

CLAIRE

NASH RANCH ROAD ASSOCIATION

P. O. Box 400
Philo, CA 95466
Fax: (925) 855-1174

Directors:

Bob Battinich
Dan Imhoff
Claire Korn, Secretary
Earl Peterman, Chairman
John Wild, Treasurer

July 29, 2000

Battinich et al vs. Sicular et al

Mr. Andrew Marks
VIA FAX: 540-439-3025

Dear Andrew:

Thanks for your FAX of July 17 concerning the lawsuit filed by Bob Battinich et al.

I think I can speak for most if not all of the Board in expressing appreciation for your offer to assist in finding a solution acceptable to all, but at this moment there doesn't seem to be much reason to believe either side has any desire to discuss settlement.

We have turned our defense over to our insurance company and they have engaged the services of an attorney in Ukiah. We have been advised we will shortly be billed for \$500 as our deductible under the policy. Before tendering our defense to the insurance company we discussed the matter with another attorney in Ukiah and have incurred this additional expense although I don't know yet just how much. These expenses will be paid out of funds that would otherwise be available for road maintenance. In that environment there is not much support for an additional expense such as you propose.

Your letter suggests as fact several matters which our Association does not accept as such and on which the lawsuit, should it go to trial, may hinge. Therefore, to clarify our position, please consider the following:

Contrary to the statement that the "improvements such as rolling dips" were faulty, our view is that they accomplish the purpose for which they were designed, have withstood the last 2 winters as well as or better than the untreated road system, and should remain. The five owners other than Battinich-Spinardi who use the road containing the dips have all expressed satisfaction with the dips.

The fact that Battinich et al were not notified in advance and did not give permission for the installation of the dips, although unfortunate, is not significant in that Sicular owns an easement over Battinich et al's property and as such has both the obligation and the right to access the property and to maintain the easement. Notice may be desirable but it is not necessary. The Association does not itself own any easements, but merely exercises the easement rights of the owners on their behalf.

No rolling dips are proposed under the new grant for any road which Battinich- Spinardi would normally use for access. No work of any type will be conducted without landowner approval.

We have recognized from the outset that this project does not fit the glove of a normal 'for profit' construction contract. It is a grant by Fish and Game to the Resource Conservation District and there is no promise that all of the work proposed can actually be completed with the funds provided. There are no 'working drawings' or specification sheets other than the 1998 Survey and treatment recommendations of Pacific Watershed Associates and the guidance provided by the Handbook for Forest and Ranch Roads which was prepared for the RCD in cooperation with the Department of Forestry and Fire Protection and the USDA Soil Conservation Service.

As a matter of fact there is no detailed survey of the road as it exists today and upon which working drawings and specifications could be based. Just to prepare such materials would probably involve costs in excess of the total grant.

The proposed procedure is precisely the same as that which has been used for grants of this type for many years. I have spoken with other beneficiaries of similar grants and have been assured that the procedure is both normal and satisfactory. Both RCD and Fish and Game have assured us that the procedure is customary.

We have reserved the right to review all proposed work projects prior to commencement and we have advised RCD that we will insist on strict compliance with that reservation. This review is to be provided to us either by written document or a detailed 'on the ground' inspection and discussion. Formal written approval by the Association will be required.

The Association's responsibility is to make sure that Roads maintained by the Association are not damaged by work done under the grant and we have been exploring for some time who a proper person might be to provide such a service. I don't believe there is any possibility that Battinich et al would be asked to have anything to do with that selection process. Other qualified people can provide that assistance.

The Association has given RCD permission to enter our roads for a "... pre-project evaluation ..." (which has been completed) and, if RCD and Fish and Game enter a grant agreement, to "... perform work on Road Association roads to

reduce sediment that enters Mill Creek , , ,". The Association has not applied for or received a grant. We will not receive or pay out funds and we will not approve payments. These matters are all under the jurisdiction of RCD and Fish and Game.

It is possible that at some time in the future there might be an opportunity to reach some type of middle ground in the litigation, but I see little encouragement at this time. The insurance attorney has scheduled depositions for Battinich and the Spinardis' on August 18th and we will wait until after that to next review our alternatives.

