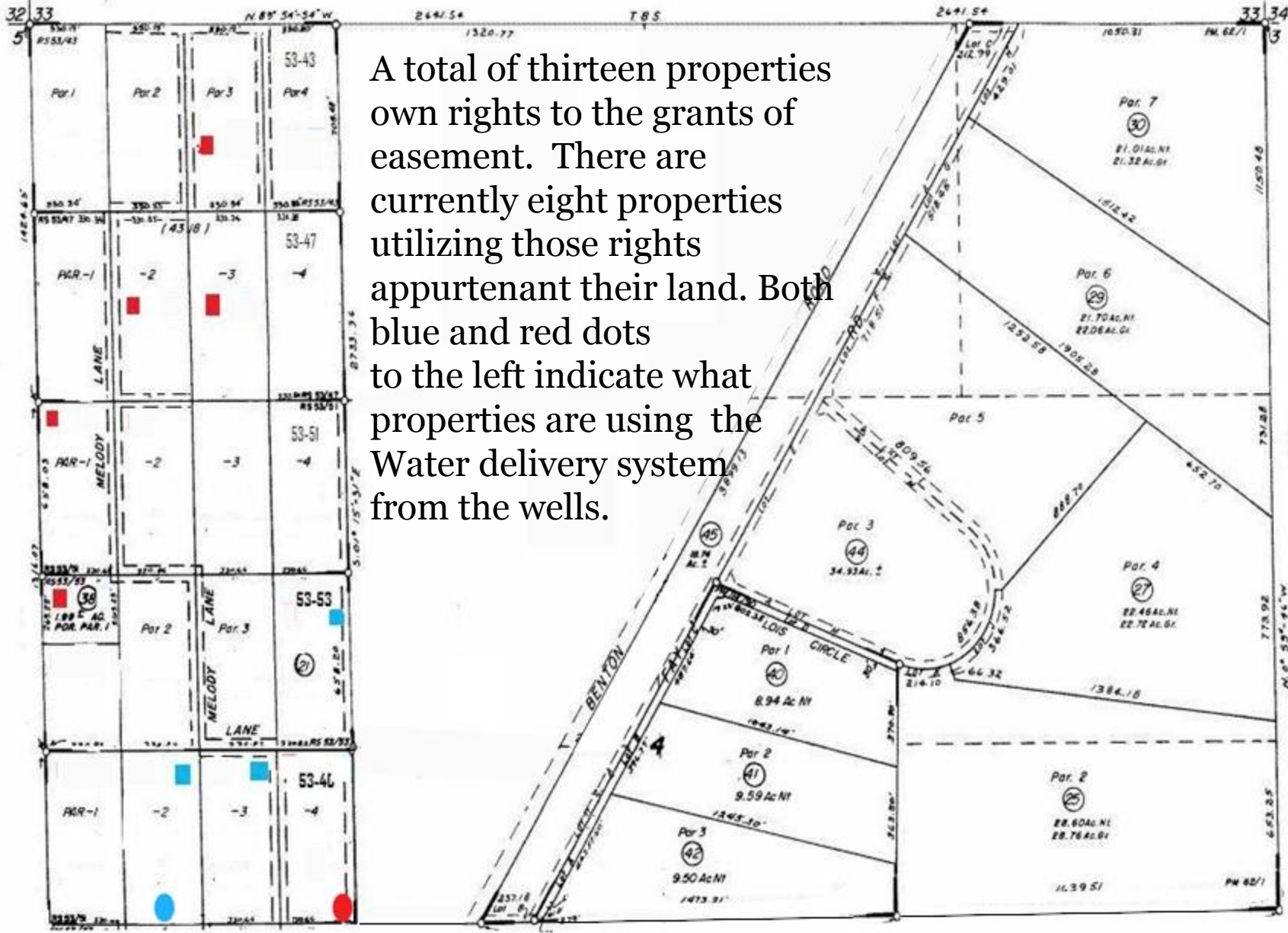
Notes: Roads do not follow easements ext.

