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AUG 20 2004

Environmental Health



THE ROULAC GROUP

*Incorporated*

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17 August 2004

Mr. Scott Callow  
Marin County Environmental Health Services  
3501 Civic Center Drive, Room 236  
San Rafael, CA 94903

Dear Scott:

In your recent voice mail message you indicated that you needed a well application permit completed. It is enclosed.

Olivia Parkinson, my wife, and I continue to be non-plussed why it is so difficult to be provided a permit for water. We have complied with every single request that has been made of us. We have spent scores of hours and thousands of dollars on this process.

Michael Casey has engaged in a campaign of misinformation, misinterpretation and mean-spiritedness. While we are disinclined to engage in any conflicts concerning him, we are left no choice, inasmuch as apparently, Marin County – after having informed us that our well application would be forthcoming – is now “revisiting” the matter, based on Michael Casey’s communications.

Please consider the following:

- The well in question was a shared well, located on Michael Casey’s property. Green Rock Ranch, at 11660 Point Reyes-Petaluma Road, has an easement access. Our water system includes a tank that is located on that property.
- The well has evolved to be a ‘defacto’ single house well, serving our property alone. Mr. Casey does not use it and has not paid for it, which
- The shared well is our only source of water. Michael Casey, by contrast, has multiple sources of water, that he uses to provide the water needs for two houses and a major ranching operation.
- The well is operated by PG&E electricity, which runs with the Green Rock Ranch property.
- While our desires are to be neighborly and to support Michael Casey and his family realizing their objectives, we have been disappointed that Michael Casey has chosen not to pay his share of the electricity bill, as the well contract, which he wrote, requires. Thus, my wife and I, for some years, have been paying the

costs of him accessing water from the shared well and his running his gate to support his substantial ranch operations.

- Water, as you know, is essential for life. Without water, our animals and plants would die. Without water, our family and daughter Fiona could not live.
- While at various times, Michael Casey has asserted that the well should not operate, essentially, taking the position that my family and I should be denied any water, while he has other alternative sources of water, at no time has he suggested that his electric gate, whose operation we have paid for, for many years, should not function.
- Sometime after we were told by the County that our permit would be issued, we were informed that the County had now changed its requirements, and various tests, not previously specified, were needed. We spent a substantial amount of time and money complying with those requests for the tests. Still, we do not have our permit.
- At the time we purchased Green Rock Ranch in 1999, we were informed that there was a shared well, inspections confirmed its satisfactory operations, and due diligence verified that the well was subject to an agreement between the two properties.
- The well agreement that existed at the time we purchased the property was entered into by Michael Casey and the prior owner of Green Rock Ranch. Michael Casey, who is an attorney and an experienced rural property owner, took the initiative in preparing the well agreement. This is no question, and it is not disputed, that Michael Casey was in the lead capacity in preparing the well agreement. It is not disputed that the well agreement, that Michael Casey drafted and executed, fully met all of his desires at the time that he executed the well agreement.
- In the summer of 2001, when the well went dry, Michael Casey favored a different approach, than did Olivia and I, to the situation. Although Michael Casey has a very pessimistic assessment of the future of the shared well, Olivia and I were confident that, in a period of time, the well would again, "be in the water," as it was sometime thereafter.
- Michael Casey insisted that the well was irretrievably broken and that a new well was needed. We were skeptical that his approach was the most appropriate and economical. He proceeded on his own to drill a new well. The new well he dug was not successful.
- It is important to recognize that the problem in 2001 was not the in the mechanics of the well, but the adequacy of the water availability.

