

69255-1

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NO. 69255-1-I

COURT OF APPEALS, DIVISION I
OF THE STATE OF WASHINGTON

WEST COAST, INC., a Washington Corporation,

Appellant,

v.

CAMANO CO-OPERATIVE WATER AND POWER CO.,
a Washington Corporation.

Respondent

BRIEF OF APPELLANT

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I. INTRODUCTION

This case involves a contract between Plaintiff/Appellant West Coast, Inc. (West Coast) and Defendant/Appellee Camano Co-Operative Water and Power Company (Camano Water) to install water mains.

West Coast is a real estate development company. In 2003 West Coast became interested in developing a parcel of real estate on Camano Island known as Saratoga Ridge.

The area near Saratoga Ridge already had some homes and full water service, however, in order to accommodate the increased housing that would be placed in Saratoga Ridge, water capacity had to be increased to meet fire flow requirements.

Camano Water provides water to the area. West Coast met with Camano water to determine what upgrades to the Camano Water system would be needed to provide adequate water to Saratoga Ridge. The parties agreed that a water flow of 500 gallons per minute (gpm) would be adequate.

West Coast and Camano Water entered a written agreement called a Developer Extension Agreement whereby West Coast would install the upgrades needed to provide a 500 gpm water flow

to Saratoga Ridge. In return, West Coast would be able proceed with development of Saratoga Ridge.

West Coast began performing under the agreement. Before the project could be completed, however, Camano Water demanded more extensive work be done on their water system in general. That extra work would benefit property outside Saratoga Ridge.

Doing the expanded work would make development of Saratoga Ridge a financial failure. Because Camano Water demanded the expanded work be performed, West Coast was forced to halt the project. As a result, West Coast lost the opportunity to develop Saratoga Ridge and suffered lost development opportunities as well as additional damages.

West Coast sued Camano Water for breach of contract. Part of that case included the claim that Camano Water had agreed to share costs of the upgrade installations.

Camano Water brought a Summary Judgment Motion and argued that the only agreement in existence was the Developer Extension Agreement, and under the terms of that agreement, there was no provision for cost sharing.

The trial court held the only agreement in effect was the Developer Extension Agreement. That agreement itself did not contain a cost sharing provision. Any references to cost sharing were in documents the trial court specifically found were not part of the Developer Extension Agreement. Because there was no written contract to cost share, the trial court dismissed West Coast's cost sharing claims, as well as its other claims, which were then not the subject of any summary judgment motion.

West Coast brought a Motion for Reconsideration arguing Camano Water had imposed additional conditions it wanted performed which were also outside the terms of the written Developer Extension Agreement and not a part of Camano's Summary Judgment Motion. Requiring West Coast to perform the additional work violated the terms of the Developer Extension Agreement. Consequently, that portion of West Coast's case should not have been dismissed.

The trial court agreed. The Developer Extension Agreement did not incorporate any other external plans. The case would proceed to trial on the issue of whether or not the extra work demanded by Camano Water constituted "additional conditions" outside the scope of the written Developer Extension Agreement.

Camano Water brought a second Summary Judgment Motion to dismiss the remaining "additional conditions" claim. That Motion was denied and the matter proceeded to trial.

Following West Coast's case in chief, where it had called two central Camano operatives as witnesses, Camano Water brought a Motion to Dismiss. That motion was denied. The trial court stated:

There is a written document referred to and called a Developer Extension Agreement, which was signed by Mr. Robinett on October 27, 2004, and signed by Mr. Gladstone, secretary of the board of Camano Co-Op on August 11, 2005. That document is sufficiently particular with respect to the project that was contemplated and the promises that were exchanged between the parties, and is a sufficiently binding contract such that the motion to dismiss needs to be denied.

(V.III, p.137-38).¹

At the conclusion of all testimony, the trial court ruled there was no contract between the parties and dismissed West Coast's claims.

On at least two separate occasions the trial court found the Developer Extension Agreement was a valid written contract. The case was tried on that basis. This appeal is about whether or not the trial court's reversal of its prior rulings that the Developer Extension Agreement was a valid contract, was error.

¹ Citations to the verbatim report of proceedings are to Volume and page number. There are three volumes therefore V.I is volume one etc.

II. ASSIGNMENTS OF ERROR

- 1). The trial court erred in making Finding of Fact No. 22.
- 2). The trial court erred in making Finding of Fact No. 23.
- 3). The trial court erred in making Finding of Fact No. 27.
- 4). The trial court erred in making Finding of Fact No. 30.
- 5). The trial court erred in making Finding of Fact No. 38.
- 6). The trial court erred in making Finding of Fact No. 68.
- 7). The trial court erred in making Finding of Fact No. 69.
- 8). The trial court erred in entering Conclusion of Law No.2.
- 9). The trial court erred in entering Conclusion of Law No. 3.
- 10). The trial court erred in entering Conclusion of Law No.
4.
- 11). The trial court erred in entering Conclusion of Law No.
5.
- 12). The trial court erred when it concluded the additional conditions required by Camano Water were missing essential elements of contract rather than additional conditions not within the scope of a valid underlying agreement.
- 13). The trial court erred when it failed to find Camano Water was estopped from denying the validity of the terms of the Developer Extension Agreement.

14). The trial court erred when it concluded Camano Water did not make misrepresentations to West Coast.

15). The trial court erred when it concluded West Coast owed money to Camano Water for unpaid amounts attributable to water shares in Camano Water, and did not order return of the price paid by West Coast for water shares.

16). The trial court erred when it entered judgment for attorney's fees for Camano Water.

III. ISSUES PERTAINING TO ASSIGNMENTS OF ERROR

1). Did the trial court err when it concluded there was no valid agreement between the parties?

2). Did the facts at trial establish the existence of a valid contract between the parties which was breached by Camano Water when it attempted to impose additional conditions not in the Contract?

3). Is Camano Water estopped from denying the existence of a valid agreement between the parties?

4). Did Camano Water make misrepresentations to West Coast?

5). Did the trial court err in concluding West Coast owed money to Camano Water on the basis of unpaid water share dues?

6). Did the trial court err in awarding attorneys fees to Camano Water?

IV. STATEMENT OF THE CASE

On October 26, 2010, West Coast filed a Complaint for Breach of Contract/Anticipatory Repudiation, Negligent and Intentional Misrepresentation, and Estoppel. The Complaint alleged that Camano Water violated its agreement to cost share the project and as a result, breached the agreement it had with West Coast.