2" EM = 30' Easement
1/2" EM = 15' Easement

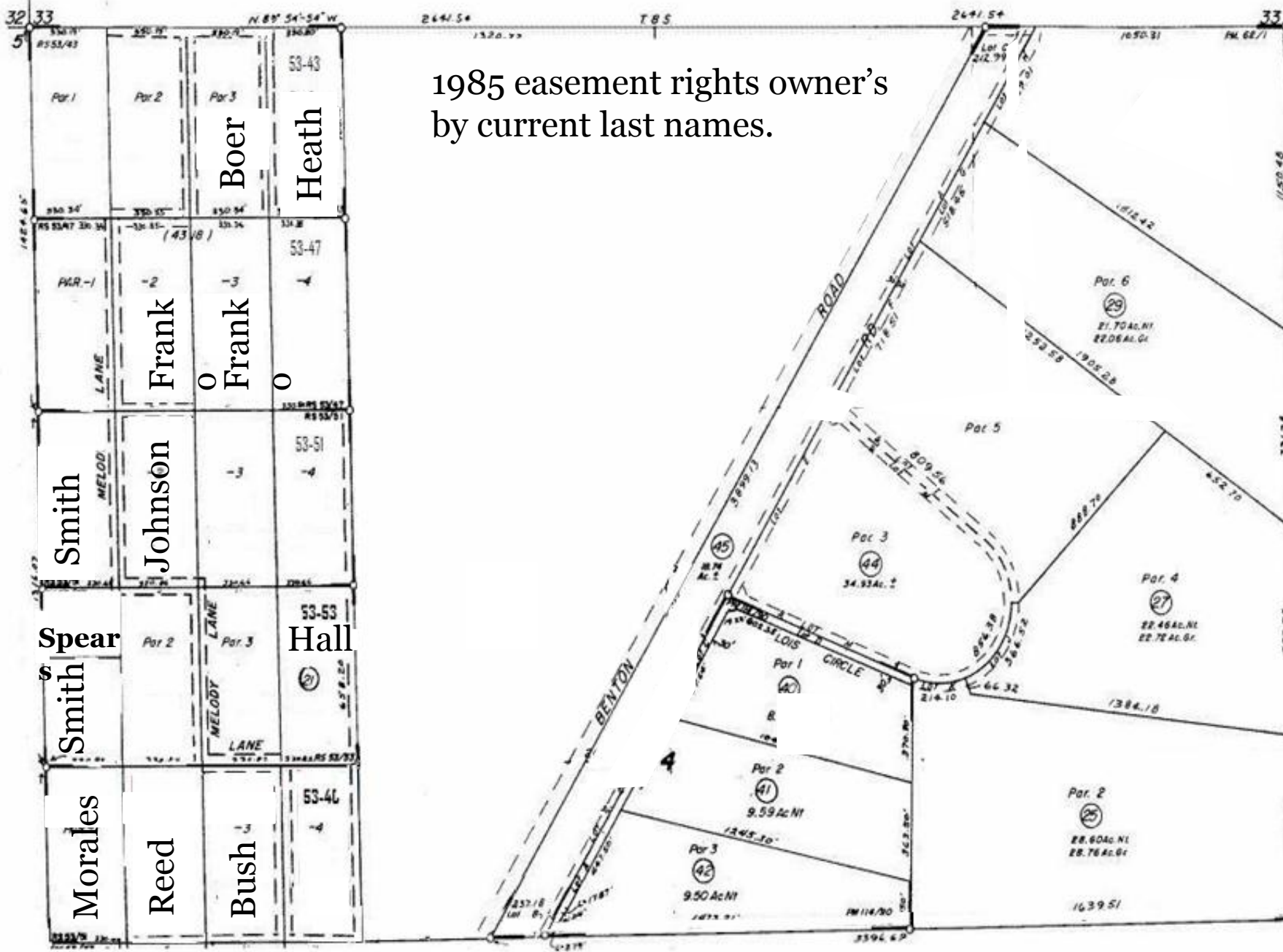
3	Full time users
12	Part time users

—	Main water Lines
-V	Automation Lines
⊙	Water holding tanks
●	Wells (W1)(W2)(W3)
⊠	Meters
⊗	Bleeder valves
	Roads
NU	None Users

A total of thirteen properties own rights to the grants of easement. There are currently eight properties utilizing those rights appurtenant their land. Both blue and red dots to the left indicate what properties are using the Water delivery system from the wells.



- 1985 Well ■ Doc # 53702 Easement rights ■ 5 Current connections 1-1-2013
- 1990 Well ■ Doc # 191167 Easement rights ■ 3 Actively metered connections



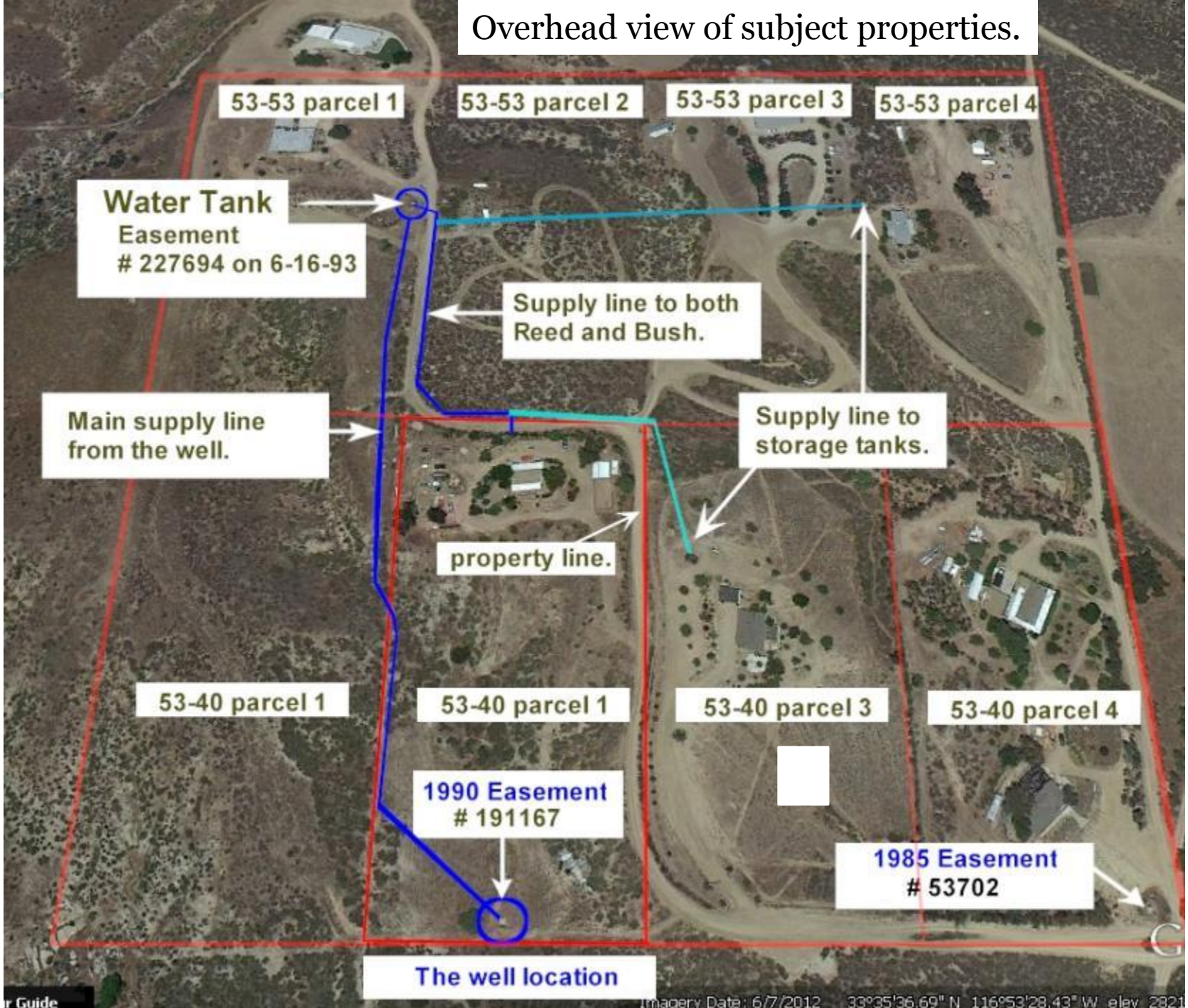
1985 easement rights owner's
by current last names.