Again we thank you for your thoughts and efforts.

Sincerely

For: NASH RANCH ROAD ASSOCIATION
BOARD OF DIRECTORS

The Markswright Company^{Inc.}

P.O. Box 17
1500 Nash Mill Road
Philo, Ca. 95466
Phone 707-895-9513
Fax 707-895-9524
markswright@pacific.net

May 16, 2001

John Wild
Nash Mill Road Association
P. O. Box 400
Philo, CA 95466

Re: Proposed Crossing at Mill Creek

Dear John,

Subsequent to our meeting yesterday at the Mill Creek crossing, we had the following thoughts and would like to request the accompanying provisions for the bridge project.

- 1) That the exact location of the new bridge be surveyed by the association in order to provide an accurate legal description for inclusion in the existing and/or new easement and that the easement language reflect both parties' agreement to locate the bridge at this spot. Our attorney will need to review this easement upon completion.
- 2) That the insurance policy liability limits be increased to sufficient capacity to cover potential accidents at the site and that owners on both sides be named as co-insured on the policy.
- 3) That the owners on both sides have a minimum of two (2) weeks to review completed plans and specifications before agreeing to signed releases for going ahead with the work.

Please understand that it is our intention to cooperate with the association in facilitating the new crossing. Our requests are an effort towards due diligence and making sure we, as adjoining owners, have some reasonable comfort level regarding liability exposure in perpetuity.

Let us know your thoughts and suggestions on how this can best be handled so we may expedite and hopefully not delay the project further.

Sincerely,



Andrew Marks

*- John Wild sent marks insurance policy +
has not heard from them.*

SUPERIOR COURT OF CALIFORNIA

COUNTY OF MENDOCINO

* * *

Ukiah Branch

ROBERT P BATTINICH,

Plaintiff,

vs

DANIEL SICULAR,

et al.,

Defendant.

No. CV83476

ORDER SETTING JURY TRIAL and OTHER PROCEEDINGS

Trial. This case is set for trial by jury commencing on Monday, May 13, 2002 at 9:30 a.m. in Department E of the above entitled court, Courthouse, Ukiah, California.

Pretrial Conference. A pretrial conference will held on Thursday, May 9, 2002 at 4:00 p.m. in Department E of the above entitled court, Courthouse, Ukiah, California. Counsel who will try the case and all unrepresented parties are ordered to be present in person at the pretrial conference. *The court will expect strict compliance with Chapter 5 of the Local Rules of Court relating to pretrial conferences.*

Mandatory Settlement Conference. A mandatory settlement conference will be held on Friday April 12, 2002 at 3:00 p.m. in Courtroom G, Courthouse, Ukiah, California. Each party appearing in the action must be personally present unless excused by the court. *The court will expect strict compliance with Chapter 6 of the Local Rules of Court relating to pretrial conferences.*

Jury Instructions. Each party shall lodge all proposed jury instructions with the clerk no later than ten (10) calendar days before the mandatory settlement conference

Dated: September 11, 2001.

RICHARD J. HENDERSON

Richard J Henderson
Superior Court Judge

Law Offices of
Leonard J. LaCasse
119 South Main Street
Post Office Box 177
Ukiah, California 95482
Telephone (707) 468-5300
Fax (707) 468-0576

Leonard J. LaCasse
Madeline D. Sager

September 19, 2001

Daniel Sicular
1507 Arch Street
Berkeley, California 94708

Evelyn Ashton
Post Office Box 568
Philo, California 95466

John Wild
420 Castanya Court
Danville, CA 94526

Re: Battinich vs. Sicular, et al.
Mendocino County Superior Court Case No. 83476

Dear People:

Enclosed is a copy of an Order Setting Jury Trial in this matter. As you can, it is set for trial on May 13, 2002, at 9:30 a.m. in Department E of the Mendocino County Superior Court. There is also a Settlement Conference scheduled for April 12, 2002, at 3:00 p.m. in Courtroom C.

