

January 27, 2002

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

Re: Mill Creek Crossing

Dear Directors,

We apologize for the delay in responding to your correspondence dated December 20, 2001. We have been intensely involved in our activities and projects here on the east coast. Nonetheless, we are convinced that the accurate and quality construction of the Mill Creek Crossing is of critical importance to all concerned. We can understand that you may be frustrated in your attempts to carry out a plan for a bridge, but we feel that we would not be good neighbors, nor would we fairly protect our interests as property owners if we fail to require what we believe are fundamental and necessary parameters to the project.

We would like you to understand that loads of 120,000+ pounds have been able to pass across the present bridge for nearly 50 years. A decrease in the weight capacity and size of the crossing could easily mean a decrease in the value for properties that must utilize this crossing as well as jeopardizing its functionality to property owners who expect the benefits of the current size and capacity.

Messrs. Battinich and Spinardi have been kind enough to procure options and estimates for an alternative crossing. At this time, we recommend that you choose one of the following options for the Mill Creek Crossing, each of which would reinstate the appropriate size and capacity:

1. Replace the existing two culverts with newer culverts similar to the ones in place. \$62,990.
2. Install one large arched culvert to replace the existing two culverts. \$50,834.
3. Install one large corrugated round pipe in the streambed and fill the bottom with gravel. \$45,182.

These choices have been acceptable to the Department of Fish & Game in the past. It appears that each option could be done in about 4 days and would be at least as strong and safe as the current crossing. Comparatively, they seem cost effective. If you are determined to go forward with a bridge crossing, it would still have to meet the same criteria.

We believe the Board has a fiduciary responsibility to us as property owners of the proposed location for the crossing, as well as to all the Association members who use the crossing, to conduct this project in a professional and ethical manner. We believe that if the project is constructed correctly, there are enough funds in the Association's budget for completion.

Accordingly, we require the following specifications and safeguards as a condition to participate in signing the permit.

- OK (1) The Board, Engineer, Consultants, and Contractor will indemnify us for any and all potential damages relating to this crossing.
- OK 2. Design criteria will be established and strictly adhered to.
 - a. 120,000 pound weight capacity.
 - b. 18 feet wide per CDF requirements.
 - c. All weather road surface
 - d. Guardrails equal to or greater than Cal Trans standard loading requirements for bridges.
- OK 3. The Board will review all possible designs and methods and obtain the respective costs for them. We retain the right to vote in the selection process.
- OK 4. A permit will be obtained before ordering materials or starting work.
- OK 5. We will be provided signed and sealed plans, specifications, and engineering calculations for the future crossing for our review and approval prior to the permit process.
- OK 6. The Board will obtain at least three competitive bids prior to awarding the contract for construction.
- OK 7. The selected contractor will furnish a payment and performance bond in the amount of the contract before commencing work.
- OK (8) A copy of the Engineers' Errors & Omissions Insurance Policy indemnifying us, the Board, and all Association members will be provided.
- OK (9) A copy of the Association's Insurance Policy indemnifying us will be provided.

Assuming the above meets with your approval, we are prepared to move forward in cooperating with the crossing project. Please communicate directly with Melissa Meader as we are often unavailable.

Sincerely,



Andrew Marks

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Nash Ranch Road Association

P O BOX 290

Philo, CA 95466

Dear Neighbors,

The Nash Ranch Road Association Board needs your help in making a decision about whether to continue with the replacement of the Mill Creek bridge at this time or not.

- Continuing at this time would require raising another \$XXX, which amounts to a \$XX additional contribution from every property owner to the east of the bridge.
- Not continuing will extend the current risk that the existing crossing will wash out before a new bridge is in place; and would mean that we would have to return the grant money that was budgeted to be used for removing the crossing to the Department of Fish and Game and raise an equivalent amount at some time in the future.

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 Board has put \$XXX in a bridge replacement account every year. There was \$XXX in this account at the end of 2000. The Board asked property owners who use the bridge for access to contribute an additional \$XXX to the fund in [date], increasing the amount available to \$XXX.
- The Road Association agreed to use this money to provide and install the new bridge over Mill Creek, as it's 10% match for the Department of Fish and Game (DFG) grant for road improvements -- culverts, reshaping, rock; and the removal of the existing crossing.
- Replacement of the bridge required three permits. One from the DFG for the removal of the crossing. This permit specified that the work must be done during the dry season. One from the California Department of Forestry (CDF) -- which has jurisdiction over sub division access roads, as part of its fire fighting responsibility. And one from the Mendocino County Department of Building and Planning -- this permit requires the signature of the property owner on whose property the construction will take place -- in this case Andrew Marks.
- CFD regulations specify that a bridge must be 18' in width, unless it is replacing a narrower bridge, in which case the replacement bridge may be of the same or greater width than the one it is replacing. They also require 40,000 lb capacity. CDF wants to insure that they will be able

to move their fire fighting equipment over the bridge and that their access will not be held up by property owners using a one lane bridge for escape from a fire. The Board believed that the current one lane crossing could be safely replaced with a one lane bridge -- since there is a large open area directly east of the bridge where people could wait while fire fighting equipment was using it and CDF is known to consider the specific circumstances in determining how wide of a bridge to require. We applied for and received a CDF permit for a 14', 80,000 lb capacity bridge, which would have cost \$XXX. Someone then informed CDF that the current crossing was wider than 18' and CDF required the Board to obtain a new permit for an 18' bridge -- at an additional cost of \$XXX. The Board felt that it would be feasible to raise this additional funding by obtaining loans from a number of willing property owners, who would repay their loans in reduced assessments over a period of years.