32 33	53-43	Boer	Heath
53-47	Frank	Frank	
53-51	Johnson		
53-53	Smith	Spear	Hall
53-46	Morales	Reed	Bush

- Par 1 (40) 34.93Ac. 2
- Par 2 (41) 9.59Ac NT
- Par 3 (42) 9.50Ac NT

- Par. 6 (29) 21.70Ac NT, 22.06Ac Gr
- Par. 4 (27) 22.46Ac NT, 22.76Ac Gr
- Par. 2 (26) 28.60Ac NT, 28.76Ac Gr

Overhead view of subject properties.



1973 PLOT MAP

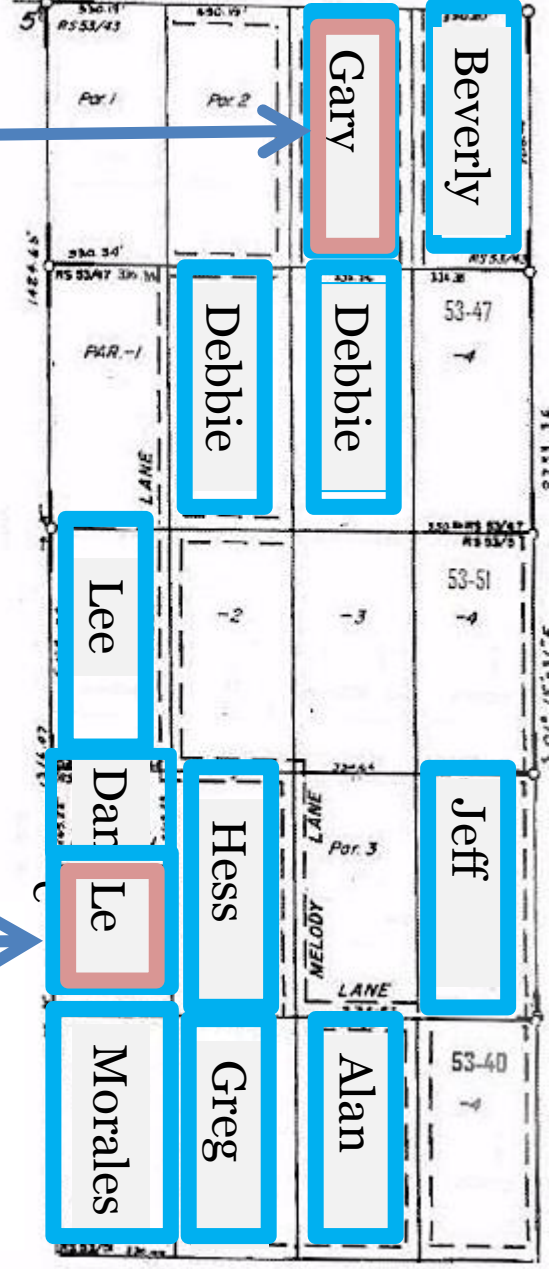
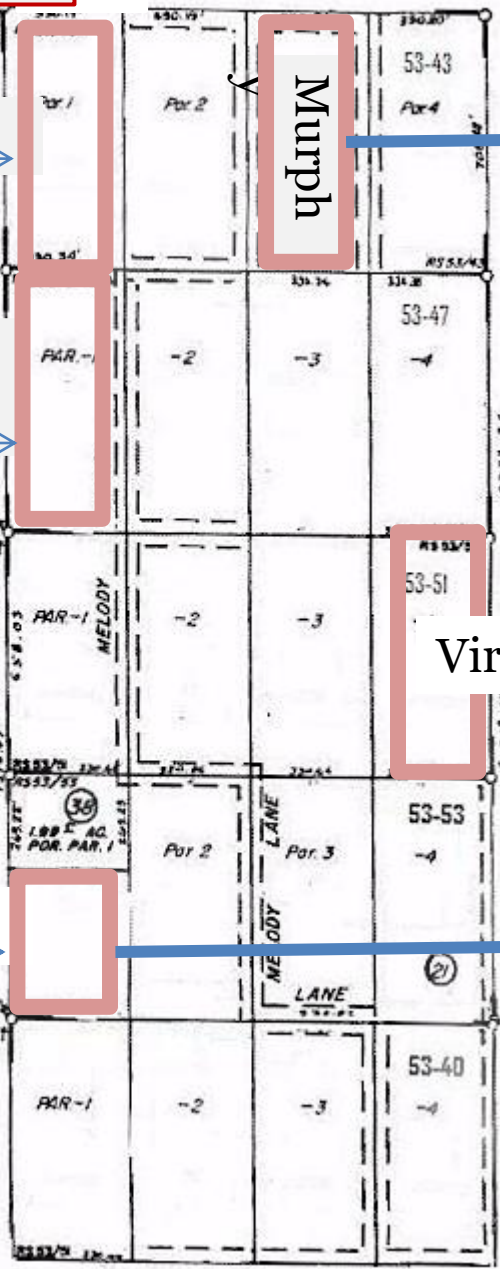
2012 PLOT MAP

Original Members

Jack Perryman

Dorothy Armstrong
Was a renter
in 1973

Lorene Cantrell
Was a Renter



4 Properties wide

ARTICLE I

NAME

Section 1: This organization shall be known as Weber Valley Heights Water Association.