Somebody from the Board of Directors of Nash Ranch Road Association will have to be present at the Settlement Conference on April 12, 2002. Normally we will have the insurance company representative there as well.

I will be sending out subpoenas shortly after the first of the year and I will be talking to you probably around 60 days before the trial date to develop who we

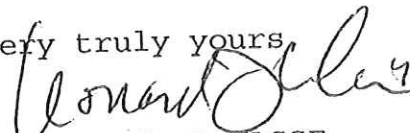
September 19, 2001
Page Two

should call for witnesses, etc. I have photographs of the scene, I have taken pictures, and there has been some depositions; and I am pretty much ready to try this case. Most of the stuff that remains to be done will be briefing and going through the details of the case.

You will probably have to appear and at least testify at the trial itself; but you will not have to attend the Pretrial Conference or the Settlement Conference, except for one designated person who would be representing the Board of Directors for Nash Ranch Road Association.

Call if you have any questions.

Very truly yours,



LEONARD J. LaCASSE

LJL:mm

John A. Wild

420 Castanya Court
Danville, CA 94526

Phone: (925) 837-2824
Fax: (925) 855-1174
jnowild@pacbell.net

October 31, 2001

-707-895-9541

Melissa Meader
P. O. Box 967
Boonville, CA 95415

Dear Melissa:

Thanks for your call this morning about Andy Marks' approval of the bridge.

Briefly the bridge description is this: it will be 50 ft long, 14 ft wide, starting with 2 50' long, 21" high "I" beams, set 8' apart on top of the existing foundation. On top of the "I" beams will be 26 14' long, 8" high "I" beams, set on 2' centers and on top of them will be flooring of 1/4" steel plate. It will be welded together. Cal Trans style guard rails are included. Weight capacity will be 80,000lbs.

I'm enclosing several things.

Copies of sheets 1 through 6 of the Engineer's drawings for the bridge including the engineer's 'wet seal'.

Copies of pages 1 through 3 of the Structural Calculations for the bridge including the engineer's 'wet seal'.

Copy of "Section through creek centerline" which shows the location and information about the 6 piles driven for the foundation. The engineer advises the foundation as placed would accommodate up to a 120,000 lb capacity bridge, plus has an approximate 50% 'over design' factor. This also included the engineer's 'wet seal'.

The engineer's registration number is shown on the seal. The Bridge is to be constructed by Humboldt Bay Forest Products in Field's Landing, CA and the Contractor's license number is A-508636. The foundation, which is already in place, was installed by Daniel Steel & Machine Works, Ukiah, Contractor's license number 763194.

Also enclosed are copies of the Department of Forestry and Fire Protection permit, the Building Permit Application and the plot plan attached to the Building Permit Application.

You will note on the Building Permit application the owner was shown as Nash

① Called Melissa on 11-2. She has sent the material to Marks & is aware of time urgency. ② Called AGAIN ON 11-8. SHE SAID they were the

11-19 - SAME STORIES AGAIN

(M) - ALLEN

Ranch Road Association which we interpreted as the owner of the bridge. The Building Department was of the view the owner in this sense was the owner of the parcel and insisted that we get a letter from Andy authorizing me to make the application in his behalf. The application must be signed by an individual, not by or on behalf of the Association. Although it doesn't show on the attached copy (it is a copy of the last page of a multi-copy form), we changed the wording on the original application to show Andy Marks as the owner.

The purpose of this letter and it's attachments is to ask that Andy sign a letter giving me the authority to sign the Building Permit Application on his behalf. It has no other legal effect. I understand the application is being processed, but will not be issued without evidence of Andy's authorization to make the application,

I have drafted and enclose a suggested letter, but there is nothing magic about the wording so long as it specifically authorizes me to sign the building permit application on his behalf. Any other wording, so long as it includes those words, will suffice.

Time is very much of the essence. The rains have started, but if they don't continue we have at least a chance to complete the entire bridge project in the next month or so. The bridge itself can be installed in any weather, but the removal of the old crossing will require a relatively dry period and we hope to be prepared if such should happen.