In addition, the Complaint alleged Camano Water sought to impose additional conditions to the Agreement between the parties. (CP Sub.1).

In 2011, Camano Water brought a Motion for Summary Judgment to dismiss the cost sharing claim. The basis for the motion was that any agreement to cost share on the project was an oral agreement and the statute of limitations had passed for an action on an oral agreement. (CP Sub.4, and 10).

By Order dated April 4, 2011, Camano Water's motion was granted. (CP Sub.15). West Coast filed a Motion for Reconsideration on April 15, 2011. (CP Sub.16).

By letter ruling, the trial court denied in part and granted in part West Coast's Motion for Reconsideration. (CP Sub.29). In that ruling, the trial court found the only agreement between the parties was the Developer Extension Agreement. There was nothing attached to the Developer Extension Agreement, and therefore nothing, in particular, the Amended Water Plan which discussed the cost sharing agreement, was made part of the Developer Extension Agreement. The Amended Water Plan could not have been included in the Developer Extension Agreement because that plan was dated one month after Camano Water sent the Developer Extension Agreement to West Coast. (CP Sub.29, p.2).

The trial court ruled the only plans approved by Camano Water were those in the Developer Extension Agreement. (CP Sub.29, p.3). Consequently, because there was no written contract regarding the cost sharing issue, the six year statute of limitations did not apply. (CP Sub.29, p.3).

With regard to the "additional conditions" claim, the trial court reversed dismissal of West Coast's claim as the Summary Judgment motion did not address that issue. (CP Sub.29, p.4).

Camano Water brought a second Summary Judgment Motion to dismiss the remaining "additional conditions" claim. (CP Sub.37). That Motion was denied. (CP Sub.48).

The case was tried to the court over a three day period. At the conclusion of West Coast's case in chief, Camano Water moved to dismiss. The trial court denied the motion on the basis the Developer Extension Agreement was signed by both parties, was sufficiently particular with respect to the project contemplated, and was a sufficiently binding contract. (V.III, p.137-38).

Following trial, the trial court issued a letter ruling along with Findings of Fact and Conclusions of Law. (CP Sub.109, 110). The trial court found there was no binding agreement between the parties and the breach of contract claim was dismissed. In addition, the court found West Coast had not paid membership fees and assessments for water shares purchased and judgment in the amount of \$107,894.65 was entered on Camano Water's Counterclaim. (CP Sub.109, p.1).

A timely Notice of Appeal was filed and this appeal followed. (CP Sub.111). In an abundance of caution West Coast filed a separate notice of appeal regarding the trial court's separate order awarding attorney fees to Camano Water in this case which Order

was entered October 31, 2012. (Supplemental Designation of Clerk's Papers).

V. ARGUMENT

1. Standard of Review.

This case requires analysis of the formation of a contract, the terms of the contract and the acts and intent of the parties to the contract. Also to be analyzed are the subject matter of the contract, the objectives of the contract and all circumstances surrounding the contract as well as the acts and conduct of the parties and the reasonableness of interpretations urged by the parties. When the existence of a contract is involved as in this case, the situation creates a mixed question of fact and law. Mutual of Enumclaw Ins. v. USF Ins. Co., 164 Wn.2d 411, 425, 191 P.3d 866 (2008) (citing to Berg v. Hudesman, 115 Wn.2d 657, 667, 801 P.2d 222, (1990), and Stender v. Twin City Foods, Inc., 82 Wn.2d 250, 254, 510 P.2d 221 (1973).

When reviewing mixed questions of fact and law, the proper standard of review is "error of law". Under the error of law standard, a reviewing court "exercises its inherent and statutory authority to make a de novo review of the record independent of the agency's decision". Devine v. Employment Sec. Dept., 26 Wn.App.

778, 781, 614 P.2d 231 (1980); Daily Herald Co. v. Employment Sec. Dept., 91 Wn.2d 559, 562, 588 P.2d 1157 (1979).

In the instant case, it is within this Court's power to make a de novo review of the mixed question of fact and law and substitute its judgment for that of the trial court.

2. Facts Admitted at Trial.

John Robinett has been a real estate developer for over 35 years. (V.II. p.146). During that time, he has been involved in over 100 projects, with approximately 50 of those through West Coast. (V.II, p.147). Mr. Robinett is a principal in West Coast. In late 2003, he became interested in developing the Saratoga Ridge property. (V.II, p.150).

Mr. Robinett discovered the biggest roadblock to development of Saratoga Ridge was the ability to provide water to that parcel with adequate fire flow capacity. (V.II, p.157-58). Camano Water furnishes water for the area.

Seeking a solution, Mr. Robinett was guided to Mr. Kelly Wynn by Camano Water. (V.II, p.158). Kelly Wynn is the owner and operator of a business known as Water and Wastewater Services. Mr. Wynn works closely with the Camano Water board

and is an agent for Camano Water. (V.I, p.177-78; Finding of Fact #4).

Mr. Robinett also learned that another party had earlier expressed interest in developing Saratoga Ridge. Mr. Robinett called Mr. Wynn and identified the property Robinett was interested in developing. They also talked about the issue of fire flow. Mr. Wynn indicated if there was some information concerning the fire flow Mr. Wynn would provide it to Mr. Robinett. (V.II, p.161). Mr. Wynn also asked for more information on the property. (V.II, p.158).

On January 23, 2004, Mr. Robinett sent a fax to Mr. Wynn which included the assessor's tax number so Mr. Wynn would be clear as to what property Mr. Robinett had in mind. (V.II, p.159, Ex.24). In return, on January 24, 2004, Mr. Robinett received from Mr. Wynn a six page fax transmittal. (V.I, p.207, Ex. 71). That transmittal contained a memo from Mr. George Bratton, Camano Water's engineer, describing two plans to increase fire flow to Saratoga Ridge. One plan would result in a fire flow of 500 gallons per minute (gpm) and the other would result in 750 gpm flow. The memo had been prepared in 2003 by Mr. George Bratton for another party interested in developing Saratoga Ridge.

The information in that fax also contained accompanying maps of the area which showed where upgrades to the system would have to be made in order to achieve the increased fire flow capacities.