- In September 2002, the well failed. Mr. Casey has taken the position that he was not consulted about the work concerning the well mechanics problems – and he has refused to pay the costs incurred in connection with that work. He was away from his property during this time.
- At all times we communicated conscientiously with Pete Casanelli, his ranch manager, whom we understood to be his agent. In our interactions with Pete Casanelli, we understood that Pete communicated to Michael Casey what we told him.
- We proceeded in good faith and in reliance upon Jerry and Don's to resurrect the old well. We kept Pete informed on a daily basis of the state of the work. Pete knew of the work on the old well and had full access to Jerry and Don's to explore any concern he or Mr. Casey might have had.
- Michael Casey was away from Marin County for some period of time. Evidently, he favored our family having no access to water. He was unavailable to address the matter. After the fact, he asserted his ranch manager did not inform him and/or had no authority to act on his behalf during his absence.
- Michael Casey protested that we should not have authorized Jerry and Don's to undertake the work to save the old well, and he refused to make any financial contributions incurred to that end. His *after the fact, woulda-coulda-shoulda* approach, is equivalent to Monday morning quarterbacking, for games played over the weekend, or, Tuesday morning quarterbacking for Monday Night Football.
- We proceeded in good faith and in reliance upon Jerry and Don's expertise to resurrect the old well. We kept Pete informed of the state of the work.
- Michael Casey's position that it was irresponsible and inappropriate to do any work on August 2002 to address the mechanical problems with the well is contradicted by the letter from Charlie Hawkes, of Jerry and Don's, which letter accompanies this communication.
- Michael Casey has taken the position that he would not sign papers for a County well permit, without a new well agreement and other consideration that he demanded. In particular, he has insisted that the PG&E line– the very billing for which he has not paid – be transferred to his name. Mr. Casey has not been able to run PG&E electricity to his caretaker's house because his entire ranch is not "up to code," required by PG&E. He seeks to seize control of our electricity line to use it for his property. In this regard, you might be interested to know, that one time he commented that it would cost him over \$100,000 upgrade his ranch to use any more PG&E lines.

- There is no reason to transfer the PG&E line to Michael Casey, other than to serve his desires and interests. To do so would place the beings at this property, who depend on water, at great risk, should Michael Casey, for whatever reason, decide to close down the well by refusing to pay the electricity, as he has in the past.
- Notwithstanding our difficult past relationships with Michael Casey and our concern that he had not paid money owed us, we consulted legal counsel concerning the well agreement that Michael Casey proposed. Our attorneys advised us that the existing well agreement is quite adequate, and that Marin County should issue a permit.
- We understand that you then reviewed this matter with Marin County attorneys and confirmed the permit would be issued.

Although we understood it was a straightforward matter for a water permit to be issued, for reasons we do not understand, the water permit was not forthcoming. Then, Michael Casey communicated to the County to oppose the County issuing the permit for the very essence of life. He asked for a reconsideration of the matter. For reasons we do not understand, the County reversed its position and decided that the matter would be reconsidered. It is our understanding that the person who was to undertake the review was on leave or thus unavailable to do the work. Then the person who was assigned the work, for whatever reason, did not do the review.

In the course of this frustratingly long process, we were informed that the County wished additional, more demanding water tests, beyond those that had been originally provided and which were, we were informed, fully adequate. We incurred substantial additional expense to arrange for these water tests, which we have paid Jerry and Don for.

While Michael Casey accuses us of not making certain payments (see his letter of June 26, 2003), I would point out that his accusations are a classic example of "the pot calling the kettle black" inasmuch as (1) he refuses to reimburse us for the \$643.55 we paid Jerry and Don's concerning the mechanical problems of the prior well, (2) he refuses to reimburse us for electricity, which has been used to pump water to his property and continues to be used to operate his gate, and (3) has made **no** financial contribution to the considerable expenditures that we have incurred to secure the testing and implement an infiltration system to treat the well water as requested by the County.

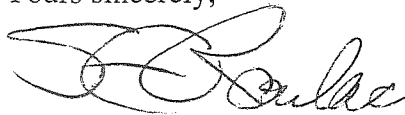
We have no interest in a joint involvement in any form with a person who manifests the conduct that does Michael Casey and insists on non-negotiable positions. Rather, we ask the County to approve the water use permit for 11660 Pt. Reyes-Petaluma Road. If Michael Casey wishes to apply separately for a well permit, then he should independently pay for the costs of whatever testing and other fees that the County might desire. We ask that the county not allow him to "free ride" on our considerable work and expenditures.