ARTICLE II

OBJECTIVES

Section 1: The object of the organization shall be to establish all policy matters and to control the use of the water system, its maintenance and repair.

Section 2: The use of the water shall be limited to normal and usual domestic use.

Section 3: All water lines shall be installed underground where it is possible.

Section 4: Meters and check valves shall be installed at the point of take off by each user at his sole expense and maintained by the user.

Section 5: All users shall install a domestic water storage tank of not less than five hundred (500) gallons capacity for each five (5) acre parcel being served. Tanks should be filled in late evening as not to affect other members water usage.

Section 6: Water shall be tested regularly. **Section 7:** Establish means of securing compliance with all directives including timely payment of all fees including timely payment of all fees.

ARTICLE III

MEMBERS

Section 1: The water system consists of three (3) wells, a water distribution piping system and storage tanks and shall provide the total yield to all members. Ownership of this water system shall be held jointly by all members of the association with consideration of the other members. Ownership of the water rights shall remain with the land.

(There are not three wells hooked up) or even easements to three wells.)

ARTICLE IV

OFFICERS

Section 1: The officers shall be President, Vice President, Secretary, Treasurer and Maintenance Officer. All officers are elected by a majority vote of members of the association present at any regular or called meeting.

Section 2: Officers shall serve two years or until they are no longer land owners in the area served by the water system. Vacancies shall be filled by majority vote of those in attendance at the next regular meeting. Officers shall serve without pay. (Define next regular meeting)

WHEN RECORDED MAIL TO:

LEONARD J. BROWN
Attorney at Law
P.O. Box 10899
Santa Ana, CA 92711

MAIL TAX STATEMENT TO:

Mr. and Mrs. Harry J. Love
41621 Whittier Ave.
Bemet, CA 92343

DEEDS GRANT TRANSFER TAX
COMPUTED ON FULL VALUE OF PROPERTY TRANSFERRED
COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES EXISTING AT TIME OF SALE



GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

DOROTHY L. ARMSTRONG, a single woman,

hereby GRANT(S) to HARRY J. LOVE and BETTY J. LOVE, Husband and Wife,

as Joint Tenants,

the real property in the City of *unincorporated Area*
County of Riverside, State of California, described as

Parcel A -- Parcel 1 of Record of Survey 53/67, Riverside
County. (5.40 acres)

Parcel B -- Non-exclusive easements for roads and utilities
not less than 30 feet wide over existing roads from East
Denton Road to Parcel A hereof.

SUBJECT TO:
Non-exclusive easements 30 feet wide along the West
boundary and 15 feet wide along the North, South and
East boundaries of Parcel A hereof for roads and

This grant deed provides proof that the Association rights did not transfer with the property.

Property rights are spelled out in this document.

Why did it fail to mention the water rights or an Association?

Dorothy Armstrong was an official director of the board for WVHWA who as a director WVHWA claimed ownership rights to two wells.

4
1529157
2516251

2012 PLOT MAP

The blue outline shows who is using the 1990 water system as of today.

 Outline of properties

All but Hess are named as easement rights holders. Individually each property has appurtenant rights to the well as per the recorded easements.

WVHWA is claiming ownership to rights and property that the association has zero rights to. Some of the so called members of the Association have provided water and a pipeline connection to the Hess property. Hess is not entitled to use the Grant of Easements. Therefore is WVHWA acting as a public utility by selling water to the general public?

Each property is + or - 5 Acres



Timeline

1973 Jack Perryman starts selling water.

A well was drilled on APN# 571-040-002 in 1990

A second well that was not owned by WWHWA was added as an additional water source.

Proof of lack of ownership is the 1982 lis pendens legal action. Note, it failed to name WWHWA as a right holder.

For the first time in June, 1992 a pump and electric were installed to the well that was drilled in 1990.

Where is Weber Valley? Why is it WVHWA was not once mentioned in this legal court proceeding? Maybe because WVHWA did not own the well or rights thereto. Why did lawyers fail to name WVHWA? WVHWA bylaws had claimed ownership to two wells?

171171

BEST, BEST & KRIEGER
LAWYERS
4200 ORANGE STREET
POST OFFICE BOX 1028
RIVERSIDE CALIFORNIA 92502
TELEPHONE (714) 686-1450

Attorneys for Plaintiffs

RECORDED FOR RECORD
MAY 1982
Book 1582 Page 171171
OCT - 4 1982
Recorded in Official Records
of Riverside County, California
William J. Kennedy
Recorder
Fees \$ 6

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

GILBERT GASTON, NORMA GASTON,
CHARLES CAMPBELL, JOANN CAMPBELL,
EARL BALCKWELDER, ADELE BLACKWELDER,
WILSON CANTRELL, LORINE CANTRELL,
L.H. "PETE" BEASLEY, ALMA BEASLEY,
AL JEFFRIES, WENDY JEFFRIES, HOWARD
W. KELL, BARBARA A. KELL, CLAUDINE
PEST DEASY, EDITH GILCHRIST, ROBERT
FRANKO, DEBBIE ST. PIERRE, PAUL
KLAUSING, ESTHER KLAUSING, ELSTER
WOOD, CHARELOTT WOOD, individuals.

Plaintiffs.

vs.