At trial, Camano Water argued the January 24, 2004 date and fax transmittal were crucial to the case because that was when Camano Water alleged West Coast received notice road crossings would be involved in the construction. Camano Water, through Kelly Wynn, sought to introduce evidence that the January 24, 2004 fax transmittal he sent to John Robinett included map information that indicated road crossings. (V.I, p.185-86, p.190, Ex. 70). That document which showed road crossings *did not have transmittal phone numbers or fax stamps that showed it had actually been sent or received on that date, or any other date.*

On the other hand, West Coast introduced exhibit 71. (V.I, 188), which was the information received by John Robinett on January 24, 2004. That document was sequential by page, had fax numbers and fax identification information indicating it had been sent by Kelly Wynn and received by John Robinett on that date. The evidence showed the material actually sent to West Coast by Kelly Wynn on January 24, 2004 *did not show road crossings.* The

court found the transmittal that was sent to West Coast *did not have any diagrams which showed road crossings*. (Finding of Fact #19) and that Ex.70 *did not* represent Mr. Wynn's response to West Coast. There was *no evidence* West Coast had information road crossings would be involved in the construction prior to signing the Developer Extension Agreement.

The fax received by Mr. Robinett *did not* show any areas where the system would require crossings under any roads and Mr. Robinett *was never* told about the need for any road crossings prior to his meeting with the Camano Water board in February of 2004. (V.II, p.163-64; Finding of Fact #19). Mr. Robinett *was never* told the fax he received from Mr. Wynn was incomplete in any way or that it should have contained information showing placement of road crossings in order to meet the fire flow needs to develop Saratoga Ridge. (V.II, p.164).

According to the Bratton memo, in order to increase fire flow to 500 gpm, approximately 2660 lineal feet of pipe would have to be installed. That would be accomplished by replacing approximately 750 feet of 3 inch pipe with 8 inch pipe along Uplands Road, and replacing approximately 1,910 feet of 4 inch pipe with 8 inch pipe along West Camano Drive. (Ex.71).

The alternate plan to provide fire flow of 750 gpm required much more work, including installation of approximately 5470 lineal feet of pipe. (Ex.71).

Mr. Robinett took the two plans to a Camano Water Board meeting on February 19, 2004. He placed the Bratton memo with the two plans before the board to discuss what would be needed to develop Saratoga Ridge. The first decision was the 500 gpm flow would be required for development.

Next, the total length of pipe to be replaced was confirmed. It was also agreed that 8 inch pipe would be placed on the east side of West Camano Drive and the north side of Uplands Drive. (V.II, p.165-66).

Mr. Bert Cronin was also involved with West Coast at that time and attended the February 19, 2004 board meeting. Mr. Cronin stated the purpose of the meeting was to see if Camano Water would service the property with water. West Coast also wanted to find out what would be involved with fire flow issues as part of a feasibility study to develop Saratoga Ridge. (V.I, p.32). Mr. Cronin testified that at the February 19, 2004 meeting, the Board agreed that 8 inch pipe would need to be placed on the east

side of West Camano Drive to meet the fire flow requirements. (V.I, p.33, 35).

The possibility of cost sharing for portions of the work was also discussed at the February 19, 2004 meeting but no decision was made at that time. Mr. Robinett was told Kelly Wynn would get back to him regarding cost sharing. (V.II, p.167). The cost sharing issue is not being pursued in this appeal.

Mr. Robinett left that meeting with the clear understanding the project would require installation of 8 inch pipe along the east side of West Camano Drive. It was also clear how much pipe would be installed and there was a rough estimate of the cost of performing the work. (V.III, p.99-101). There was never any discussion about improving Camano Water's entire water system. (V.III, p.103).

Mr. Ron Little, a Camano Water board member, testified the reason for laying new pipe in the area was to allow sufficient fire flow to Saratoga Ridge, and any work done under the Developer Extension Agreement was to be for the benefit of Saratoga Ridge. (V.I, p.90, p.91). In addition, the Developer Extension Agreement did not call for construction of any crossings to the west side of West Camano Drive and the project called for installation of 2660

lineal feet of pipe on the east side of West Camano Drive. (V.I, p. 89, p.97, p.103). Mr. Little admitted other work later required by Camano Water would not improve fire flow to Saratoga Ridge. (V.I, p.109).

Knowing what was required to develop Saratoga Ridge in terms of water availability, West Coast finalized purchase of the property and obtained a construction loan that would provide working capital to perform the work needed to develop Saratoga Ridge. (V.II, p.154, Ex.75).

In late March of 2004, Mr. Dave Downing, a professional land surveyor was retained by West Coast to do boundary surveying and preliminary plat approval work. (V.I, p.37-40). He met with representatives of Camano Water at both the Camano Water offices and on site at Saratoga Ridge. (V.I, p.41).

One of Mr. Downing's objectives was to do the work necessary to design the water line that would be required on the property and to locate any features needed for that line. Through his meeting with Camano Water representatives, Mr. Downing was told to do topographical maps of the east side of West Camano Drive. He was never told to do topographical maps of the west side of West Camano Drive and he was never told to locate proposed

road crossings. (V.I, p.42). A topographical survey map was produced which showed work only on the east side of West Camano Drive. The map was completed shortly after the late March, 2004 meeting. (V.I, p.44, Ex.60).

In addition to the topographical survey map, Mr. Downing's firm also supplied a map showing right of way areas to place the pipe in the development. All of those identified right of ways were on the east side of West Camano Drive. That map was completed in approximately April of 2004. (V.I, p.46, 47, Ex.59).

At no point did anyone tell Mr. Downing they wanted him to establish right of ways on the west side of West Camano Drive. At no time did anyone tell Mr. Downing they wanted him to show work related to hooking up homes on the west side of West Camano Drive. (V.I, p.47).

On October 27, 2004 West Coast was finally provided, after many inquiries, a Developer Extension Agreement to sign, and paid a \$300.00 fee. (Ex.4, Ex.5). That Agreement called for West Coast to install approximately 2660 lineal feet of pipe to benefit Saratoga Ridge. (Ex.4).

By letter dated November 22, 2004, West Coast was notified Camano Water approved the Developer Extension Agreement. (Ex. 6).

Approximately four to eight weeks after the Developer Extension Agreement was signed, West Coast received some material that contained two map drawings labeled "preliminary" that were dated November 1, 2004. (V.II, p.178, Ex.21). Those drawings identified three separate road crossings to be included in installation of the water plan to increase fire flow in Saratoga Ridge. No one from West Coast had ever seen any drawings prior to this time that called for road crossings. The crossings were not a concern to Robinett because they were in a booklet marked "preliminary" and appeared to Robinett to be a submittal to the Department of Health for a system expansion for Camano Water. It was Robinett's experience that when a water system was going to do an expansion they include "other stuff". (V.II, p.178-81).