In summary, we ask the County to consider:

- Michael Casey has many sources of water, and the shared well is not his primary water source. He does not use the well under discussion herein.
- The shared well is our only source of water.
- The existing well agreement is quite serviceable, as legal counsel has advised us.
- The existing well agreement was drafted by Michael Casey.
- Our attorney advises that water issues are complex and that multiple different rights are involved. He informs us that the release and indemnification elements of Michael Casey's proposed new well agreement are problematic in the extreme, as it is difficult to know when and how contamination might occur.
- Our counsel has advised us that the draft agreement that Michael Casey proposes is fraught with problems and pitfalls. To resolve the defects of his agreement would involve considerable work and substantial legal costs, which we are disinterested in incurring, as they are unnecessary and redundant to an already adequate well agreement.
- Michael Casey is insisting on the transfer of valuable consideration, as a precondition to entering into an agreement that is redundant and unnecessary.
- The County should not be a party to endorsing Michael Casey's bullying and intimidation.

For over a year and a half we have been waiting to have a permit for water. Water is essential for life, and especially crucial in Nicasio, which does not have public water. Please issue the permit which you represented a year ago would be issued.

Yours sincerely,



Stephen E. Roulac

cg

Enclosures: Well Application Permit  
Charlie Hawkes Letter

**A. MICHAEL CASEY  
P.O. BOX 526  
NICASIO, CALIFORNIA 94946**

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**FEB 12 2004**

Environmental Health

February 11, 2004

Stephen Roulac  
The Roulac Group  
709 Fifth Ave.  
San Rafael, CA 94901-3202

**By Fax to (1) Stephen Roulac - (415) 451-4343  
(2) Gary at Jerry & Don's - (707) 769-9102  
(3) Scott Callow - (415) 507-4120**

**RE: Well at AP ##121-030-26 & 27  
Drilling Permit #02/03-16A**

Dear Stephen:

This is a follow up to my most recent letter to you dated 1/1/04. In that last letter I repeated my ongoing concern about finalizing the remaining points of an agreement, the major points of which you and I agreed to in principle during a telephone conversation on September 26, 2003.

Today (February 11, 2004) at about 5:00 PM I received a telephone call from Gary at Jerry and Don's. Gary told me that apparently your wife, Olivia, had asked them to come out and take samples of water from the well to submit for Title 22 testing. That phone call was the first notice I had received of any action regarding Title 22 testing or any action of any sort recently being taken regarding a permit for the well. I told Gary that I am prepared to cooperate and participate in payment of our share of the charges for that lab work once you and I have reached final agreement on those outstanding issues which remain open between us. I then immediately called your home and left a message on your answering machine. As of the writing of this letter (10:30 PM), I have not gotten a return call.

Please understand that Jeanie and I do want to cooperate and get this matter behind us; however, we have consistently said that we would not join in any application for a permit for the well (or incur any expenses in that regard) until we have a final well operating agreement which is executed by all of us in front of a notary (so it can be recorded). We both need that agreement in order to be protected against any claims of illness from known contaminants made either by the other or by persons using the water from the well with the other's permission. Jeanie and I are especially worried since the well and the water it produces are located on our property; however, the issues of potential liability run both ways. In that regard, we understand that you have a chlorine injection system in place to purify water which might be used by you once the system is permitted; however, we have absolutely no way of monitoring the maintenance of that system, a system which is known to require periodic inspection and maintenance in order to continue to provide effective protection. Similarly, we have a system of protection in place for the people who would use our share of the water with our consent, and

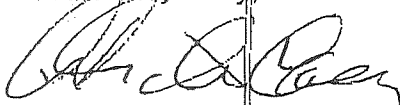
we don't expect you to have to bear responsibility if we were to fail to properly maintain that system.