CHARLES E. REED, JR., MALCOLM S.
DAYTON and SUZANNE L. DAYTON, and
DOES 1 through 10, inclusive.

Defendants.

CASE NO. 152555

NOTICE OF LIS PENDENS

NOTICE IS HEREBY GIVEN that an action has been commenced
in the above-entitled Court on a Complaint of plaintiffs against
defendants Charles E. Reed, Jr., Malcolm S. Dayton and Suzanne
L. Davton, for Declaratory Relief; to Quiet Title to Easement;
for Temporary Restraining Order; Preliminary and Permanent
Injunction; and for Damages.

None of these people sat on the Board of directors or were founding members of WVHWA, so how did they legally have right to claim this action?

7/23/2013

171171

1 This action affects title to the following real property
2 situated in Riverside County, California:

3 That portion of the Northwest quarter of
4 the Southwest quarter of Section 4, Township 7
5 South, Range 1 East, San Bernardino Base and
6 Meridian more particularly described as follows:

7 Parcel 4 as shown on map on file in Book 53
8 page 40 of Records of Survey in the office of the
9 County of Riverside.

10 Dated: September 30, 1982.

11 BEST, BEST & KRIEGER

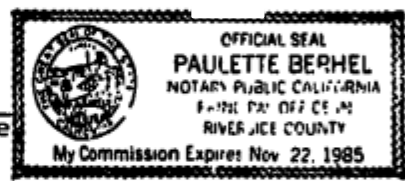
12 By Meredith A. Jury
13 MEREDITH A. JURY
14 Attorneys for Plaintiffs.

15 STATE OF CALIFORNIA)
16) ss:
17 COUNTY OF RIVERSIDE.)

18 On September 30, 1982, before me the undersigned, a
19 Notary Public in and for said State, personally appeared
20 Meredith A. Jury, known to me to be the person whose name
21 is subscribed to the within instrument and acknowledged that
22 she executed the same.

23 WITNESS my hand and official seal.

24 Paulette Berhel
25 Notary Public in and for Said State



LAW OFFICES OF
BEST, BEST & KRIEGER
4200 ORANGE STREET
RIVERSIDE CALIFORNIA 92502

Officially Recorded 3 years later March 15, 1985

This document completely failed to mention a Weber Valley Heights Water Association anywhere. Why? Remember, in the lis pendens filed on behalf of local land owners the same group as WVHWA had claimed WVHWA owned two wells.

The rights granted by this recording are property rights that are appurtenant to the land named in exhibit "A" of the legally recorded record granting said rights of use to land owners. Weber Valley Heights Water Association failed to note within the recorded document.

53702

LAW OFFICES OF
BEST, BEST & KRIEGER
1400 ORANGE STREET
RIVERSIDE, CALIFORNIA 92506

1 When Recorded Mail To:
2 Best, Best & Krieger
3 4200 Orange Street
4 Riverside, California 92506
5 Attention: Meredith A. Jury

RECORDED
MAR 15 1985

Recorded in Official Records
of Riverside County, California
William E. Stanley
Recorder
Fee \$ 10.00

17/8

GRANT OF EASEMENT

This deed for grant of easement made March, 1985,
by Charles E. Reed, Jr., grantor, to Delbert Kelley and
Susan Kelley, Paul Klausning and Esther Klausning, Howard W.
Keil and Barbara A. Keil, Robert Franko, Jr. and Deborah
St. Pierre, Charles Campbell and Joann Campbell, Earl
Blackwelder and Adele Blackwelder, Arnold Popp, Wilson
Cantrell and Lorine Cantrell, Elster Wood and Charlotte
Wood, Claudine Deasy Burkhardt, Edith Gilchrist and Gilbert
and Norma Gaston, grantees.

Grantor, for valuable consideration, hereby grants
to grantees an easement for the drilling, construction,
installation, equipping, operation, use, maintenance and
repair of a water well and for the construction, reconstruction,
installation, replacement, removal, repair, operation,
and maintenance of pipelines and pumps for the transmission
and conveyance of water, and for ingress and egress in
connection with the exert of any of the foregoing rights;
said easement being described as follows:

A circle of land, 30 feet in
diameter, surrounding an existing well
located in the South East corner of that
portion of the Northwest Quarter of the
Southwest Quarter of Section 4, Town-

442702

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

WEBER VALLEY HEIGHTS NON-PROFIT ASS'N
 36040 HAPPY HILL LANE
 HEMET, CA 92544

RECEIVED FOR RECORDING
 AT 8:00 O'CLOCK
 NOV 19 1992

Notarized in United States
 of America County of Calaveras
 [Signature]
 Fee \$.

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

No easement to WVHWA for this address exist..

Where was the well location as of January 1990?

This lien was never perfected. The Association installed a water tank and a well on property it did and does not own, lease or rent.

This was around 10-6-1992 why did they wait 2 years from January 1990?

MECHANIC'S LIEN
(Claim of Lien)

The undersigned, WEBER VALLEY HEIGHTS NON-PROFIT ASSOCIATION, referred to as 36040 HAPPY HILL LANE HEMET CA 92544 person or firm claiming mechanic's lien.