By letter dated February 1, 2005, Camano Water notified Island County that a Developer Extension Agreement had been entered between West Coast and Camano Water. Per the Agreement, West Coast would increase the water main size along

West Camano Drive and Upland Road to accommodate fire flow for Saratoga Ridge. (Ex.7).

Mr. Jeff Van Den Top, a general contractor, was hired by West Coast to work on Saratoga Ridge in March of 2005. (V.I, p. 57, p.59-60). During initial planning Mr. Van Den Top met with Mr. Wynn of Camano Water and another representative of Camano Water at Mr. Robinett's office. They decided to have a survey done of the area to determine the location of right of ways. (V.I, p.61). Consistent with what Kelly Wynn told John Robinett after the November 2004 preliminary plans, Mr. Wynn never indicated any work would be required on the west side of West Camano Drive. (V.I, p.63).

Mr. Van Den Top met with Mr. Wynn again in June or July of 2005 and they toured the development site after the survey was completed. Mr. Wynn again did not indicate any work would be done on the west side of West Camano Drive, however, he did bring up the idea of going under the road and making connections to other projects. That was the first Mr. Van Den Top had ever heard of that idea. (V.I, p.63-64). Mr. Van Den Top did approximately \$24,654.00 worth of work on the Saratoga Ridge project which was paid by West Coast. (V.I, p.65, Ex.30).

On August 11, 2005, Julian Gladstone, secretary to the Camano Water board, signed the Developer Extension Agreement which had been presented by West Coast. No changes or notations were made by Mr. Gladstone on that agreement when he signed for Camano Water. (Ex.4).

In spite of the signed Developer Extension Agreement, by January 2006, Camano Water had expanded the work they demanded West Coast to perform. That included three road crossings as well as moving the replacement water main to the west side of West Camano Drive. Camano Water also wanted West Coast to hook up additional houses to the system on the west side of West Camano Drive. (V.III, p.12).

By letter dated January 16, 2006, West Coast objected to Camano Water's changed plans. West Coast pointed out the February 19, 2004 board meeting which gave rise to the Developer Extension Agreement only discussed improving the water line on the east side of West Camano Drive to improve fire flow to Saratoga Ridge. (V.III, p.12, Ex.9). The new conditions were outside the original Developer Extension Agreement and had not been discussed by the parties before the agreement was signed. (V.III, p.9). Mr. Gladstone, the Camano Water Board member who

had signed the Developer Extension Agreement on behalf of the board, had indicated to Mr. Robinett that he did not believe the board intended to require improvements on the west side of West Camano Drive. (Ex.9).

In response, Camano Water sent a letter to West Coast dated March 2, 2006 in which Camano Water stated the board was not willing to change from plans that were approved in November, 2004, although those plans were approved *after* West Coast signed the Developer Extension Agreement and the plans were not shown to West Coast prior to signing. Those plans included three road crossings and capping the 4 inch main on the west side of West Camano Drive. (Ex.10). They were not part of, or attached to, the Developer Extension Agreement signed by West Coast in October 2004 and signed by Camano Water in August 2005.

It was apparent to Mr. Robinett the new requirements would double the scope of the work he had agreed to do and double the costs. (V.III, p.14, p.38).

Believing the Developer Extension Agreement and its terms remained a valid contract, West Coast hired Mr. Joe Smeby, a civil engineer. (V.I, p.136, Ex.15). On May 4, 2006, Mr. Smeby met with Kelly Wynn on the job site to look at the alignment for the new

water main. (V.I, p.142-43). Mr. Smeby also toured the site on May 11, 2006 with two representatives of Camano Water and an Island County employee. Their discussion had placement of the new water main *on the east side of West Camano Drive*. (V.I, p.143-44).

Mr. Smeby produced initial construction plans which were submitted to Camano Water on May 31, 2006. Those plans were returned with comments calling for the water main to be switched to the other side of West Camano Drive. (V.I, p.144-45, Ex.24). Mr. Smeby's plan did not show any road crossings and the returned plans contained no notes regarding lack of crossings. (Ex.24).

By letter dated June 6, 2006, Kelly Wynn informed West Coast that Camano Water now required three road crossings and transferring and hooking up an additional 33 residences to the water main to be installed by West Coast. (Ex.12). This letter did not indicate Camano Water felt there was no agreement between the parties.

After receiving these new requirements Mr. Smeby and Mr. Robinett met with Mr. Wynn and Mr. Irving of Camano Water on June 13, 2006. (V.I. p.147, Ex.15). At that meeting, Mr. Robinett indicated the new conditions were not part of the signed Developer

Extension Agreement and weren't issues discussed between Mr. Robinett and the Camano Water Board in the February 19, 2004 board meeting. They were not included in his decision to purchase and develop Saratoga Ridge. (V.III, p.22).

At the June 13, 2006 meeting it was agreed that Mr. Smeby would continue revising the design plans and provide fittings for future crossings, but the plans would not show crossings and would not show work on the west side of West Camano Drive. (V.I, p.147; V.III, p.22-24). Accordingly, a second set of construction plans was submitted. (V.I, p.148, 150, Ex.24, p.271; Ex.66).

On July 6, 2006, Mr. Robinett sent Camano Water a letter outlining the actions that had taken place up to that point and detailed the changed scope of work Camano Water was demanding since his meeting with the Camano Water board on February 19, 2004. (Ex.13).

Following receipt of West Coast's third set of construction plans without road crossings, Camano Water told West Coast that future plans would have to include three road crossings as well as service lines appearing in plans prepared by Camano Water's engineer, George Bratton. (V.I, p.152, 157, Ex.14, Ex.67).

West Coast was ready to begin construction but had Mr. Smeby call Kelly Wynn to see what was "going on". At that point, West Coast determined they could not perform the work Camano Water was demanding and the project was shut down. (V.III, p.25-26).

Camano Water supplies water to its customer/members based on ownership of co-op shares. In 2005, Mr. Robinett received a call from Mr. Wynn indicating Camano Water was going to increase the price of shares in the cooperative from \$5,000.00 to \$7,000.00. Mr. Robinett was interested but his development had not been approved. He wanted assurance that if his plat was not approved, he could sell the shares back to Camano Water. (V.III, p.39-40).

Prior to purchasing shares, Camano Water offered to buy back two shares if West Coast did not use them. (Ex.24, p.301, letter dated March 2, 2005). That was not acceptable to Robinett.