We have today authorized Humboldt Bay to purchase the materials for the bridge and we anticipate the permit itself will be ready as early as the end of next week, so as you can see we would appreciate your and Andy's immediate review of the enclosed material and proposed letter and return of either an executed copy or any other wording which you might prefer - so long as it includes the authorization expressed above.

As I think Andy anticipated, the bridge costs have escalated considerably. We will probably be about \$12,000 short, which Danny Hagans has tentatively agreed to share equally with the Association from grant funds. I think the Board is planning to ask 6 or 8 individuals to 'loan' the Association \$1000 each, to be repaid by a reduction in annual assessments of \$200 per year for 5 years. I plan to make such a contribution (tho I may waive the repayment) and I hope Andy will consider the same.

If there is anything else I can provide please let me know.

Sincerely

TO WHOM IT MAY CONCERN;

I, along with others, own Mendocino County Assessor's Parcel 26-292-28.

By this letter I authorize John Wild to prepare and file an "Application for Building Permit" for the construction of a Bridge over Mill Creek on parcel 26-292-28.

Date: _____

Chandra Wright
Andrew Marks
PO BOX
Philo, Ca 95466

Dear Chandra and Andrew,

This letter is in response to your communication dated 26 November 2001.

Nash Ranch Road Association (NRRA) has received a new permit from CDF to construct a bridge across Mill Creek with dimensions of: 18ft. wide by 50ft. long by 40,000 lb capacity. NRRA has on file with the Building and Planning Department a permit for an 18ft. wide x 50ft. long x 80,000 lb. capacity bridge. This new permit more than meets the CDF requirements. It is estimated to cost \$10,000 more than the previously permitted 14ft. x 80,000lb. capacity bridge.

NRRA understands that the current plans for the bridge meet Caltrans Highway standards. NRRA hopes this adequately addresses your needs and concerns.

However, you have stated that as the owner of the property through which the bridge passes, you will not sign the permit unless the bridge is designed with a 120,000lb. Capacity.

NRRA feels the bridge is at a very safe capacity, more than meeting the standards for its intended use. Raising the capacity would add an uncalculated increase in expense to the project. Because the 18ft. x 80,000lb. Capacity bridge meets the needs of most of the NRRA members, NRRA would ask those whose needs require the larger capacity bridge to pay the additional cost.

Please let the NRRA know within the next ten working days, whether the permit as filed for an 18ft. wide x 50ft. x 80,000 lb. Capacity bridge will be acceptable to you. To retain funding for this project we need to complete this project within the grant period. Lacking your response, NRRA will seek informed direction from the membership. Thank you for your attention to this matter.

Sincerely,

The Markswright Company^{Inc.}

P.O. Box 17
51000 Nash Mill Road
Philo, Ca. 95466
Phone 707-895-9009
Fax 707-895-9524

markswright@pacific.net

November 28, 2001

Nash Ranch Road Association
Box 400
Philo, CA 95466

Re: Nash Mill Road

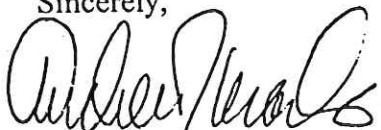
To Whom It May Concern:

As you know, the application for a building permit to build the proposed bridge on our property requires our signature. Before we will sign the application, we want the following two issues addressed to our satisfaction:

- 1) The engineering which has been submitted for construction of this bridge is apparently not accurate. Please see the attached report of Robert Miller; and
- 2) The width must be a minimum of 16 feet and the capacity must be at least 120,000 pounds.

Alternatively, we do not oppose a new plan providing for an arch culvert-type bridge. Pending resolution of these issues, we withhold our approval and signature on the application for a building permit.

Sincerely,


Andrew & Chandra Marks
Vana-Lila Farm



RECEIVED

DEC 04 2001

BY
PLANNING & BUILDING SERVICES
Ukiah CA 95482

Date: 19 December 2001

To: Dan Imhoff, Diane Paget, Doug and Judy Nelson, Bill Maruna
Re: Bridge

Greetings! Nothing is simple. I think I have a telephone implanted in my ear, but some hard info is still missing--like how much an upgrade to 120,000# would cost according to Woody--the engineer says his foundation would carry the load. I got Woody at last this morning and he says he'll get back to me after he hears from the engineer.