- Andy Marks then informed the Board and Building Department that he was unwilling to sign a permit for a bridge with a capacity of less than 120,000 lbs, although CDF would only require a 40,000 lb capacity bridge and Cal Trans a 80,000 lb capacity bridge. Increasing the capacity of the bridge to 120,000 lb. will add another \$XXX to the cost of the bridge. In late December the Board sent Andy Marks a letter asking if he were willing to accept an 80,000 lb capacity bridge or pay the additional cost. The letter was received, but has not been answered.
- Meanwhile, the Board found itself in a Catch 22 situation. The engineering for the bridge could not be completed until the pilings were in place -- so the engineer knew how long the bridge would have to be to have its footing on solid ground. The County wanted the drawings before it would issue a permit for the pilings and bridge. The Board decided to proceed with placing the pilings, getting the drawings and then applying for the permit. Someone told the County that there were pilings in place and they were red tagged in November. Once the dispute over the bridge capacity is resolved, clearing the red tag will only require an additional inspection, adding several hundred dollars to the permit fee.
- The provisions of the grant add another piece to the puzzle. The 10% match has been [met/partially met?] with the \$ XXX that have been paid for the installation of the pilings and the engineering., but ??? The grant funding expires in March 2002, before the DFG permit would allow removal of the crossing Danny Hagans is applying for an extension. If it is not granted, the funding for the crossing removal will have to be returned to DFG. If it is granted, and if we can reach an agreement on the capacity of the bridge and who will pay for any additional capacity, those funds can be used this summer. We do not currently know whether the extension will be granted.

The Board is not willing to spend funds it does not have without the agreement of the membership to assess property owners on the east side of Mill Creek an additional \$XXX to cover the additional cost of building a 120,000 lb capacity bridge. Furthermore, the Board can not assure you that further complications and costs may not arise and would like to know if you wish it to proceed with the bridge replacement without first reaching an agreement with the Marks.

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.

Please return the following ballot to: **Note the new address!!**

Nash Ranch Road Association

P O Box 290

Philo 95466

Name _____

_____ I live on the east side of Mill Creek and am willing to contribute \$XXX to insure that the Mill Creek crossing will be replaced this year (if the grant is extended)

_____ or \$XXX if the grant is not extended and the Association has to pay for the crossing removal as well as the bridge.

_____ 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, making my property inaccessible.

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January 28, 2002

Memo to the Board:

I assume you have all received a copy of Diane's proposed letter.

I've made a few suggestions and they are attached.

John

Hi John -
I agree with letter (Doug hasn't read it yet). Clare has
resigned from Bd as well.

Can you write letter to Savings Bank with Board
Assoc bank acct # that you are signing off
on acct:

That Bill Maruna - new
Doug Nelson } are signers
Nancy Mayza } new

State Bd members (I guess leave Diane on
she hasn't officially resigned yet.)

Will take to Savings Bank & get new cards.
~~Also should we close old P.O. Box?? Done already by Nancy~~

Thanks

Judy

JUDY -
SORRY - 1 FORGOT.
John

NASH RANCH ROAD ASSOCIATION
P. O. BOX 290
PHILO, CA 95466
FAX: 707.895.2035

January 29, 2002

ANDREW MARKS
CHANDRA MARKS
47 MORTON RIDGE
WARRENTON, VA 20186
FAX: 707.895.9524
540.439.3025

Dear Andy and Chandra,

Please let us know as soon as possible what you will agree to for the Mill Creek bridge project (the 18ft.x80,000lb. load capacity). Also let us know when permits could be signed for this.

The NRRA board will apprise the NRRA membership of the Mill Creek bridge status. If unable to complete this project in the Grant proposal time, NRRA could lose a minimum of \$12,000.00 in Grant funds.

Thank you for your attention to this matter,

Handwritten signatures of Doug Nelson and Judy Nelson in cursive script, with a checkmark between them.