There is now some urgency attached to this matter inasmuch as Jerry and Don's has apparently taken a sample of water for purposes of doing the Title 22 work. That sample must, apparently by law, be delivered to the lab within 24 hours, meaning that it must be delivered, if at all, by close of business on February 12, 2004. I have told Gary at Jerry and Don's that I will not participate in the cost of that testing unless I have our agreement in place on the outstanding issues between us. I am available to discuss them all day on February 12<sup>th</sup> (just as I was on the evening of February 11<sup>th</sup> had you returned my call). I might add that both Jeanie and I feel that your unilateral act of incurring the expense of calling Jerry and Don's to test the water for permit purposes without prior notice to us and in the face of our known objections is really presumptive, particularly inasmuch as both the well and the water it produces are on our property. Your actions today have done nothing to help mend fences, but presumably you never intended that anyway.

As you know, this well is the subject of a Cease and Desist order from the County of Marin. We have not been using it since June 26, 2003 (the day we were informed of the Cease and Desist order). The County is aware of our position, and hopefully they are monitoring you to assure that you are not using it either since we are relying on that Cease and Desist order to protect us from any liability which may arise if you should use the well. By copy of this letter to Scott Callow, I am alerting him to this latest turn of events.

Once again, we ask that you please communicate and make an effort to get this matter resolved. That should be rather simple if we can talk it through and discuss the matter in good faith. There just aren't that many issues, and none of them is complex. If you will call me tomorrow morning prepared to discuss the points, I would hope that we could hammer out agreement on the issues during a phone call and, thereafter, reduce our understanding to a writing (signed by both of us), as well as get the Operating Agreement completed, signed, and notarized in time for Jerry and Don's to deliver the water sample to the lab.

Yours Very Truly,



A. Michael Casey

cc Scott Callow -- without attachment  
Gary -- Jerry and Don's -- without attachment

Mr. and Mrs. Michael Casey  
P.O. Box 526  
Nicasio, CA 94946

RECEIVED  
SEP - 9 2003

September 6, 2003

Mr. Scott Callow  
Marin County Environmental Health Services  
3501 Civic Center Drive, Room 236  
San Rafael, CA 94903

2/10/03  
Environment  
Scott about 10/10/03  
Who source?  
[Handwritten signature]

**RE: Drilling Permit # 02/03-16A**

Dear Mr. Callow:

This letter will follow up on the message I left on your answering machine. This past June you advised both my wife and me, and also the Roulac/Parkinson family that we should not use our common well without a county permit. We responded to that notice with a letter confirming that we would abide by the notice and would not thereafter use the well until matters between us were resolved to the point of being able to jointly file for an operating permit.

Two days ago I received in the mail from Olivia Parkinson an envelope which contained copies of three PG&E bills covering electrical usage from mid May through mid July for the meter box which is dedicated to the well. Those bills show very clearly that the Roulac/Parkinson family has disregarded your cease and desist order and has continued to use the well without a permit.

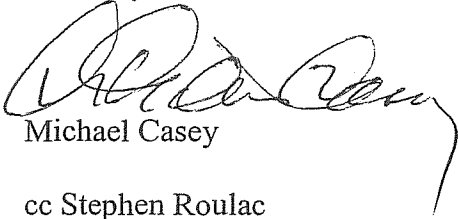
Because the Roulac/Parkinson family has continued to use the well as though no order were in place, they have had no incentive to try to work things out. There has been no communication between us during that period, and so long as they think they can continue to flout the county and use the well as though there were no outstanding order, I suspect there will be no progress on issues outstanding between us.

You obviously have to be the judge on whether or not you wish to enforce your directive. For now, the well is continuing to be used by them. The facts recited in my letter to you dated February 2, 2003 remain unchanged. The well company has still not been paid any of the outstanding invoices which Roulac/Parkinson owed as of that date. In addition, Ms. Parkinson and her husband have still not signed the outstanding proposed well agreement, nor have they agreed that such document may be recorded. They have never refused to sign the agreement or voiced any opposition to its wording – they have simply been silent on the issue.

I remain firm in my refusal to join in any permit application until those two conditions are met. I am neither willing to pay their third party obligations (which they have never

denied owing to Jerry and Don's Well Service), nor am I willing to assume liability for their use of potentially contaminated water. I am not unwilling to negotiate to try to bring this matter to a close; however, seemingly they continue to have no incentive to come to the table since they have not allowed themselves to be affected by your cease and desist order.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Casey", with a long, sweeping tail extending downwards and to the right.