In this Claim of Lien as the Claimant, claims a mechanic's lien for the labor, services, equipment and/or materials described below, furnished for a work of improvement upon that certain real property located in the County of RIVERSIDE State of California, and described as follows: 36100 MURPHY ROAD, HEMET 92343 changed to 36100 HAPPY HILL LANE, HEMET 92544 PARCEL 571-030-017-2

After deducting all just credits and offsets, the sum of \$ \$1,277.96 together with interest thereon at the rate of none percent per annum from JANUARY 1990 is due Claimant for the following labor, services, equipment and/or materials furnished by Claimant: WATER USAGE AND ASSESSMENTS OF INSTALLATION OF NEW WELL AND TANK

The name of the person or company by whom Claimant was employed, or to whom Claimant furnished the labor, services, equipment and/or materials is WEBER VALLEY HEIGHTS NON-PROFIT ASSOCIATION

The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are HOWARD JAMES KESSLER AND PATRICIA JO KESSLER PARCEL 571-030-017-2 36100 HAPPY HILL LANE

SEE REVERSE SIDE FOR ADDITIONAL INSTRUCTIONS
 CC: COUNTY RECORDERS OFFICE

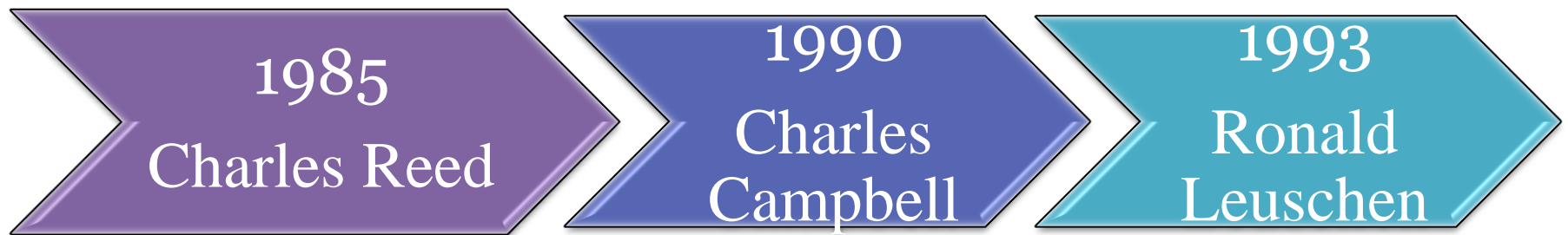
Name of Claimant WEBER VALLEY H
 By: Esther C. Klaus
 Treasurer
 7.4. 767-1780

VERIFICATION
 I, the undersigned, declare: I am the MAINTENANCE MAN of Charles E. Campbell the Claimant named in the foregoing claim of mechanic's lien; I am authorized to make this verification for the Claimant; I have read the foregoing claim of mechanic's lien and know the contents thereof, and the same is true of my own knowledge.

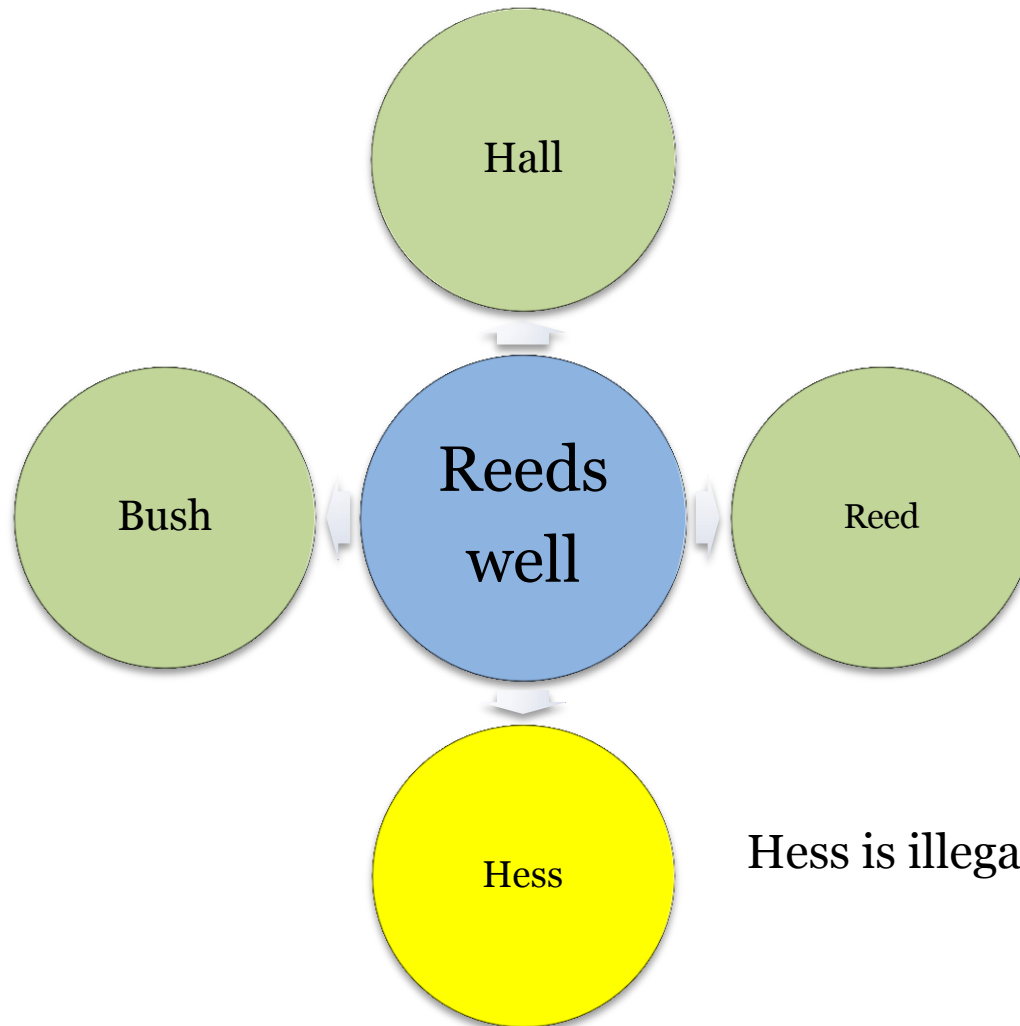
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date of signature 10-5 1992

This timeline clarifies the legally recorded Grants of Easement. None provide rights to WVHWA.