Doug and Judy Nelson
Co-Vice Presidents
Nash Ranch Road Association Board

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Date: Wed, 30 Jan 2002 16:49:54 -0800
From: "John Wild" <jnowild@pacbell.net> | Block Address | Add to Address Book
Subject: Fw: more letter suggestions
To: "Doug & Judy Nelson" <wildflowerbeading@yahoo.com>

----- Original Message -----

From: John Wild
To: Daine Paget
Cc: Dan Imhoff ; Claire Korn
Sent: Wednesday, January 30, 2002 12:07 PM
Subject: more letter suggestions

Diane:
As I look over my suggestions for a letter I see a couple changes that should be made.
In the penultimate paragraph on page 1 I would change "maybe" to "possibly".
On page 2, 4th paragraph, the agency should be CDF, not Fish and Game.
In the last paragraph the facts as I now understand it are that Claire has resigned and Diane will when she actually moves to Ukiah. Dan is on the verge of resigning.
On the ballot I would change the last paragraph to read:
"I prefer to abandon the present effort to build a bridge and leave it to a future board to resolve. I understand that this delay will result in the loss of presently funded grant money for the removal of the current crossing as well as a \$6,000 contribution to the bridge costs from the present grant. I also understand that the present crossing is at risk of failure."

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Date: Wed, 30 Jan 2002 16:50:38 -0800

From: "John Wild" <jnowild@pacbell.net> | [Block Address](#) | [Add to Address Book](#)

Subject: Fw: more letter suggestions

To: "Doug & Judy Nelson" <wildflowerbeading@yahoo.com>

----- Original Message -----

From: "Diane Paget" <dpaget@mcn.org>
To: "John Wild" <jnowild@pacbell.net>
Cc: <danimhoff@pacific.net>; <wildflowerbeading@yahoo.com>
Sent: Wednesday, January 30, 2002 3:20 PM
Subject: Re: more letter suggestions

> John,
>
> Over all I agree with the changes in your letter -- although you
tone
some
> of the things I said down more than I think they should be -- but we
have
> always had that difference. The main thing that I would not change
is the
> final part of the ballot. I actually have resigned, I am only
working on
> the letter as a friend of the Board to finish the commitments I made.
>
> Diane
>
> Doug and Judy's email is wildflowerbeading@yahoo.com
>
>
> At 12:07 PM 1/30/02 -0800, you wrote:
> > Diane: couple changes that should be made. In the penultimate
> > paragraph on page 1 I would change "maybe" to "possibly". On page
2, 4th
> > paragraph, the agency should be CDF, not Fish and Game. Dan is
on the
> > verge of resigning. On the ballot I would change the last paragraph
to
> > read:
>
>

would just bring out the worst in all of us and might make things even worse.

I believe

our case can be made more effectively with a letter, but I'm not sure we have

the right

letter yet. I know others feel a meeting is the better way to explain all

this.

> Whether the letter is to be the total explanation or just the invitation to a

meeting I

suggest it go out separately from the annual statements. This to me is more

important

than the annual statements and should be considered by itself.

> Let me know if I can help.

> John

>

> Draft number 3

>

>

> Nash Ranch Road Association

>

> P. O. Box 290

>

> Philo, CA 95466

>

>

> Dear Neighbors:

>

> The road improvements financed by the Fish and Game Grant are substantially

complete and

we hope each of you have had a chance to see the results. Particularly Nash

Mill Road from

the Clow intersection and the Mill Creek crossing.

>

> The proposed bridge over Mill Creek is another matter. We have encountered

regulatory

problems and owner protests 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.

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Date: Thu, 31 Jan 2002 15:07:10 -0800

From: "John Wild" <jnowild@pacbell.net> | [Block Address](#) | [Add to Address Book](#)

Subject: Bridge letter

To: "Doug & Judy Nelson" <wildflowerbeading@yahoo.com>, "Claire Korn" <cvkco@worldnet.att.net>, "Dan Imhoff" <danimhoff@pacific.net>, "Daine Paget" <dpaget@mcn.org>

Following is a proposed letter, Draft #3. It is a combination of Diane's, Dan's and my comments.

Please look it over. It may be getting a little strong, or maybe not strong enough.

Depends on just what its purpose is. And also whether it is intended to be followed with a meeting of all of the owners. My suggestion would be to stay away from a meeting - it would just bring out the worst in all of us and might make things even worse. I believe our case can be made more effectively with a letter, but I'm not sure we have the right letter yet. I know others feel a meeting is the better way to explain all this.

Whether the letter is to be the total explanation or just the invitation to a meeting I suggest it go out separately from the annual statements. This to me is more important than the annual statements and should be considered by itself.

Let me know if I can help.

John

Draft number 3

Nash Ranch Road Association

P. O. Box 290

Philo, CA 95466

Dear Neighbors:

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

The proposed bridge over Mill Creek is another matter. We have encountered regulatory problems

and owner protests 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 each year since the Association was established in 1993, which at the end of 2001 totaled \$9,000. 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, 50ft long, 80,000 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 and owner protest problems developed.

Replacement of the crossing with a bridge required 3 permits. One from the Department of Fish and Game for the installation of a new bridge and removal of the old crossing. 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 and Fire protection, which has jurisdiction over subdivision access roads as part of its fire fighting responsibility. This permit was initially granted to the Association but later revoked after complaints from one, possibly two, non-resident Association members. The permit was reissued requiring an 18ft wide, 40,000 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 application requires the signature of the property owner on whose property the construction will take place - in this case Andrew and Chandra Marks - and the Marks have refused to allow the construction unless the weight capacity is increased to 120,000lbs.