Mr. Robinett agreed to purchase 20 water shares with the caveat if the plat was not approved as proposed or was approved for less than the lots requested, he could sell the shares back to Camano Water for the same price. (V.III, p.40; Ex.25). Mr. Robinett paid \$100,000.00 for the shares. Mr. Robinett's letter of

purchase and payment were made *after* Camano Water's initial offer to repurchase up to two shares. West Coast's check was cashed and Mr. Robinett never heard any response regarding the buy-back stipulation. (V.III, p. 40-41).

While the Saratoga Ridge project remained viable, West Coast continued to pay charges associated with the water shares. When Camano Water held up development, West Coast stopped paying the assessments. (V.III, p.42). Development of the Saratoga Ridge plat remains unfinished.

After trial Camano Water sought a judgment for attorney's fees regarding the dues portion of its case, without having provided evidence to support a fee award at trial. Further, the request for fees was not properly segregated between tasks or supported by declarations of reasonableness. The trial court awarded fees in the amount of \$1,896.00, statutory fees of \$200.00 and costs of \$240.00. (Supplemental Designation of Clerk's Papers).

3. The Trial Court Erred When it Concluded There Was No Valid Agreement Between the Parties.

On at least two occasions the trial court ruled the Developer Extension Agreement was a valid contract. Those rulings were

correct. The Developer Extension Agreement meets all the conditions necessary to form a contract.

The Developer Extension Agreement calls for West Coast to place 2,660 lineal feet of 8 inch pipe along West Camano Drive and Uplands Road in a manner that provides water flow of 500 gpm to Saratoga Ridge. In return, Camano Water will provide water service to Saratoga Ridge and allow residential development.

The essential elements of a valid executory contract are competent parties, legal subject matter and valuable consideration. Wise v. City of Chelan, 133 Wn.App. 167, 173, 135 P.3d 951 (2006). Those three elements are present in the instant case.

Camano Water and West Coast were legally competent to contract for the work.² The subject matter of the contract was legal. West Coast paid a \$300.00 non-refundable administration fee when the Developer Extension Agreement was signed.

In addition, a promise for a promise is also sufficient consideration to support an executory contract. Mowbray Pearson Co. v. E.H. Stanton Co., 109 Wash. 601, 603, 187 P. 370 (1920). In the instant case, under the Developer Extension Agreement, West Coast promised to install 2,660 lineal feet of pipe in order to

² Camano Water can enter contracts for extension work pursuant to RCW 57.22.010 which is discussed below.

provide sufficient fire flow to Saratoga Ridge. Camano Water promised to provide water to the property once that pipe had been installed. With water, West Coast could develop Saratoga Ridge.

The terms and conditions of the contract were also set forth with specificity. They include:

1. Identity of parties.
2. Location of work for the extension and the legal description of the property.
3. Scope of the work to be performed, i.e. installation of 2,660 lineal feet of pipe.
4. Description of fees and charges.
5. Payment terms.
6. Engineering requirements.
7. Design standards.
8. Insurance requirements.
9. Easement issues.
10. Permitting requirements.
11. Grading requirements.
12. Water supply provisions.
13. Conditions for connection to Camano Water's system.
14. Conditions regarding final acceptance.

15. Bill of sale requirements.
16. Project management requirements.
17. Certification of cost requirements.
18. Agreement regarding restrictions and encumbrances in the development.
19. Conveyance of title requirements.

West Coast signed that agreement on October 27, 2004 and sent it on to Camano Water.

On November 1, 2004, different plans were approved by Camano Water for upgrading the Upland Road Water system. (Amendment to Water System Plan Upland Road Extension, Ex.22). Those plans were not attached to the Agreement and called for road crossings and additional housing hook ups. Camano Water knew of the system upgrade plan when it received the signed Developer Extension Agreement from West Coast.

Yet even after Camano Water had the new plans in their possession, Camano Water signed the Developer Extension Agreement as presented by West Coast containing only the requirement that West Coast install 2660 lineal feet of pipe to increase fire flow to Saratoga Ridge.

Camano Water did not try to amend the Developer Extension Agreement to include any portion of the amended plan before signing. Camano Water did not refuse to sign the Developer Extension Agreement until it was amended to include the upgraded plans that were by then in Camano Water's hands. Camano Water did not respond to West Coast saying the Developer Extension Agreement did not reflect their meeting of the minds through the February 19, 2004 meeting.

On August 11, 2005, Camano Water signed the Developer Extension Agreement as presented by West Coast which called for West Coast to install 2660 lineal feet of pipe along West Camano Drive and along Upland Road in order to provide 500 gpm fire flow to Saratoga Ridge per the February 19, 2004 meeting. Camano Water signed the Developer Extension Agreement in the exact form as presented by West Coast, without objection or attempt at alteration or amendment, and without attachments.

If Camano Water felt the Developer Extension Agreement as presented by West Coast did not reflect the intent of the parties, it did not have to sign the agreement. Camano Water's actions speak for themselves.

West Coast made an offer through the signed Developer Extension Agreement. Camano Water notified West Coast the Developer Extension Agreement had been approved prior to signing. It did not tell West Coast the agreement had been approved *with conditions or any other conditional acceptance*. Camano Water accepted the deal for West Coast to install 2660 lineal feet of pipe. Camano Water then signed the agreement as presented without variance.

The validity of a contract will be shown by objective manifestation of mutual assent. Manifestation of mutual assent is shown by offer and acceptance. Discover Bank v. Ray, 139 Wn.App. 723, 726, 162 P.3d 1131 (2007). There was a valid contract between West Coast and Camano Water.

Any subsequent change of heart Camano Water might have had does not change the validity of the underlying Developer Extension Agreement. Camano Water's later attempt to require West Coast to include work outlined in the "Amendment to Water System Plan Upland Road Extension" was nothing more than an attempt to unilaterally alter the Developer Extension Agreement. That is not allowed.

Modification of a contract can only occur with mutual intent. Without a mutual change of obligations or rights, modification lacks consideration and cannot serve as modification of an existing contract. The burden of proving the parties intended to modify the earlier agreement rests with the party asserting the modification. Flower v. T.R.A. Industries, Inc., 127 Wn.App. 13, 27-28, 111 P.3d 1192 (2005). At no point did West Coast agree to perform any work not represented in the Developer Extension Agreement.