Michael Casey  
cc Stephen Roulac  
Olivia Parkinson  
Jerry and Don's Yager Pump and Well Service

Mr. and Mrs. Michael Casey  
P.O. Box 526  
Nicasio, CA 94946

**RECEIVED**  
**FEB 04 2003**  
Environmental Health

February 2, 2003

Mr. Scott Callow  
Marin County Environmental Health Services  
3501 Civic Center Drive, Room 236  
San Rafael, CA 94903

**RE: Drilling Permit # 02/03-16A**

Dear Mr. Callow:

My wife and I have been away on a trip out of the country. We returned several days ago to find a notification dated January 13, 2003 addressed to us regarding "Requirements for a Drinking Water Permit." I feel it is important for you to understand clearly our position with respect to this proposed new well.

Until October, 2000 there was a common well which was in place and being used by both ourselves and our neighbors (Stephen Roulac and Olivia Parkinson). That well was the subject of a "Community Well Agreement" dated April 29, 1999. That 1999 Agreement referred specifically to the well which was then in use and it dealt with a number of issues which go well beyond the issues covered in the proposed county permit. It did not, however, include a mutual release and hold harmless, nor did it refer to any successor well in the event of failure of the well which was then in place. If you wish I would be happy to provide you with a copy of that Agreement.

During the Fall of 2000 the well which was the subject of the Community Well Agreement failed as the result (we believe) of subterranean shifts which occurred during an earthquake in the Napa Valley. Overnight it fell from an output of approximately 28 gallons per minute to less than .10 GPM. During the next several years, I monitored the output of that well and recorded my observations on an Excel spreadsheet. Its flows ranged from .08 to .2 gallons per minute. Those flows were clearly inadequate for the well to be considered a viable source of water for one, much less two, users. Roulac/Parkinson began importing potable water to fill their holding tank and to use for their domestic needs, and we made arrangements to pipe water to our caretaker's home from another well on our property. That is how matters stood until the summer of 2002.

In the meantime, during the latter part of 2000, we determined to drill a replacement well. We invited Roulac/Parkinson to join us in that endeavor. They declined to participate. Before we drilled that well, we asked permission to use the common electrical service which feeds the old well as our source of power for our proposed new well. Ms. Parkinson responded by laying out conditions which we considered totally unreasonable – conditions such as the right to hook up to the well retroactively if it was successful (in other words a free option after we had invested the risk capital in digging the hole) and a lot line adjustment which was totally irrelevant to the issues at hand. We arranged for an alternative source of power and proceeded to drill. Unfortunately, we hit a dry hole and thereafter determined not to invest further in exploration since we already had another source (albeit less convenient) of water.

During the summer of 2002 the Roulacs apparently decided to try to resurrect the old well. They went forward on their own without prior notice to us, and, unbeknownst to us, they incurred expenses to try to re-establish the flows from the old well. Their efforts were unsuccessful. They then demanded that we pay 50% of those expenses. I refused and have continued to refuse on the basis that the old well was dead and not worth investing further in it. I have fully explained to them my reasons for refusing to contribute to that effort of theirs (including providing them with my monthly readings of the old well's meager output and telling them of my earlier conversations with Jerry and Don's which had persuaded me that there was nothing to be done with the old well). Indeed, the very fact that we had attempted unsuccessfully to drill another well is rather compelling evidence of our disinterest in pursuing further attempts to revive that old well. Despite my explanations, Roulac/Parkinson have still not fully paid Jerry and Don's Well Service for that work which they undertook on their own.

As to the well which is the subject of your current interest, we have contributed 50% of the costs of that well, and it is located on our property. As you know, the well is contaminated. We understand the contamination can be dealt with through one or more devices, including chlorine injection and/or UV light filters. However, ultimately the ongoing safety of the well must be determined by the parties' commitment to maintenance of that/those systems. For that reason, we have asked Roulac/Parkinson to sign and allow recordation of an amended "Community Well Agreement" which specifically refers to this well and also contains mutual releases and hold harmless language. I drafted such an agreement and sent it to Roulac/Parkinson on December 6, 2002. To date I have had no response.