Both complaining property owners have claimed to the authorities that the 14ft width and 80,000lb capacity design of the original bridge would limit their abilities to transport store and utilize heavy equipment on their properties. Cal Trans regulations limit loads on State Highways (without special permits) to an 8.5ft width and 80,000lb weight.

The Board felt the owners insisting on increases in width and capacity above the state public road regulations should pay the incremental costs, approximately \$10,000 for the wider bridge and

\$10,000 for the 50% increase in weight capacity. Neither has responded to our registered letters requesting them to do so.

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

Thanks to the lobbying of one or two of our Association members, the CDF requirement for an 18ft bridge seems to be non-negotiable. This will increase the cost by \$10,000, \$250 for each owner. If Andrew and Chandra Marks continue with their insistence for a 120,000lb capacity bride the cost increases another \$10,000, \$250 for each owner. Incidentally all of the cost estimates are approximate. The board cannot assure 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.

As one might expect, navigating this acrimonious course - despite the already proven benefits of the grant with heavy winter rains - has taken its toll on the Board. Claire Korn has officially resigned. Two other members are on the verge of bowing out as well. This is not a Cal Trans project with millions of dollars to fritter away on experiments and over designs. Rather it was a cautious yet sound plan, worked long and hard for, and may go uncompleted because of the excessive demands of a few individuals.

Please complete the enclosed ballot and return it in the enclosed envelope.

BOARD OF DIRECTORS

NASH RANCH ROAD ASSOCIATION

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 _____

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
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Date: Fri, 01 Feb 2002 09:29:39 -0800

From: "John Wild" <jnowild@pacbell.net> | Block Address | Add to Address Book

Subject: additional wording for the letter

To: "Doug & Judy Nelson" <wildflowerbeading@yahoo.com>, "Dan Imhoff" <danimhoff@pacific.net>, "Daine Paget" <dpaget@mcn.org>, "Claire Korn" <cvkco@worldnet.att.net>

I inadvertently left off some of Dan's proposed wording for Draft #3. It should be inserted at the end of the next to the last paragraph or possibly as a new paragraph. "In fact, these new developments threaten the future maintenance on the entire road, which is private, not public, and has been maintaining itself on a bare bones budget since its inception. Every other Road Association in the county would be envious of our recent gains." I agree with Diane's additions of yesterday. John

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John A. Wild

420 Castanya Court
Danville, CA 94526

Phone: (925) 837-2824
(707) 895-2866
Fax: (925) 855-1174
jnowild@pacbell.net

February 8, 2002

Andrew and Chandra Marks
47 Morton Ridge
Warrenton, VA 20186

Dear Andrew and Chandra:

This is a personal letter from me to each of you and is not from the Road Association Board. No Board member has seen this letter nor does any know of my plans to prepare it. About the only roll I play with the Association anymore is that of historian, and Dan Imhoff's conversations with Melissa Meader, as related to me, indicate that I might be helpful to your understanding of where we are and where we have been. This letter is much too long, and for that I apologize, but there are a number of matters that I think should be clarified.

1) I understand that you believe the pile foundation has been placed outside of the road right of way on your property.

The foundation was placed in accordance with the drawing prepared for you by George Rau and which you furnished us with your Fax of August 14, 2001. The foundation was placed directly under where the old log bridge had been located. According to the drawing the northerly edge of the right of way was approximately 13 ft North (downstream) of the northerly edge of the old log bridge and I can see no possibility the foundation is not on the dedicated right of way.

2) I understand that you feel we have not complied with the provisions of your letter of May 16, 2001. Please see my letter response dated June 1, 2001.

Your item 1 related to a survey of the property line between you and Bruce Wicinas. We felt such a survey was of importance to you and Bruce but not the Association and you had the survey conducted at your expense. The results indicated no need for change in the easement description and we were aware of no reason for preparing any document for your attorney's consideration.

Your item 2 referred to insurance liability issues. Andy and I discussed the matter and Andy agreed to investigate both our policy and alternate coverages. On June 22, 2001 I sent you copies of our policy and information on how to get in touch with our agent. I never heard from you on the matter.

Your Item 3 concerned a request for 2 weeks minimum to review plans and specifications. On June 1, 2001 I responded to your May 16 letter and in addition to commenting on items 1 and 2 above I told you we would do the best we could to accommodate your request but as things can change quickly we couldn't guarantee your request. I did include with that letter the drawings we had at that time for the bridge, and it is true the design changed a number of times, sometimes with drawings and specifications and sometimes not. We did not have a firm plan for a bridge until we actually filed for a permit and you have a copy of that. Those plans and specifications were delivered to us the day of filing.

3) I understand there is confusion about the availability of Grant funds.