My architect went back to some structural design books himself and found the fatal flaw in Rob Miller's criticism. He didn't even need the books. Miller claimed the engineering was adequate for only half the load, but he neglected to notice that two (2) beams are called for, not one. Voila.

I think the letter should go to Spins and Batt as well as Marks. What do you say?

This morning Doug Albin had one foot out the door to go inspect the Nash Road-Hagens work. You may see him.

Edit, change, do whatever to this draft and get back to me. I just talked to Melissa to try to get Andy and Chandra's Virginia address, but she said she didn't have it. "A bookkeeper takes care of all that." She'll get back.

My fax is my phone number, 510 848-6520 or leave a voice message.

Claire

P 3 of 3

Nash Ranch Road Association
P.O. Box 290
Philo, CA 95466
19 December 2001

Dear Andy,

This response to your communication dated November 28, 2001 is being sent also to Bob Battinich and Tom and Bob Spinardi.

We have presently have a CDF permit to construct a bridge across Mill Creek with a width of 18 feet, length 50 feet, bearing a 40,000 pound load. This is in keeping with the strictest interpretation of CDF regulations although they have permitted several narrower bridges for construction next year in situations such as ours. This bridge is estimated to cost \$10,000 more than the previously permitted version. As you probably know, we had received a CDF permit for an 14 foot, 80,000 pound bridge.

Although the majority of the Nash Ranch Road owners neither want nor need more than the CDF bottom-of-the-line requirements, the bridge was designed to take twice the load, i.e. 80,000 pounds instead of 40,000. It will meet the CalTrans standard for highway bridges. Although with recent work the road is looking better than ever, thank goodness it's still pretty far from a highway.

You have stated that as the owner of the property through which the bridge passes you will not sign a building permit unless the bridge is designed to bear 120,000 pounds at a minimum width of 16 feet. Rob Miller, who criticized the engineer's calculations, seems to have certain "truck and dozer" weight requirements from you.

We would have no reservations about building a better bridge, but scraping up the money for excessive construction is something else. Because you have such unique needs, we are asking that you finance the difference in cost yourselves. Time is of the essence, as you know, for the grant ends in March and the bridge is our matching contribution.

Please let us know your decision within ten working days of the certified posting of this letter. Lacking your response, we'll seek informed direction from the membership.

Incidentally, in his calculations, Mr. Miller may not have taken into account the fact that there are two supporting girders, not just one, hence his conclusion that the bridge was engineered to take only half of the specified weight.

Yours truly,

BRIDGE

Judy Nelson
P 2 of 2Nash Ranch Road Association
P.O. Box 290
Philo, CA 95466
21 December 2001Andrew and Chandra Marks
47 Morton Ridge
Warrenton, VA 40186

Dear Andy and Chandra,

This letter is in response to your communication dated November 28, 2001.

The Nash Ranch Road Association (NRRA) has received a new permit from CDF to construct a bridge, width of 18 feet, length 50 feet, capacity 40,000 pounds, to cross Mill Creek. This is in keeping with the strictest interpretation of CDF regulations, although they have permitted several narrower bridges for construction in situations similar to ours. As you know, we previously we had received a CDF permit for a 14 foot wide bridge.

Although most of the NRRA members neither want nor need more than the CDF standard requirements, the design presently filed with the Planning Department is engineered to take twice the load, i.e. 80,000 instead of 40,000 pounds at an 18 foot width. The 18 foot design is estimated to cost approximately \$10,000 more than the 14 foot one. This meets the CalTrans highway standards, and, we hope, addresses your concerns.

As the property owner at the construction site, you know that a building permit for the bridge requires your signature. You stated in your 11/28/01 letter to us (separately received by the Planning Department) that you will not sign unless the bridge is at least 16 feet wide and designed for 120,000 pounds. (Rob Miller, whose note with your letter criticized the engineer's calculations, cites certain "truck and dozer" weight requirements from you. Incidentally, in his calculations Mr. Miller may not have taken into account the fact that there are two supporting girders, not just one, hence his conclusion that the previously filed 14 foot wide bridge plans were engineered to take only half of the specified weight may be in error.)