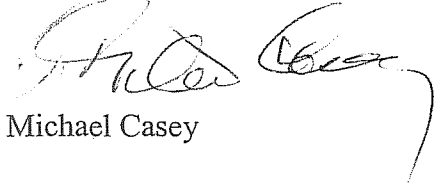
Please understand that we will not join in any application for a permit to operate this well unless and until two things occur. First, Roulac/Parkinson must pay in full their current outstanding bill to Jerry and Don's Well Service. Secondly, they must sign and agree to record an amended "Community Well Agreement." Once they are current with Jerry and Don's, and once the new agreement is signed and recorded, we will then join in an application to obtain a permit for this well.

Please understand also that we object strenuously to Roulac/Parkinson using the output from the newly drilled well without a permit (as we understand they are currently doing).

That well is contaminated, and it is located on our property. We have advised them that we bear no responsibility for any illness they or guests of theirs may suffer as a result of their use of that water; however, I do worry that we may be in legal jeopardy nonetheless. We ask that you please issue a Cease and Desist Order preventing them from using that water unless and until proper safety precautions have been put in place to assure that the water is safe and protected against the known contaminants. Finally, we ask that you not take any steps to process any application for a permit without our involvement.

Please call with any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Casey", with a long, sweeping underline that extends to the right.

Michael Casey

cc Stephen Roulac  
Olivia Parkinson  
Jerry and Don's Yager Pump and Well Service

Mr. and Mrs. Michael Casey  
P.O. Box 526  
Nicasio, CA 94946

RECEIVED  
JUN 30 2003  
Environmental Health

June 26, 2003

Mr. Scott Callow  
Marin County Environmental Health Services  
3501 Civic Center Drive, Room 236  
San Rafael, CA 94903

**RE: Drilling Permit # 02/03-16A**

Dear Mr. Callow:

Thank you for your letter dated June 18, 2003. Please be advised that as of this date we are not using the well which is the subject of your letter. Furthermore, we will not use it until it has been properly permitted. I assume that should I find evidence of use of the well by Ms. Parkinson I should notify you of that fact.

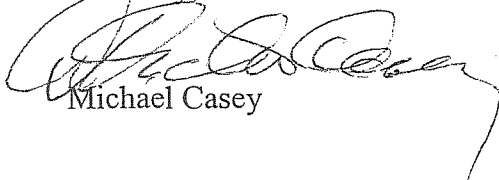
The facts recited in my earlier letter to you dated February 2, 2003 remain unchanged. The well company has still not been paid any of the outstanding invoices which the Parkinsons owed as of that date. Indeed, their bookkeeper (who recognizes and acknowledges that we have paid our half) has been calling me to see if there is anything which we can do to help them collect that outstanding balance. In addition, Ms. Parkinson and her husband have still not signed the outstanding proposed well agreement, nor have they agreed that such document may be recorded. By the same token they have also not refused – they have simply been silent on the issue.

I remain firm in my refusal to join in any permit application until those two conditions are met. I appreciate your suggestion of mediation. Unfortunately, my position is non negotiable since I am neither willing to pay their third party obligations (which they have never denied owing to Jerry and Don's Well Service), nor am I willing to assume liability for their use of potentially contaminated water. Hence, we seem to be at a standstill.

I interpret your letter as, in effect, a cease and desist order. Thank you. Perhaps now that Ms Parkinson can no longer use the well, she and her husband will finally do the right things which will enable the parties to jointly apply for a use permit.

Please call with any questions or comments.