The facts are these: The Fish and Game grant to RCD was for \$247,380. All work must be completed by March 31, 2002. All grant funds were to be spent for road improvements, none on the Bridge. Our matching grant obligation was for \$29,400, \$4,000 to be used for road rock, \$400 for printing, duplicating, mail and telephone, and \$25,000 for a Rail Car Bridge. We informally agreed with Both Fish and Game and RCD to apply our entire \$29,400 contribution toward a bridge. I frankly do not know the consequences of not completing the bridge and we have not asked. It is not impossible that the Association would be expected to contribute an amount equal to our matching funds obligation to RCD or Fish and Game or some other organization. Tom Schott tells us it was critical to the entire project and that if it is not completed there is little chance of ever getting another grant.

The grant funds have been almost depleted on projects other than the bridge and I hope you have had the opportunity to drive the roads recently. They are in better shape than I have ever seen them.

The grant specified a Rail Car Bridge, but on investigation we decided a rail car was too narrow and might not be able to carry the weight we felt was necessary. We also found that neither of the rail car providers we talked to would give any warranty at all, suitability, capacity or installation.

We decided on a fabricated bridge and chose Humboldt Bay Forest Products as the contractor. They recommended an engineer who was familiar with their work and who had done design work for them. We engaged the services of both, the bridge builder to be paid under the contract for the bridge and the Engineer to be paid directly by the Association on a hourly basis. We later got a bid from another contractor for the bridge, but found the Humboldt bid to be the more competitive.

4) I understand you feel you have not been kept informed of the planning for the bridge.

By letter of June 1, 2001, in response to your letter of May 16, 2001, I advised you of the then status. You did not respond.

By FAX dated August 16, 2001, I advised you of our then plan to build a 12ft wide, 80,000lb capacity bridge, length to be determined after the old log bridge was removed. I also told you what funds were available and that we would see what additional costs would be involved to increase the width to 14ft as you had requested in your FAX to us dated August 14. You did not respond.

The entire bridge issue was discussed at the Annual Meeting on August 11, 2001, including the then specifications and the cost. It was stated that we still needed \$1,700 to meet the matching grant obligation. Chandra attended, Andy did not.

The log bridge was removed the weekend of August 18 and at no cost to you 5 of the 6 logs were placed at a location of your choice. The other, which was owned by your neighbor, was placed on his property.

By Fax dated August 22, 2001 I sent you a copy of a memorandum to the Board I had prepared of the same date updating them and you of the status. The plan then was for a 14ft. 80,000lb capacity, 40ft long bridge built on piles. Again the finances were included. You did not respond.

At this point we were being driven largely by the weather and the calendar. We knew work on the bridge could only be conducted in dry weather and as the grant was to expire at the end of March 2002 we obviously had to move fast.

On September 6, 2001 we received a bid from Daniels Steel to install the Pile foundation, and it was installed. At the time of the installation our engineer decided the 40ft length he had previously proposed would not work and the length was changed to 50ft. This was dictated by facts on the ground and we did not participate in the decision. There were no drawings or specifications. We installed the piles consciously without benefit of a building permit because we felt the benefit of getting the bridge in quickly would outweigh any problems created by the lack of a building permit for the foundation.

On October 12, 2001 we applied to Forestry and Fire protection for a permit, and after a 'desk review' by Tracy Boudreaux, who later reviewed and acted on the application, I was told it appeared to be in order and we could expect its approval within 2 weeks. It was approved on October 23 and I was notified the next day and picked it up on October 25. I immediately took it to Ukiah and completed the application for a Building Permit (the Forestry permit being a part), and again after a 'desk review' was assured we could expect approval as soon as 14 days, however I was told they would not grant the permit without the landowner's approval. I attempted to call you either later that day or the next and left a message. I felt you were well 'within the information loop' and anticipated an immediate approval.

Melissa Meader called me on October 31 and advised me of your absence and requested that I send all details of the bridge to her. I did so that day, including all drawings and specifications, and reminded her of the fact that time was of the essence. Having had no response I called her on November 2nd, November 8th and November 19th, but each time she said you were 'considering it'.

On November 10, 2001, I was called by Tracy Boudreaux of Forestry and told they were reconsidering the already granted permit. They later withdrew the original permit and issued a new one calling for an 18ft bridge. In speaking with both Forestry and Planning officials later it was obvious the Battinich-Spinardi owners had lobbied strongly for this result.

Your letter of November 28th insisting on a 16ft wide 120,000 capacity bridge came as a surprise. You had known for months of the specifications of the proposed bridge, and had never indicated any fault with them. We knew you preferred a 16ft bridge, but felt you had accepted the 14ft width as a concession to the costs, but the 120,000lb capacity came from out of the blue. You had never mentioned the possibility.

The combination of an 18ft bridge with 120,000 capacity is probably fatal to the building of a bridge unless you and the Battinich-Spinardi owners are willing to pay the incremental increase in cost. As I remember this is precisely what you offered to do when we were discussing increasing the width from 12ft to 14ft width. A 14ft bridge is by definition a 1 lane bridge, and the steel supports are relatively simple and inexpensive, particularly for an 80,000lb bridge. An 18 ft bridge is a 2 lane bridge, which must be able to carry the full weight on both sides, and effectively becomes 2 single lane bridges, each in this case capable of carrying 120,000lbs.