We would have no reservations about building a better bridge, but financing construction wanted by only one or two NRRA members is another matter. Thus we are asking those whose needs require the larger capacity bridge to pay the additional cost, the complete total yet to be determined.

Please let the NRRA know within ten working days of the

Judy Nelson
p 3093

posting of this letter a.) whether the permit as filed for an 18 ft. x 50 ft. x 80,000 lb.capacity will be acceptable to you, and, b.) if not, if you agree to pay additional costs. To retain funding we need to complete the project within the grant period. Lacking your response, we'll seek informed direction from the membership. Replacement of the old culvert bridge may be impossible.

If you have any questions or would like to discuss this further, please call Doug or Judy Nelson at (707) 489-4112.

Sincerely,

Claire V. Korn, Chair
Nash Ranch Road Association

cc: Tom Spinardi, Bob Battinich, Bob Spinardi
23294 Connecticut Street
Hayward, CA 94545

P 1 of 2

FAX TO: Judy Nelson

FROM: Claire Korn

Number: (707) 895-2035

Number: (510) 848-6520

Date: 21 December 2001

Re: Bridge

Dear Judy,

Happy first day of winter!

I've tried to cobble together the responses from you, Dan, and Diane. (Doug, Dan, and Diane? The 3 D's?) The letter got longer. What do you think about it going to the three Spi, Bat, Spi? One of my goals was to give Marks information he may have lacked.



COUNTY OF MENDOCINO
DEPARTMENT OF PLANNING AND BUILDING SERVICES
501 LOW GAP ROAD • ROOM 1440 • UKIAH • CALIFORNIA • 95482

RAYMOND HALL, DIRECTOR
Telephone 707-463-4281
FAX 707-463-5709
pbs@co.mendocino.ca.us
www.co.mendocino.ca.us/planning

December 27, 2001

John Wild
420 Castanya Ct.
Danville Ca 94526

Subject: Plan Check # BU-2001-1093
Site Address: 50020 Nash Mill Rd., Philo

Dear Mr. Wild:

Thank you for your recent permit application. We have begun the review process and find that the following additional information will be needed:

1. Special inspection of driving and testing of piles, shop and site welding, high-strength bolting is required. The architect or engineer of record shall complete the enclosed special inspection testing agreement, have it signed by the owner, contractor and special inspector and submit it for approval along with the qualifications of the special inspector. The special inspector should be an independent third party who is not involved in the construction of the project (UBC Section 106.3.5).
2. Provide verification of approval of this project from State Department of Fish and Game (707) 944-5500.
3. Provide the contract price or an estimate of the cost of the work being done. Include labor, materials and design costs.

PLEASE PROVIDE ALL INFORMATION ON RESUBMITTED BUILDING DOCUMENTS.
Upon receipt of this information, we can continue with the plan check. PLEASE RESPOND TO THE ABOVE ITEMS BY MARKING ON THE MARGIN WHERE THE CORRECTION CAN BE FOUND AND RETURNING THE LIST OR A COPY OF IT WITH YOUR RESUBMITTAL.

Note: If your permit is not obtained within 180 days from the initial plan check submittal date, your application will expire and new fees will be assessed.

If you have questions or would like to schedule an appointment to discuss this project, please contact this office between 8:00 a.m. to 5:00 p.m., Monday through Friday at (707) 463-4283.

Sincerely,

Dennis DeMuri
Plan Examiner

DDM/tlh

13 January 2002

Dear Bill, Dan, Diane, Doug and Judy,

Maybe you'll forgive me. Maybe you'll be pleased. I feel guilty. For the first time in my long life I am acting solely in my own interests. I am being irresponsible.

I resign. I am resigning from the NRRA Board. There, I said it, although my palms are cold and sweaty. Marks got the letter. The Board got the receipt, although with the wrong zip on it. You don't want someone who messes up zip codes.