As a practical matter, it makes absolutely no sense to believe a developer interested in developing one parcel of land would agree to upgrade an entire water system in order to develop his or her individual parcel. It is also unrealistic to believe Camano Water could reasonably expect a developer to voluntarily agree to such a condition.

Under the Developer Extension Agreement, ***the only thing Camano Water can require of West Coast is installation of 2,660 lineal feet of 8 inch pipe, without road crossings, to service the Saratoga Ridge parcel with 500 gpm water flow.***

Under the agreement reached with West Coast, any further work or upgrade to the water system remains the responsibility of Camano Water. Requiring West Coast to perform the upgrades to

receive water for Saratoga Ridge is a breach of the Developer Extension Agreement.

The issue is actually quite simple. The only way Camano Water could refuse to perform under the Developer Extension Agreement was if West Coast declined to install 2,660 lineal feet of pipe without road crossings, which would result in a water flow of 500 gpm to Saratoga Ridge. Instead, Camano Water refused to perform under the original terms of the Developer Extension Agreement. *Camano Water refused to approve a plan which called for installation of 2660 lineal feet of 8 inch water main, without road crossings, to provide a 500 gpm flow to Saratoga Ridge.* Any failure to perform a contractual duty constitutes a breach. TMT Bear Creek Shopping Center, Inc. v. Petco Animal Supplies, Inc., 140 Wn.App. 191, 210, 165 P.3d 1271 (2007). Camano Water breached the agreement with West Coast.

4. Camano Water is Estopped from Denying the Existence of a Valid Agreement through the Developer Extension Agreement.

Washington recognizes promissory estoppel which acts as a sword in causes of action for damages. McCormic v. Lake Washington School Dist., 99 Wn.App. 107, 117, 992 P.2d 511 (1999).

There are five elements to a promissory estoppel claim. 1) a promise; 2) the promisor should reasonably expect to cause the promisee to change his position; 3) the promise actually causes the promisee to change his position; 4) the promisee justifiably relied on the promise, and; 5) the reliance occurred in such a manner that injustice can be avoided only by enforcement of the promise. Flower v. T.R.A. Industries, Inc., 127 Wn.App. 13, 31, 111 P.3d 1192 (2005), rev. den. 156 Wn.2d 1030, 133 P.2d 747 (2006).

All the elements are present in the instant case. First, a promise was made. West Coast specifically asked what would be necessary to get water to Saratoga Ridge for development. Camano Water said a fire flow of 500 gpm to Saratoga Ridge would be required. That could be accomplished through installation of 2,660 lineal feet of 8 inch pipe. If West Coast performed the work, water would be provided and development could begin. An agreement was signed which called for exactly that work to be done by West Coast.

Second, there was an expected change of position. Camano Water reasonably expected the promise to cause West Coast to change its position. At the meeting with the Camano Water board, West Coast told the board it was considering

purchasing and developing Saratoga Ridge if it was feasible. It is evident Camano Water knew and expected that West Coast would change position and complete the purchase of Saratoga Ridge to develop the property in reliance on the promises and representations made by Camano Water.

Third, there was an actual change of position. West Coast actually changed its position based on the promise by Camano Water regarding the scope of the work needed to obtain sufficient water to develop Saratoga Ridge.

Fourth, there was justifiable reliance. Mr. Robinett attended a February 19, 2004 Camano Water board meeting to discuss the water requirements to develop Saratoga Ridge. Camano Water, in its official capacity, made the promise of what was required and West Coast justifiably relied on that promise, and executed the Developer Extension Agreement thereafter.

Fifth, estoppel is necessary to prevent injustice. If Camano Water is not estopped from denying its promise, West Coast will suffer nearly One Million Dollars in damages. *See Section 6, infra.* The only way to avoid an injustice is to find Camano Water breached its agreement and is liable for the damages caused by that breach.

Camano Water made a specific promise and signed a valid contract for performance of that promise. West Coast has suffered substantial harm as a result of Camano Water's refusal to perform. Camano Water cannot be allowed to deny its obligation and is responsible for the damages caused thereby.

5. Camano Water Misrepresented the Work It Would Require West Coast to Perform in Order to Develop Saratoga Ridge.

To the extent Camano Water required West Coast to do anything more than install 2,660 lineal feet of 8 inch pipe on the east side of West Camano Drive per the Developer Extension Agreement, Camano Water made material misrepresentations in forming the contract.

Washington has adopted the Restatement (Second) of Torts description of negligent misrepresentation which is:

One who, in the course of his business, profession or employment, .. supplies false information for the guidance of others in their business transactions, is subject to liability for pecuniary loss caused to them by their justifiable reliance upon the information, if he fails to exercise reasonable care or competence in obtaining or communicating the information.

Van Dinter v. Orr, 157 Wn.2d 329, 322, 138 P.3d 608 (2006).

That general definition has been further refined:

A plaintiff claiming negligent misrepresentation must prove by clear, cogent, and convincing evidence that (1) the defendant supplied information for the guidance of others in their business transactions that was false, (2) the defendant knew or should have known that the information was supplied to guide the plaintiff in his business transactions, (3) the defendant was negligent in obtaining or communicating the false information, (4) the plaintiff relied on the false information, (5) the plaintiff's reliance was reasonable, and (6) the false information proximately caused the plaintiff damages.

Ross v. Kirner, 162 Wn.2d 493, 499, 172 P.3d 701 (2007).

In the instant case, all elements of negligent misrepresentation are present.

Camano Water supplied false information. On February 19, 2004, representatives of West Coast attended a board meeting of Camano Water. Camano Water represented that if West Coast installed a water system upgrade that would provide 500 gpm water flow to Saratoga Ridge to meet fire requirements, development of the area could occur. That upgrade would consist of installing 2660 lineal feet of 8 inch pipe. There were no hook-ups discussed, there were no road crossings discussed.

In fact Camano Water knew or had to know they had a new plan called the "Amendment to Water System Plan Upland Road Extension", which called for extensive upgrades to the entire water system in the area. They did not tell West Coast of the existence of

this plan or that there were other potential plans under consideration. Element 1 is met.

Camano Water knew the information would guide West Coast's business decision. When West Coast met with the Camano Water board, it was clear West Coast's actions would depend on the results of that meeting. Element 2 is met.

Camano Water was negligent in communicating the false information. Camano Water agents continued to work with West Coast as preliminary development work was performed pursuant to the Developer Extension Agreement. At no point until after West Coast began work with Camano Water's knowledge, and signed the Developer Extension Agreement, did Camano Water indicate to West Coast it would need to do anything more than install 2660 lineal feet of 8 inch pipe on the east side of West Camano Drive.