I feel the Board has kept you very well informed.

5) I understand there is confusion about the financing available.

The present financing of the bridge is this. We have collected \$28,000. \$1,000 has been put aside in each of the 9 years the Association has existed to total \$9,000. We took \$5,000 from the Lower road general funds (we felt this was fair inasmuch as the lower road also benefited from the grant) and \$5,000 from the upper road general funds, and the owners contributed another \$9,000 (at \$250 each), Total: \$28,000.

The 14ft bridge could have been constructed and installed with funds available. The financing would have been \$14,260 for the foundation, \$17,873.28 for the bridge, \$8,000 for engineering services,

and \$600 for a building permit. Total: \$40,733.28. We had a promise from Hagans for \$6,000 from the grant (this would have to be spent by March 31, 2002), and planned to ask for \$1,000 loans from several owners to make up the difference. I mentioned this to you in my letter to Melissa of October 31st. In addition, the removal of the old crossing is included in the grant at an estimated \$6,000 and this will probably be lost because it would have to be spent by March 31, 2002.

We have spent, (or are obligated to spend) \$14,260 for the foundation, \$8,000 for engineering services, \$600 for a building permit and \$300 for expenses for the bridge builder. This later amount might be refunded if the Bridge is actually built. Total: \$23,160. We have \$4,840 remaining.

There is nothing precise about the estimates, but in general terms the 18ft widening should cost about \$10,000 extra, the 120,000lb capacity should add another \$10,000, and the lost money from the grant should be about \$12,000. The board feels the increased width and capacity are accommodations to the Spinardi's and your unique needs (in contacts with regulators we have heard much about the heavy equipment they store-use on their property, and your 'engineer's' letter reference to 'a truck and dozer' of apparently great weight), and does not feel these expenses should be borne by the other owners. You were advised of the Board's position, but have not responded.

I think everyone would agree with you that a 120,000lb capacity bridge would be desirable. The question is whether it would be a benefit to anyone other than yourselves. The area is rapidly changing from a logging area to a residential one, and the need to accommodate heavy logging or construction equipment simply does not exist for most.

There are 44 owners who use the bridge, possibly 40 of whom might make an additional payment, but to accommodate what you and Battinich-Spinardy appear to demand would cost in the neighborhood of \$800 each. If Danny Hagans is successful in getting an extension of completion time for work under the grant it might reduce those figures somewhat. If he can get the extension and the only change in the basic design is to increase the width to 18 ft the cost per owner would be in the range of \$250 each; if 120,000lb weight capacity is added the cost per owner would be in the range of \$500 each. Your guess is as good as mine whether the owners would agree to the additional assessment. My guess is that they might for \$250, would not for \$500. He tells us the absolute deadline for completion if an extension is granted would be June 10, 2002.

6) Your demands

In view of the above your most recent letter, January 27, 2002, is frankly a little hard to stomach. A number of people, both on the board and off, have put an enormous amount of time and effort into this project. All is volunteer, and all expenses have been contributed.

What we have received in return is not just differing opinions, but pressure on the regulatory process which make the road improvements impossible. And we do feel they are important improvements to the road. Those 'culverts' were installed in the late '70's to replace the log bridge which had become unsafe. They are not actual culverts but are reclaimed and modified highway tar haulers. Several present ranch residents were present when they were placed and assisted in removing the ends. They began collapsing soon after installation and Wilbur Nash removed approximately 5 ft of the overlying earth to reduce the weight and slow the process. If you have taken the trouble to climb down into the creek you know their condition. I can't tell you whether hauling these 120,000lb loads you feel are necessary would increase the risk of collapse or not, but I personally hope both you and the Battinich-Spinardi interests will respect the rights of the other owners and refrain from testing their strength.

The principle risk of the 'culverts' however is not collapse but blockage in a rainstorm. Should it

occur there is nothing that can be done to prevent rapid water build up which could quickly take the crossing out. This is the risk to the fish and the reason the RCD has become involved.

Your January 27 letter proposes alternative crossings. Our goal is to get an adequate crossing at as little cost as possible and we welcome other suggestions. We investigated arched culverts and were told Fish and Game would not permit them, but of equal importance, found them to be more expensive. You are free however, as would be any easement owner, to obtain permits and install any of the choices you outlined, either at your own expense, or by requesting funds from the other owners.

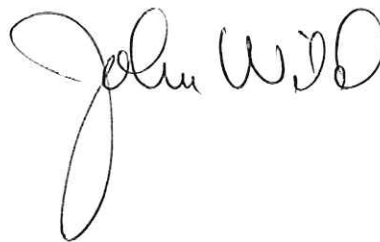
Your letter also speaks of additional items you will "require" before you will sign the building permit. You are asking volunteers to do a great deal of legwork - after they have spent years already - to satisfy your special and time consuming requirements. By now I am sure you have discussed with your attorney the rights and responsibilities of a landowner and an easement owner and you can appreciate the Board's frustration with the Planning Department's actions. I think it only fair that you contribute some time and effort to this project and get what ever assurances you feel are necessary from the various insurance companies, bonding companies, etc. You presumably are familiar with your demands, and the Board is not. Either you, or possibly Melissa under your supervision, could easily do what ever you feel is essential. I am sure the Board would welcome your participation, possibly even as a member of the board, and would assist by making all necessary information available. Without your help I don't think there is an chance of proceeding.