Current dependencies on the water resource.



Hess is illegally connected.

No written lease, stockholder certificate or membership agreement exist to Weber Valley Heights Water Association.

PUBLIC UTILITIES CODE SECTION 2701-2714.5

2705. Any corporation or association that is organized for the purposes of delivering water to its stockholders and members at cost, including use of works for conserving, treating, and reclaiming water, and that delivers water to no one except its stockholders or members, or to the state or any agency or department thereof, to any city, county, school district, or other public district, or any federal agency that provides fire protection or operates park facilities, or to any other mutual water company, at cost, is not a public utility, and is not subject to the jurisdiction, control or regulation of the commission. However, a mutual water company may perform the following acts without becoming a public utility and becoming subject to the jurisdiction, control or regulation of the commission:

(a) May deliver water at cost to any **lessee of its stock or shares or other evidence of membership** where the lease is in writing signed by the owner of the stock or shares or other evidence of membership and the lessee thereof and approved by the mutual water company.

(b) May deliver water at cost to any land leased by a **stockholder, shareholder, or member** of the mutual water company to a person not a stockholder, shareholder or member thereof, **provided the lease is in writing signed by the stockholder**, shareholder or member and the lessee of the land and approved by the mutual water company.

(c) May transfer water or water rights to, or exchange water or water rights with, another entity pursuant to state or federal law, or both.

(d) In a bona fide water emergency, but for no longer than the existence of the emergency, may deliver water at cost to any person owning or leasing real property located within or adjacent to the service area of the mutual water company, provided that the water is delivered pursuant to a written contract signed by the mutual water company and the person to whom the water is delivered.

(e) May deliver water pursuant to any contract for water service made:

(1) In settlement of litigation involving disputed water rights or any judgment in the litigation.

(2) In consideration of the conveyance of a well, water right, or easement for water distribution purposes.

All of these leases and contracts shall be preserved for a period of 10 years by a mutual water company and shall be subject to inspection by the commission.

The term "cost" as used in this section shall be construed to mean without profit.

What do I have to do to get the well on my property legally permitted?

- I have provided 100% proof that Weber Valley Heights Water Association is without ownership rights to my real property.
- I have proven I own a legally recorded easement right to the water storage facility granted by Don Mark Luchent in 1993.
- How if anything, did this overview impact your view of WVHWA's actual legal rights as a non owner of the wells and pipelines?
 - Who pays to clean up the mess.
 - What is the cost in dollars?
 - When is the WVHWA permit going to be revoked?
 - Was a crime committed by intentionally falsifying legal document's?

Looking Ahead Questions

- What do I need to do?
- What are you going to do?
- How long will it take you?
 - What is the investigation timeline to resolve these issues?
- What is your immediate next step?





Appendix

- Budget cost for permits.
- Information documents
- Action plan
- Supplemental documents
- Contact information

Law Offices of Lawrence R. Bynum,
A Professional Corporation
6700 Indiana Avenue, Suite 240
Riverside, CA 92506-4258

951.682.2345
Fax: 951.682.2324
RealPropertyAttorney.net
L.Bynum@RealPropertyAttorney.net

November 19, 2010

Weber Valley Heights Water Association
Deborah St. Pierre
44350 E. Benton Road
Hemet, CA 92544

In re: Heath v Weber-Valley Heights Water Association
Wrongful termination of water rights

Dear Ms. St. Pierre:

I. Introduction

Please be advised that Beverly Heath has retained this firm for all purposes relating to the Association's wrongful termination of her water rights. Demand is made to restore water immediately. Failure to comply will result in my client seeking not only a writ of mandate pursuant to Code of Civil Procedure section 1085 to restore her water, but an action against you personally for wrongful termination of water rights and other actions you took while acting on behalf of the association. Not only will my client prevail against the association, but my client will also seek fees for the unlawful termination. Rather than incur the time and expense of litigation, simply restoring her water rights immediately ends this dispute.

II. Factual and procedural background.

On March 15, 1985, Charles E. Reed, Jr., granted an easement for a well and related access easement for the benefit of land now owned by my client. On May 24, 1990, Charles and Joann Campbell granted another easement for the same purposes to my client's predecessor in interest. On July 13, 2002, Weber Valley Heights Water Association bylaws were prepared. The purpose of the association was to facilitate the provision of water to the benefited parcels pursuant to the grant of easements described above. My client is the beneficiary of those transaction.

As the purported president of the association, you should be very much aware that the association's sole purpose is to provide water to its members at cost. (See Art. VI, sec. 1.) A "mutual water company" is defined as any private corporation or association organized for the purposes of delivering water to its stockholders and members at cost, including use of works for conserving, treating and reclaiming water. (Pub. Util. Code, § 2725.) A water company is generally formed for the purpose of securing the benefits of

distributing water to the members. (*Arroyo Ditch & Water Co. v. Dorman*, 137 Cal. 611, 70 P. 737 (1902); *Thayer v. California Development Co.*, 164 Cal. 117, 128 P. 21 (1912).) The general purpose of a mutual water company is to serve and promote the individual rights of the members on equal terms in securing water for the *irrigation and cultivation of their lands*. The shares of stock generally represent the water rights secured by the company when such rights have attached, and the holders of stock who are settlers on the land hold the stock as representing the water rights appurtenant to the lands on which the water is to be used. A corporation, including a nonprofit corporation organized for or engaged in the business of developing, distributing, supplying, or delivering water for irrigation or domestic use, or both, may provide in its articles, or may amend its articles to provide, that its only purpose is to develop, distribute, supply, or deliver water for irrigation or domestic use, or both, to its members or shareholders, at actual cost plus necessary expenses. (Corp. Code, §14301.)

