

STATEMENT OF KAY STOUT

This letter accompanies my addition complaint against Loloff Construction Company regarding the damage caused to my domestic well located at 170 1st Avenue.

I purchased this property in June of 2006. It was service by a domestic well which at that time was 25 foot deep with the water level 5 ft. below the surface. I rented the property continuously until October 2016. The most recent renter was Luis Medrano whose property was adjacent to the south. Mr. Medrano used the property for storage and used the dwelling to house his hired personnel. Neither Medrano nor the anyone living in the house ever informed me that the well had gone dry, however during this time Medrano called me on several occasions to say the sewer was not working. It was pumped twice that year, maybe 2015, but the inhabitant had Medrano call 3 or 4 times about the "sewer" not working which did not make sense to me. In retrospect, I think we had a miscommunication because of the language difference. He most likely was trying to say the pump (well) was not working. In December 2015 I was called because the well was not "working" and I sent Quality Well and Pump to the property. I got a bill for \$297.80 but no report so on March 5 of this year, I called them and asked about that invoice. Their report was that the renter had replaced the pump (without telling me) and the bill was for recharging the pressure tank. Their documentation was that there was only a foot of water at the bottom of the well on that date.

The reason Medrano ceased renting was because the property to the east (182 1st Ave) had been sold to a person who erected a fence along the true property line. The legal description for the property listed the true property lines as well as an ingress/egress easement of some feet onto the 182 1st Ave property. This fence on the property line actually left about 6 feet from my door steps to the fence, effectively cutting off my access to my property.

After the renter left in Oct. 2016 I took steps cure the problem with this fence and eventually I filed a lawsuit and the fence was finally moved to allow for ingress/egress to the property in Aug of 2017. During this time I allowed a niece to use the property for storage in exchange for cleaning up the grounds but she moved items into the house and began "living" there. I protested that she had not rented the house and her response in approximately April of 2017 was that she was not "renting" as it did not have any water in the well and had not had water since she first moved her things there. She told me she had called Quality Well and Pump and in January 2017 and had been told the well was dry.

This was the first I had actually heard of a problem with the well. I realized I would have to re-drill the well and went to the State Division of Water Resources to make sure it was a registered well. I learned that it was the ONLY registered well in the 3 properties of Lundgren Subdivision. I had the registration transferred to my name because I knew when I sold the property I would have to transfer that registration to the new owner.

I continued to allow my niece to stay in the house, not only because she had no place to go, but with the animosity with the neighbor to the east, I felt there needed to be someone there to watch the property.

When the fence was moved in Aug of 2017 I was not successful in evicting my niece until April of 2018. Now I finally had access to my property and I set about rehabilitating it. I decided that I had such extensive repairs to make that I would wait until the end of the rehab process to re-drill the well in case I would need to take out a loan to do so. If I waited until just before the house sold, it would be a short term loan.

It was about this time that I learned the reason the well had gone dry was the gravel pit. I had been told that the pit had been lined and the water would be coming back up, which was another reason I did not re-drill the well right away.

I have attached a statement from the contractor working on the house that he would need water occasionally and was checking the depth and water level of the well, hoping that the water would in fact return. He told me that from time to time that surface water would reach the well after a rainstorm or such but that the well remained approximately 19 feet deep with a foot or two of water at the bottom, which when used, did not return for some length of time. Essentially the well was still dry.

In the fall of 2018 I contacted Quality Well and Pump about re-drilling the well. We had a couple of problems right away. First, although that fence had been moved to the ingress/egress easement lines, it was still too close to the house to allow for the equipment to enter the property, let alone set up to drill so close to the house. Second, we would not be able to get a drill permit to put a full use well in the same location because it was too close to the existing septic tank. And third, Quality Well and Pump told me for months that they were too busy to do the work, at one point mentioning to me that they were re-drilling or drilling numerous wells down in that area west of the gravel pit. It was not until April of 2019 that I finally got the well drilled, having to move it to the south of the original well and pay for additional plumbing to get the water up to the house. I sold the property in May 2019.

I wish that I had monitored and recorded the levels in the existing well but I was foolishly confident that if Loloff Construction re-drilled the well on the Perea property to the east of mine and connected district water to the Hernandez property to the west of mine that they would also be liable for the loss of use of my well between these two. It was my thought that I had a registered water right and that the gravel company had no right to infringe on that right.

This well went dry during the time the property was rented by Medrano and I was not informed of that fact but it went dry in either 2014 or 2015 when the renter was complaining that the "sewer" did not work and actually did replace the pump. Loloff Construction knew that the wells on the properties on both sides of me had been "de-watered" but did not make any attempt to contact me to see whether or not I had the same problem.

I sold the property to Tom Toney, and if it is necessary to inspect the property at this time, I can contact this new owner to see if we can get access to ascertain the true location of both wells. I am not sure if Quality Well and Pump closed in the old well. It was my understanding that closing the old well would be a requirement of drilling the new one.

I am attaching the following information:

An overhead view of Lundgren subdivision showing the Hernandez property (160), my property marked in red and the Perea property (182).

A closer overhead view of Lundren subdivision showing the approximate location of the old well and the approximate location of the new well.

The April 1, 2019 statement for the drilling of the new well.

The April 18, 2019 statement for the plumbing installation for the new well.

The Well Construction and Yield Estimate Report on the new well.

The Pump installation and Production Equipment Test Report on the new well.

The Statement of James Johnson about his personal observation over time on the function of the old well.

Kay Stout
Name

3-11-20
Date