It is inconceivable Camano Water had plans to upgrade the entire Uplands Water system and did not communicate that to West Coast at the February 19, 2004 meeting. To withhold that information until West Coast had signed the Developer Extension Agreement is clearly negligent. Element 3 is met.

West Coast relied on the information from Camano Water. West Coast was told in order to develop Saratoga Ridge, they

would have to install 2660 lineal feet of pipe to provide a fire flow of 500 gmp to the area. Relying on that information West Coast completed purchase of the property and obtained financing to buy the land and pay development costs. Element 4 is met.

West Coast's reliance was reasonable. West Coast met with the governing board of Camano Water and was told they needed to install 2660 feet of 8 inch pipe to get water to Saratoga Ridge. The plans that outlined the work to be performed were provided by an agent of Camano Water, developed by Camano Water's own engineer, and were approved by Camano Water at the meeting of February 19, 2004. West Coast reasonably relied on the representations of Camano Water, its agent and its board. Element 5 is met.

The false information proximately caused damage to West Coast. Camano Water stated it would provide water to Saratoga Ridge if West Coast installed 2660 feet of pipe on the east side of West Camano Drive to make the system capable of 500 gpm fire flow. That was false. In reliance, West Coast purchased the property and began development. When Camano Water demanded West Coast perform work outside the scope of the Developer Extension Agreement, the project was doomed

financially. As a result, West Coast has incurred damages approaching One Million Dollars. (Ex. 29, Ex. 55, Section 6, *infra*). Element 6 is met.

The misrepresentation involved in this case is particularly onerous. Camano Water watched as West Coast incurred costs and performed preliminary work. Camano Water treated the Developer Extension Agreement as a valid contract. When asked about a contract, Mr. Gladstone, a Camano Water Board member was told by Mr. Wynn, Camano Water's agent, that, yes, there was an agreement with West Coast. Camano Water informed Island County of an agreement with West Coast.

At no time did Camano Water suggest there was no agreement. At no time did Camano Water suggest West Coast might want to halt development until Camano Water's perception of the scope of the agreement was addressed. Instead, what Camano Water *did do* was attempt to impose additional conditions on the agreement already in place.

Camano Water chose to let West Coast continue to perform under the terms of the original underlying agreement and incur costs in the apparent belief that West Coast would eventually be so deeply invested in the project it would have to agree to the new

requirements. Unfortunately, Camano Water's plan did not get them a free upgraded system, it bankrupted West Coast's project instead.

In contrast, not once did West Coast agree to any expanded work outside that set forth in the Developer Extension Agreement. West Coast consistently and continually stated the agreement called for installation of 2660 feet of 8 inch pipe on the east side of West Camano Drive and along Upland Road and nothing more.

Camano Water's misrepresentation is underlined by its belief Camano Water could demand whatever performance they desired from West Coast under the Developer Extension Agreement. Relying on language in the Developer Extension Agreement which says the project shall be installed in accordance with plan specifications approved by the water company, Camano Water's agent, Mr. Wynn, testified that it was their belief Camano Water could tell West Coast to build whatever Camano Water wanted, even if it required installation of *more* than 2660 lineal feet of pipe. (V.II, p.23, 29-32).

Under this approach, Camano Water believed they could force compliance with any plan produced at any time as long as it was "approved" by Camano Water. The fact the plan ultimately

“approved” by Camano Water varied wildly from the scope of the Developer Extension Agreement was of no consequence to Camano Water.

Camano Water wanted to upgrade its entire water facility in the area near Saratoga Ridge. Camano Water believed they could force West Coast to perform whatever work Camano Water deemed necessary to meet their wishes regardless of what was agreed to in the Developer Extension Agreement. Camano Water misrepresented the scope of work they would require West Coast to perform before they would provide water to Saratoga Ridge.

6. West Coast’s Costs and Expenses Show the Parties Believed the Developer Extension Agreement was a Valid Agreement.

Camano Water stood by and watched West Coast incur costs performing under the Developer Extension Agreement. That behavior is evidence Camano Water knew that agreement was a valid contract. Not only did Camano Water observe as West Coast’s development costs mounted, Camano Water was an active participant in building those costs.

Camano Water had multiple on site meetings in which development plans were discussed. It was clear to Camano Water what West Coast believed its obligation to be under the Developer

Extension Agreement and it was clear West Coast was proceeding to perform those obligations.

West Coast's costs included site preparation, engineering, topographical surveys and identification of right of ways for installation of water mains. Those costs amounted to nearly \$800,000.00. (Ex.29).

The fact Camano Water may now argue they believed they could unilaterally change the terms of the Developer Extension Agreement does not alter the validity of the agreement itself. See *Section 3 and Flower v. T.R.A. Industries, Inc., supra*. Both parties believed they had a valid contract.

7. The Trial Court Erred in Concluding West Coast Owed Money to Camano Water on the Basis of Unpaid Water Share Dues, and Did Not Order Return of the Price Paid by West Coast for the Shares.

The trial court's ruling that West Coast owed money to Camano Water for water shares was inconsistent with the finding of no agreement.

West Coast purchased 20 water shares in Camano Water for \$5,000.00 per share for a total purchase price of \$100,000.00. That purchase was made based on the understanding West Coast would be able to develop Saratoga Ridge pursuant to the

Developer Extension Agreement entered with Camano Water. If there was no valid agreement to develop Saratoga Ridge, there can be no basis to uphold the sale of shares and there can be no liability for dues owed as a result of share ownership. The trial court erred in reaching the inconsistent and contradictory ruling that West Coast owed money to Camano Water on the basis of West Coast's share ownership. Instead, and consistent with its ruling, it was required to enter Judgment in favor of West Coast, requiring Camano Water return to West Coast the amount paid for the shares.

Camano Water did not protest the conditions placed on the purchase by West Coast. West Coast's conditional purchase was made *after* Camano Water offered to repurchase two water shares. Camano Water negotiated the \$100,000.00 check with knowledge of the conditions placed on the purchase. The reason development of Saratoga Ridge did not occur is because Camano Water changed the scope of the project outside the requirement of installing 2660 feet of pipe to increase fire flow to Saratoga Ridge.