I think a very fundamental question must be answered and answered soon. The Board wants to complete this project to the satisfaction of as many as possible. There is the possibility that some additional help on the finances might be available through the RCD, but neither the Board nor RCD can continue to try to accommodate every desire someone might dream up. The Board needs to know whether you are willing to sign a Building Permit application, either for an 80,000lb or 120,000lb bridge, or are you not. Very little time remains to put all of the pieces of this together and complete construction by June 10th.

This is a long letter, for which I apologize, but I know no other way to get information directly to you. I appreciate that you are 'often unavailable', we all live busy lives, but I believe this is an important issue to those who own property on Nash Ranch, including yourselves, and I only ask that you consider the proposal and the alternatives. I recognize your comments are sincere and intended to get the best crossing possible, but these are exactly the same goals as the rest of us. And some of us have been working on this for years and to the best of our abilities.

From what I understand the Board is preparing a letter to the owners explaining the situation and why the bridge will probably not be built. Should you have any comments that might bear on that subject I would suggest you voice them quickly.

Regards



Cc: Melissa Meader
P. O. Box 967
Philo, CA 95466

February 8, 2002

To the Board:

I figured things couldn't get much worse so I decided to write a letter to Marks directly. It is enclosed. I felt he should at least have access to some facts. It should be received by Marks in Virginia on Monday, Feb 11.

Hope I haven't made things worse.

I assume there will be a letter later along the line we have all been drafting, but I think I'll get out of that competition. Good Luck. Should he respond to me directly I'll let you know.

John Wild

**Aladdin Depot
23294 Connecticut Street
Hayward, CA 94545**

March 27, 2002

Dear Steve,

We appreciate your efforts and it is admirable that you are trying to complete this crossing project. The purpose of this letter is to make you aware, if you are not already, of concerns that looking from a view of construction management that we are experienced in and are extremely baffled by how this project has proceeded from the beginning. We understand that you have inherited many of the problems that could have been avoided if standard construction procedures had been followed. Now we are wondering if that same pattern is going to continue and so in fact we are going to address points in this latest request from the board for additional funds again for unspecified construction of an unspecified bridge and at an unspecified cost.

We are in review of your letter dated March 1, 2002. We are wondering why permits were not applied to the Building Department prior to starting work. We noticed a Stop Work notice on the bridge. What is more astounding as the Bridge was being built on private property without the Owners consent. And now the Board is asking us for more money without a working plan or a budget in place and without concerns that the property owner addressed such as Errors and Omissions Insurance to protect them and the Road Association. We feel it is irresponsible that a project of this size and importance be started without proper County and CDF Permits or plan check, or concerns from Association Members that had previously voiced there concerns regarding weight and load requirements without a reply from the board.

We have reviewed your letter and have the following comments and/or questions that should be addressed.

Statement 1:

The existing Mill Creek culvert crossing is not failing. When the Culvert was installed, one of the 8-foot pipes was dented on one side. Upon close observation you will note that the 'failing' portion of the pipe is 6 feet from the edge. This spot is approximately 6 feet from the travel way. Therefore, the dented location is not subject to vehicular traffic loading and its damage was caused at time of installation. The culvert is not in immediate danger of failing. However, the culvert is old and will need to be replaced sometime in the future (i.e. 10 to 15 years from now).

Statement 2:

'If we move quickly...' This Grant was written 4 years ago. How is that concerns were ignored in the planning and implantation stage during this time. Now we need to pay an

additional \$500.00 'quickly' to 'prevent losing \$15,000 in remaining Grant money.' How are we now at this impasse? Please explain the statement, "we can prevent losing \$15,000.00 in remaining grant money-\$6,000.00 for the actual bridge, and \$9,000.00 for previously planned work." Is the full \$15,000 for the bridge? Or, is only \$6,000.00 for the bridge? What is the \$9,000.00 '...for previously planned work?' According to our calculations, the Road Association members have been asked to pay \$48,000.00 for the bridge. We come to this amount by adding the \$250.00 asked 2 years ago to the \$500.00 asked 'quickly'. Multiple this amount of \$750.00 by 57 Road Association members. And still we do not have any knowledge or plans of what is going to be built. It was our understanding that the Grant was also going to contribute to the bridge crossing. How much is that? This is very confusing. Exactly how much has been spent to date on this crossing. How much was the original contract price? How much more is anticipated to complete the said project? Is this figure a firm price? Is the contractor going to agree to build the bridge for a contractually agreed price or is he going to build it on 'time and material' similar to all the previous Grant work? Is there a contingency fund for extra work the contractor may claim?