The members of a water company have a definite right to their proportion of the water when acquired. The bylaws reiterate that my client owns the water rights (see Art. III, sec. 1), not you or the association. California court decisions uniformly hold that my client may individually enforce her rights in the event of an association evading or denying my client her rights. (*Miller v. Imperial Water Co.*, No. 8, 156 Cal. 27, 103 P. 227 (1909); *Consolidated People's Ditch Co. v. Foothill Ditch Co.*, 205 Cal. 54, 269 P. 915 (1928); 63 Cal. Jur. 3d Water § 796.) My client, as the beneficial member of the association, may sue the directors on behalf of the company where there is alleged mismanagement of company business. (*Stesel v. Santa Ana River Water Co.*, (1939) 35 Cal. App. 2d 117.) Your failure to restore my client's water rights will result in litigation against you personally. The association (and you as its representative) fails to understand the nature of association. You are merely the conduit for the provision of water to my client. Your sole purpose is to ensure that the water works system delivers water to my client and the other members. The association and, therefore you, are supposed to act for the best interests of my client. Turning off the water to my client is a complete dereliction of the association's duty to my client. In this case, you personally are misusing your position to harm my client. Not only is your conduct jeopardizing you personally, but also the association.

It is very important that you understand that the right to water is unquestionably my client's. The association's sole purpose is to provide a system to deliver that water. You have absolutely NO DISCRETION to allow or not allow water, except as set forth in Article VI, section 2, which relates only to non-payment by members. The sole purpose of the association is to provide my client with water. Your usurpation and wrongful

exercise of dominion and control over my client's water rights can be remedied by court order.

Here, there are approximately 12, five acre parcels which are the holder of the water rights. Based on the hand written accounting provided to my client, it appears that my client's water usage is lower than many other lots. Even if more water is being used, the only issue as it relates to the association is that my client may have to pay more for the usage of the association's delivery system. Again, my client has the water rights.

Despite this simple fact, you directed the termination of my client's water supply. My client has paid all invoices submitted by the association. The basis for your decision was the unfounded accusation that my client is using water commercially. Not surprisingly, the association fails to include any evidence of this allegation. My client is simply demanding her rights to water for irrigation, farming and household use. Your claims of commercial use are not supported by any facts, other than your reckless accusation. By virtue of the association's own records, my client's water demand is less than many others. There is no commercial or excessive use. The termination of my client's water rights is a complete violation of the association's duty to provide water. Therefore, my client demands immediate restoration of her water rights.

Moreover, my client has reason to believe that you have not been appropriately conducting the affairs of the association. The provision of water at cost requires an accounting. My client demands the most recent accounting and all supporting documentation. In addition, the bylaws state that the officers serve a two year term. My client has owned the property for seven years and has *never* been advised of any election. Obviously the association's affairs are not being properly conducted.

III. A writ of mandate can be issues by the court to compel the association to deliver water.

Code of Civil Procedure section 1085, subdivision (a) states:

A writ of mandate may be issued by any court to any inferior tribunal, corporation, board, or person, to compel the performance of an act which the law specially enjoins, as a duty resulting from an office, trust, or station, or to compel the admission of a party to the use and enjoyment of a right or office to which the party is entitled, and from which the party is unlawfully precluded by such inferior tribunal, corporation, board, or person.

A petition for a writ of mandate can be used to compel an entity organized to secure a supply of water for irrigation purposes as she has no adequate remedy at law, and her rights to have water furnished on his land is an inseparable adjunct to her membership, and a plain duty rests on the association to furnish the water. *McNair v. Imperial Water Co., No. 1 (1909) 156 Cal. 31; Miller v. Imperial Water Co., No. 8 (1909) 156 Cal. 27.*)

Here, there is no doubt that the association, through your actions, is acting unlawfully. You and the association will be brought to court to correct your illegal actions. The attorney's fee involved for forcing you to act correctly can, and should, be assessed against you personally, since you are orchestrating the problem and refusing to correct it.

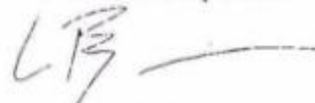
III. Conclusion

There is no problem whatsoever for restoring my client's water rights. The decision is up to you: you can continue your illegal conduct and face the court and other members' wrath for wasting time and attorney's fees, or you can restore the water. This is a simple case. My client has a right to water and you are denying her that right. As a result, demand is hereby made that you restore my client's water rights no later than November 23, 2010.

If you have any questions, do not hesitate to contact me. I look forward to hearing from you immediately.

Sincerely,

Law Offices of Lawrence R. Bynum,
A Professional Corporation



By: Lawrence R. Bynum, Esq.

The Trask v. Moore , 24 Cal.2d 365 case clearly displays appurtenant rights belong to the right holder and run with the land. If the right does not belong to an association, the association would be violating the rights of a property owner by denying a legal owner the rights to their real property. The denial or block of an easement is a form of trespassing. Locking a person out of their easement is trespassing. Cutting a water line not belonging to you may be vandalism.

Below is just one example of how Weber Valley Water Association had zero right to cut a water supply line.

The California Supreme Court recognizes appurtenant rights as real property. Read pages 1 and 2 of the 1985 Charles Reed Jr. Grant of easement it clearly states the easement is appurtenant.

Appurtenant property is a form of rights that belong to the named right holder and transfer with each sale of the dominant land. He or she who owns the land owns the appurtenant property rights.

Weber Valley Heights Association does not own any right to any property or easement. The past President of the ill-fated association claimed in writing and having used the US mail that "all easements are in place" when in fact none exist.

The fact Debbie lied should be enough to make anyone question the validity of the Association. People lie because they have something to hide. In this case it is the truth that is being hidden.

Debbie wrote "the bylaws are just not enough". She knew the association had no legal rights to terminate anyone's water.