Sincerely,

  
Michael Casey

FEB 23 2004

LAW OFFICES OF  
WILLIAM S. HOCHMAN  
ATTORNEY AT LAW  
QUAIL HILL BUILDING, SUITE 302  
899 NORTHGATE DRIVE  
SAN RAFAEL, CALIFORNIA 94903

Environmental Health

TELEPHONE  
(415) 492-9800

FACSIMILE  
(415) 492-9808

WILLIAM S. HOCHMAN

February 16, 2004

Via Fax No. (415) 662-2558 and Mail  
Mr. A. Michael Casey  
P. O. Box 526  
Nicasio, CA 94946

Re: Mr. A. Michael Casey - Casey/Kiboka Ownership Rights  
Under Community Well Agreement of April 29, 1999

Dear Michael:

This letter follows our most recent discussions of the above matter, and with specific reference to the Community Well Agreement I prepared which was signed by you and Mr. Todd M. Kohlmeister on April 29, 1999.

You have advised that the Kohlmeister property, which is referred to in the Agreement as Parcel 1, is presently owned by Mr. Stephen E. Roulac and his wife, Ms. Olivia D. Parkinson. By virtue of paragraph 9 of the Agreement, Roulac/Parkinson became the successors-in-interest to Kohlmeister under the Agreement.

The specific subject of the Agreement is "THE WELL" which was installed on Parcel 2, but is no longer in existence. Notwithstanding, Roulac/Parkinson have taken the position the terms and conditions of the Agreement are equally applicable to a new well that has been installed on Parcel 2 close to the location of THE WELL. I disagree with that analysis and will explain.

You have advised that THE WELL contemplated under the Agreement failed and was plugged and abandoned in November, 2002, pursuant to Marin County Well Destruction Permit No. WD02/03-16(1). In my opinion, that event ended all rights, duties and obligations under the Agreement because the very specific subject of the Agreement no longer existed for purposes of the Agreement.

The Agreement, as written, is very subject specific and pertains only to THE WELL referenced in the Agreement. Throughout, the Agreement makes specific reference only to "THE WELL", as defined, and being its subject. There is no provision in the Agreement that its terms and conditions apply equally or otherwise to any replacement, alternative or subsequent well. In fact, the Agreement is particularly silent in that respect because of the subject specific nature of the Agreement itself. That silence cannot be viewed as an oversight in the preparation of the Agreement. Rather, the omission from the Agreement of any

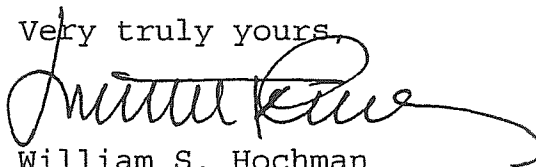
provision for a replacement, alternative or subsequent well is material to any interpretation of the Agreement and the fact that its terms and conditions were referenced only to **THE WELL**, and no other well. And, I hold that opinion also taking into consideration the Declaration of Covenants, Conditions and Restrictions recorded in Marin County's Official Records on June 5, 1981.

Apparently Roulac/Parkinson hold a different view based on some opinion that the terms and conditions of the Agreement equally apply to the new well and have provided that opinion to the County in furtherance of their proposed use of that well. It would be useful to see such an opinion, if it is in written form, for purposes of review and analysis. However, even without having that opinion before me, I am satisfied that the Agreement related only to **THE WELL** and no other well.

It is also my understanding that with respect to the new well, you and Roulac/Parkinson agreed to its installation and joint use. They will use the well for domestic purposes; your use will be to service your caretaker's cottage on Parcel 2; and it is not your intention to use the well to service your domestic needs at your residence. Since the new well is on property owned by Kiboka Properties, LLC, of which you are the manager, and the well water is shown to have contaminants, you are rightfully concerned about the potential of Kiboka's liability. Although you have attempted to rectify that concern by proposing to Roulac/Parkinson an Amendment to the Agreement in the form of an indemnity and hold harmless agreement, they have not accepted that Amendment or proposed any alternative. That leaves you to pursue more formal alternatives to protect Kiboka's and your interests, and to enlist the County to ensure that protections are in place regarding the use, maintenance and safety of the new well.

I will be pleased to discuss further with you what the nature and extent of those referenced "more formal" alternatives may be.

Very truly yours,



William S. Hochman