Statement 3

We agree with this statement.

Statement 4

We agree with this statement.

Statement 5

If the bridge is being properly engineered for Mill Creek, the Engineer should provide proper 'Errors and Omission' insurance indemnifying the Board, Association members and the Mark's.

Statement 6

"We are so close..." Where will we obtain the funds for the installation of a bridge by early May and the removal of the existing crossing by fall? Is all the work going to be paid for by Grant money or are we going to use some of the Association Road Maintenance Funds? If this true, than the bridge is costing more than the additional \$500.00 asked to be paid by the Road Association members. We have to keep up with scheduled road maintenance. We should not take money from maintenance funds to expedite the completion of the bridge for the sake of trying to complete a poorly planned and mismanaged stream crossing.

John Wild, in deposition last summer, stated the bridge would be 16 feet wide and rated for 120,000 lbs. At last years Annual Road Association meeting the cost of the bridge was never discussed. If there was a problem with the cost of the bridge, it was not brought to everyone's attention. The Road Association members have never been informed of the proposed cost of the bridge. How much money is coming from Grant funds and how much from the Road Association members? It seems strange to us that we would contract with someone without a fixed cost.


We are wondering why the Board did not do proper research before designing the bridge. We sent the Board two letters informing them of our concerns. Prior to that, we recommended that an arched culvert be explored as an alternative to the bridge. John Wild stated the bridge was going to be 16' wide and rated for 120,000 lbs. At the Road Association meeting last summer he stated that the bridge would be 16 feet wide and rated per Cal Trans requirements. What does this mean? Dan Sicular stated that an arched culvert would not be allowed by DFG and could not be considered as an option. We have again confirmed with the DFG that arched culverts are acceptable for stream crossings. After the bridge construction was started, without proper permits from the County, CDF and the owner of the property, it was discovered that the bridge was only 13'6" wide and rated for 40,000 lbs. We are now being informed that the bridge will be 18 feet wide and rated for 120,000 lbs, and we need more money. How much is really needed, nobody knows because the bridge has not been engineered, plans drawn or firm prices given.

The idea of a bridge is admirable but it poses many problems. For example, what is the bridge surface going to be? Is it going to be paved or concreted? The previous plans only showed it as steel. We are concerned that steel plating is a dangerous surface when ice, moisture or mud is present. Also, 1/4" steel plate may flex and distort as heavy weight drives over it. Welds in that thin of a metal will have a tendency to separate from the main structure. Another concern we have is future maintenance of the bridge. Has this cost been considered and budgeted. A third concern we have is the inspection and testing of the welds. Is it a good idea to have the same designer engineer be responsible for welding inspection? If he is, then he should provide Errors and Omission Insurance naming the property owner, Road Association member and the Board as additionally insured.

We have previously submitted to the Board a proposal from a reputable Bay Area Contractor with a firm competitive bid with three alternatives. This was not a difficult thing to do. Were these prices ever reviewed or considered by the board as an alternative solution for crossing the bridge? By installing the arched culvert the Road Association not only protects the owner of the property but all the other landowners from possible liabilities. An arched culvert has none of the problems that are inherit in the construction of a bridge. We suggest that you contact a commercial bridge builder and discuss these issues for yourself.

The Road Association Board members have a fiduciary responsibility to keep all Road Association members informed of all work, planning and costs.

Sincerely,



TOM SICULAR



BOB BATTINICH

As we know you are a contractor yourself, we too have been in the construction business for over 30 years. This is how projects are done.

1. Evaluate the desired outcome of the project
2. Investigate the necessary specifications from all the agencies.
3. Choose a qualified Engineer willing to provide Errors and Omissions Insurance.
4. Request the Engineer to provide approximate estimates for various alternatives. (Most Engineers can give you realistic costs that comply with all the agencies involved. Notice we have a price form a reputable contractor to install an arched culvert. There was no cost for this estimate. We have heard that we are supporting the arched culvert alternative because we want the job. This is not true. We have plenty of other projects to do for ourselves).
5. The two alternatives should be cost compared and equal consideration given to each regarding future maintenance and liability.
6. Plans and specification should be drawn and approved by the owners.
7. The plans should be put out for competitive bid to two or more qualified contractors.
8. Bids are usually compared and analyzed.
9. Contracts are let and work scheduled.
10. All permits obtained prior to starting of work.
11. If any of the permitting agencies do not provide inspection services, we hire a qualified independent Inspector to eliminate conflict of interest.
12. Complete job
13. Sign off all permits.
14. Put in place maintenance plan.

These specifications are minor in comparison to most other projects.

In lieu of what has not been done it would be our suggestion that we reapply for another Grant using another Grant Writer such as National Grant Services who is independent of our Association and is willing to work with us and capable of successfully writing a grant that can cover all concerns and specifications tailored to our needs so that if the board insists to installing a bridge; the cost can be paid for in its entirety without any reflection on what should have and could have been done after the fact. See enclosed flyer and call Earl Peterman who has contacted this person before and found him very agreeable to work with.