Battinich and Spinardis got the letter. We haven't heard from them or Marks.

Under the press's direction, I need to market my novel, Flashes and Lies, as well as continuing to write the next, redo the one returned by my agent, etc., etc.. If I were a quarter century younger there might be time, but, but, but... . Time is finite and I take things too seriously. I brood. I try to anticipate problems, often in the middle of the night and that's enough of that.

As time permits, I'm willing to take on small, discrete tasks at your command. If you wish, I'll come to the next meeting on the 27th. If you wish, I won't.

Bruce Wicenas? Fisch? Christen? Marks?

I remain available for parties and social gatherings, even deep discussion if I don't have to be Responsible.

Sadly, Regretfully, with Relief,

Claire

Claire Vedensky Korn

cc: John Wild

Nash Ranch Road Association
PO BOX 290
Philo, CA 95466

Dear Neighbors,

The road improvements financed by the Fish and Game grant are substantially completed and we hope each of you have had a chance to see the results. Particularly Nash Mill Road from the Clow intersection to the Mill Creek crossing.

The proposed Bridge over Mill Creek is another matter. We have encountered regulatory problems which have significantly increased the anticipated cost and the Association Board requests your guidance.

Continuing at this time would require approximately an additional \$20,000, which amounts to an additional \$500 contribution from every property owner who uses the bridge.

Not continuing will extend the current risk that the existing crossing will wash out (or collapse) before a new bridge *is* in place; and might result in a cash payment to Fish and Game to compensate for the unfulfilled matching grant obligation to install a bridge.

A brief history of the situation:

The Board has known since the retirement of Wilbur Nash and the formation of the Association that the Mill Creek crossing would need to be replaced, hopefully before it washed out, due to partially collapsed culverts.

The Association put \$1,000 in a bridge replacement account every year since the Association was established in 1993 which totaled \$9,000 at the end of 2001. In 2000 the Board asked each property owner who uses the bridge for access to contribute an additional \$250 to the fund which with additional contributions from regular maintenance funds increased the amount available to \$28,000.

These funds were to be used to construct and install a 14ft wide, 50 ft long, 80,000 lb capacity bridge over Mill Creek as the Association's "matching grant" for the over \$220,000 Fish and Game grant. We were prepared to award the contract to construct the bridge, at the budgeted amount, when the regulatory problems developed.

Replacement of the bridge required three permits. One from the Dept of Fish and Game (DFG) for the removal of the old crossing and installation of a bridge. This permit was obtained as part of the overall grant project by Pacific Watershed Associates, the contractor for the grant. It specified that the work must be done during the dry season.

Another was a permit from the California Department of Forestry (CDF) -which has jurisdiction over sub division access roads, as part of its fire fighting responsibility. This permit was granted to the Association but later recalled after complaints from one, maybe 2 Association members and reissued calling for an 18ft wide, 40,000 lb capacity bridge.

The last was a building permit from the Mendocino County Department of Building and Planning. The County takes the position that this permit requires the signature of the property owner on whose property the construction will take place - in this case Andrew Marks - and Mr Marks has refused to allow the construction unless the weight capacity is increased to 120,000 lbs.

Both complaining property owners have claimed to the authorities that the 14 ft width and 80,000 capacity design of the original bridge would limit their ability to transport, store and utilize heavy equipment on their properties. This notwithstanding Cal Trans regulations which limit loads on state highways (without special permits) to 8.5 ft and 80,000 lbs.

The Board felt the owners insisting on increases in width and capacity should pay the incremental costs, approximately \$10,000 for the wider bridge and \$10,000 for the greater capacity, but neither has responded to our registered letters.

The Board cannot spend funds it does not have and we therefore bring the matter to the attention of the members.

The Fish and Game permit requirement for an 18 ft wide bridge seems to be non-negotiable. This will increase the cost by \$10,000, \$250 for each owner. If Andy Marks continues with his insistence for a 120,000 lb capacity bridge the cost will increase another \$10,000, \$250 each. Incidentally all of these costs are approximate. The Board can not assure you that further complications and costs may not arise.