Camano Water breached the terms of the agreement which was the basis for purchase of the water shares. As a breaching party, Camano Water is not entitled to any benefit under that

agreement. 224 Westlake, LLC v. Engstrom Properties, LLC, 169 Wn.App. 700, 731, 281 P.3d 693 (2012).

8. The Trial Court Erred Awarding Attorney's Fees to Camano Water.

The trial court awarded attorneys fees to Camano based on the Bylaws of Camano Water, which has an attorneys' fees provision (See Camano Water Motion for Attorneys' Fees, Supplemental Designation of Clerk's Papers, Sub 121), The trial court initially entered a decision in this case on August 2, 2012. That decision did not contain an award of costs or attorney's fees, nor were they included in the Findings and Conclusions entered by the court. Expenses such as costs and attorney's fees are damages which must be proven to the trier of fact at trial and no evidence of costs or fees was made part of the trial of this matter. Newport Yacht Basin Ass'n of Condominium Owners v. Supreme Northwest, Inc., 168 Wn.App. 86, 90, 285 P.3d 70 (2012). The parties did stipulate, however, that this evidence could be submitted post trial.

However, in order to support an award of costs and fees, the "Lodestar Method" requires a break down of hours multiplied by reasonable rates with a determination of reasonableness made

based on the circumstances of the case. Bowers v. Transamerica Title Ins. Co., 100 Wn.2d 581, 593, 675 P.2d 193 (1983); Schmidt v. Cornerstone Invest, Inc., 115 Wn.2d 148, 169, 795 P.2d 1143 (1990). The burden of proving reasonableness of the requested fees is on the applicant. Scott Fetzer Co. v. Weeks, 122 Wn.2d 141, 151, 859 P.2d 1210 (1993).

No evidence was provided by Camano Water to show the reasonableness of the fees, there was no declaration in support of the fees and there was no segregation of fees/time devoted to this single issue supported by sworn testimony. As a result, an award of fees by the trial court was in error.

9. West Coast Should Be Awarded Fees and Costs for this Appeal.

Pursuant to RAP 18.1, West Coast hereby requests an award of reasonable fees and expenses allocable to the dues issue pursuant to the Bylaws of Camano Water for bringing this appeal.

VI. CONCLUSION

West Coast wanted to develop Saratoga Ridge. West Coast was an experienced development company and in their due diligence, found that in order to develop the property they had to increase the water service to the area to provide sufficient fire flow.

Camano Water provides water to the Saratoga Ridge area. After initial discussions with Camano Water, West Coast was given two water plans which would increase water flow to Saratoga Ridge. One of those plans would provide 500 gpm water flow, and one would provide 750 gpm flow. Those plans were developed by Camano Water's own engineer and were provided to West Coast by Camano Water. The plans that were provided did not show installation of any road crossings.

West Coast then met with the Camano Water board on February 19, 2004. At that meeting, West Coast presented the plans it had been provided by Camano Water, and Camano Water decided a flow of 500 gpm would be needed. Camano Water then indicated that, pursuant to those plans, in order to provide that water flow, 2660 lineal feet of 8 inch pipe would have to be installed. Those calculations were made with direct reference to, and reliance on, the plans Camano Water had provided to West Coast.

At the conclusion of the meeting it was clear West Coast would have to install 2660 lineal feet of 8 inch pipe to insure 500 gpm to Saratoga Ridge. In return, Camano Water would provide water to Saratoga Ridge and the property could be developed.

In reliance on the representations made by the Camano Water Board, West Coast finalized purchase of Saratoga Ridge and began preparatory work to install 2660 lineal feet of 8 inch pipe pursuant to the plans relied on at the February 2004 Camano Water board meeting.

In October, 2004, West Coast signed a Developer Extension Agreement that called for installation of water pipe *for the benefit of Saratoga Ridge*. The amount of pipe to be installed was 2660 lineal feet, based on the plans agreed to at the February 2004 Camano Water board meeting. Camano Water signed that same Developer Extension Agreement without change or comment. That Developer Extension Agreement was sufficiently specific in terms and conditions that it constituted a valid contract between the parties. That agreement included no other plans or proposals.

After signing the Developer Extension Agreement, Camano Water unilaterally began to change the scope of the work it would require West Coast to perform before it would allow development of Saratoga Ridge. Regardless of the changing nature of the unilateral demands of Camano Water, West Coast never agreed to expand the work beyond that identified at the February 2004

Camano Water board meeting and memorialized in the Developer Extension Agreement.

Ultimately, Camano Water's refusal to perform pursuant to the terms of the Developer Extension Agreement led to failure of West Coast's project and resulted in damages to West Coast nearing One Million Dollars. In addition, Camano Water has wrongfully retained money representing the purchase of shares in Camano Water. The actions of Camano Water constitute breach of contract.

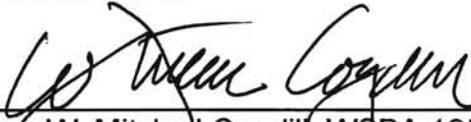
The trial court erred when it found no contract existed and awarded judgment for unpaid dues associated with the water share purchases to Camano Water. In addition, the trial court improperly awarded attorney's fees and costs to Camano Water.

West Coast respectfully requests this Court reverse the trial court and find the Developer Extension Agreement represented a valid contract between the parties. Further, that Camano Water breached its duties under the terms of that agreement and damaged West Coast. In addition, West Coast requests reversal of the award of money judgment against West Coast based on the water shares purchased and requests reversal of the award of attorney's fees to Camano Water.

West Coast also requests the case be remanded for determination of damages caused to West Coast by Camano Water's breach, including a judgment for return of the price paid for water shares by West Coast.

Respectfully submitted this 5th day of December, 2012.

COGDILL NICHOLS REIN WARTELLE
ANDREWS VAIL

By: 

W. Mitchell Cogdill, WSBA 1950
Attorney for Appellant

DECLARATION OF SERVICE

On said day below I caused to be delivered via North Sound Legal Messenger Service a true and accurate copy of the following document: Brief of Appellant in Court of Appeals Cause No. 69255-1-I to the following:

C. Thomas Moser
Attorney at Law
1204 Cleveland Avenue
Mount Vernon, WA 98273

Original and copy filed with:

Court of Appeals, Division I
Clerk's Office
600 University Street
Seattle, WA 98101

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

Dated December 6, 2012 at Everett, Washington.



Susan Egbert
Cogdill Nichols Rein Wartelle
Andrews Vail

2012 DEC - 6 PM 12:00
STATE OF WASHINGTON
COURT OF APPEALS