We need your advice on where to go from here. Please complete the attached ballot and return it to the Association (note the new address) by Feb 15th. We will not proceed with any further work without the express agreement of sufficient owners to contribute the necessary funds.

A final word. The Board needs new members. Diane Paget is moving and has resigned from the Board. Both Claire Korn and Dan Imhoff are burnt out and on the edge of resigning. Without new blood, there will be no Board, and no road maintenance.

has resigned also.

BALLOT

Nash Ranch Road Association
P. O. Box 290
Philo, CA 95466

I have read the Association's letter of February __, 2002 and cast my vote as follows:

_____ I will contribute an additional \$250 to increase the width of the proposed bridge from 14ft to 18 ft.

OR:

_____ I will contribute an additional \$500 to both increase the width of the proposed bridge from 14ft to 18 ft and also to increase the weight capacity from 80,000lb to 120,000 lbs.

I understand that the above agreements are based on rough estimates of cost and the actual amounts might be more or less.

OR:

_____ I would like to wait until all the unresolved issues are dealt with, and the cost of resolving them has been determined, before continuing with the crossing replacement. I understand that this delay may result in losing the grant money for the current crossing removal (adding to the eventual cost to property owners) and that the current crossing may wash out or collapse, making my property inaccessible.

Name _____

Date _____

26 January 2002

Dear Bill, Dan, Diane, Doug and Judy,

This note is an addendum to my resignation statement of January 11th. What happened is that I chickened out, couldn't do it without being face-to-face with you all. I decided I'd tell you first at our next Board meeting scheduled--as noted in the minutes--for January 27th at 2 PM at the Nelsons'.

Those of you I have been able to contact said, "What meeting?" Ouch. I'll be there. Perhaps we'll see each other there. We should agree about the next step in the bridge process if we are a we. Do we/you send Marks another letter begging for his signature for permit? Or do we/you go directly to the membership, enclosed with the annual bill. Because of the silence, I'd say the latter, with options and a return card to express opinions and commitments. I think, but wouldn't swear, that \$250 per per bridge-user (46 total) would cover the width increase to 18 ft., \$500 per if it has to go to 120,000#. You know the bridge is our matching part of the grant. Look back through the minutes for how much has been spent. Danny Hagens is still working on the grant extension. I'm willing to compile as hard of data as I can find to give to Diane who is willing to write the enclosure letter, I assume for your approval.

Insurance is another issue. Phil Onori of Northwest Insurance Agency in Ukiah, (707) 462-8615 has determined our liability will be renewed at an increase of \$204.43, to a total of \$2,256.30. That's good. He also suggested we might "consider addition of Directors and Officers Insurance," at between \$750 to \$1,000 which would cover actions of a "professional nature", i.e. a lawyer giving professional advice to the board on legal matters, a contractor giving professional advice on road construction. Presently this is excluded under the assumption that professionals would have their own liability insurance. The agent is willing to answer your questions.

The Bylaws state that "Vacancies on the Board may be filled by a majority of the directors then in office and any director so appointed shall serve for the period of time the originally elected director would have served," so you can go to it.

I feel guilty but freedom is beckoning.

All good wishes,

Claire V. Korn

cc: John Wild

Claire

Nash Ranch Road Association Agenda

27 January 2002

1. An announcement
2. Comments on Road--needed work, completed work, non-grant.
3. Grant report. Hagens still working on getting it extended.
4. The Bridge. Planning insists on Marks' signature, wants special inspector for engineering which can be Marvin Chapman. Woody has returned his payment for work not-yet-done. The engineer, Marvin Chapman, makes sounds about taking construction to Daniel Steel in Ukiah. John Wild wants to continue with Woody.
5. What to do? Contact Marks directly again? Send out to-date report with bills? Other?
6. Insurance, liability up \$204. Further liability for board members who might give professional advice in their field to the association and be sued for it.....
7. John Wild has given his stuff to Nancy Mayer. Nancy wants a hands-on computer walk-through.
8. Handling changes in Board of Director membership.
9. other?? PO Box
Change of Address
Keep