

SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE
MONTECITO FIRE PROTECTION DISTRICT

Held at Fire District Headquarters, 595 San Ysidro Road, February 23, 2010. The meeting was called to order by President Jensen at 8:30 am. Present were Chief Wallace, Director Jensen, Director Venable, and Director Newquist. District Counsel T. Amspoker, and E. Hvolbøll, as well as approximately 20 members of the public were also present.

1. There was no public comment.
2. Director Venable pointed out duplication of words on page 3, and item 7 on page 6 needs to include Director Venable in attendance, and that Ms. Friedman should replace the instances that were referred to as Ms. Richardson. On a motion made by Director Newquist, seconded by Director Jensen, the minutes of the February 16, 2010 Regular meeting were approved as corrected.
3. Mr. Hvolboll suggested that the Board consolidate items 3-6 on the agenda for the Board's public hearing of all appeals.

Mr. Krock from 202 E. Mountain Drive presented a letter to the Board and read it aloud. Mr. Krock's letter is attached to these minutes for reference.

Ms. Collins advised that all property owners have signed the document that was drafted by Mr. Amspoker with input from Susan Petrovich and several other property owners' attorneys. Their repair and maintenance agreement is still in draft stage, but should be available for signatures soon.

Ms. Friedman advised that she feels that there are loopholes in the documents that were prepared, and feels that they are signing a check for a bill that they don't know the costs of. She believes that time will tell what impacts this will have to the property owners. She advised that the documents were explained to her, and she is aware of what she has signed. While she doesn't feel it will help her, she is willing to sign it to help her neighbors. She added that she does not believe that the residents were properly warned by the fire department or that anything was done to protect their lives and properties during the Tea Fire. She is preparing a document for other residents to sign relating to these issues to put on record. She stated that the bills pertaining to the cost of the road repairs are for the Fire District's protection, not theirs. She believes that the true facts are not brought to the Board. She proposed that they don't need the road except for garbage trucks and delivery trucks, but rather the Board should purchase airplanes to help put fires out.

Mr. Hvolbøll pointed out that the Fire District Board meets once a month, and at every meeting, there is a public comment opportunity. Any time anyone

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from the public has something to say, they can make their comments at these Board meetings.

Ms. Hayum acknowledged Ms. Friedman's statement, that this is an emotional issue for those who have lost so much. She also acknowledged that every person in the room, including Ms. DeSitter and her husband, have made strides to move forward to solving the problems. She also recognized Ms. Collins for her tremendous efforts.

Mr. Hvolbøll advised that he and Mr. Amspoker have reviewed the following changes proposed for Exhibit G in the appeals.

1. On the first page of Exhibit G: Several corrections, including Mrs. Friedman's middle initial, Mrs. Collis' name, Ms. Hayum's middle name and some punctuation.
2. Recital B, a phrase should be added that says "a legal description of the properties is included as Exhibit A and incorporated herein" so that there will be legal descriptions.
3. On the second page of Exhibit G: the same corrections regarding names and punctuation that were noted on the first page.
4. Recital C at the bottom of page 2: Ms. Petrovich suggested that the sentence that reads "and maintained by certain owners whose property who have frontage on the roadway" be changed to add the word "share" and delete the words "have frontage on" so that it would now read "and maintained by certain owners whose property share the roadway".
5. Recital E on page 3, Ms. Petrovich made a request to reference home owners who might want to remodel or improve their homes as a result of smoke damage. The Fire Chief does not believe that any properties that are affected by this are in that category, and the recommendation is that this not be incorporated.
6. Recital G, Exhibit A will be changed to Exhibit B.
7. Recital H, Ms. Petrovich requested that the words "and grade" be deleted. The Fire Chief advises that this is incorrect and the words "and grade" should remain.
8. Section IA, page 4, there was a request similar to the one on the previous page regarding improvement and remodeling which the Fire Chief does not feel is appropriate.
9. The Exhibit letters need to change from B to C, and from C to D.
10. Section IA, Paragraph C, Ms. Petrovich requested that an Exhibit be added to include an example of where the fire hydrant is proposed.

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Mr. Hvolbøll stated that he feels this is a good idea, and should be added.

11. Section IA, Paragraph F, adding “including, but not limited to the water system” for clarification. Mr. Hvolbøll stated that this too is a good suggestion.
12. Page 5 under “Owner’s Responsibilities”, Ms. Petrovich suggested that language include “the owners who own properties along which the road improvement are to be located will agree to convey to each of the other owners...” Mr. Hvolbøll stated that this is clarification language is good and should be included.
13. There were some (not legally significant) changes suggested to Exhibit D, relating to the entrance to the driveway and the distance. Mr. Hvolbøll suggested that they use the original wording.

The Fire Chief made a few comments regarding Paragraph D on page 5 relating to the distances from the fire hydrant to the driveway. Mr. Hvolbøll added that he believes the Fire Chief’s statements are consistent with the Staff report and with Ms. Petrovich’s comments; however, this language can’t be used as precedence on other roads in other situations.

Chief Wallace stated that while it doesn’t affect these owners, the interpretation of the code as it is written, which references 500 and 700 feet, talks about the measurement of the hydrant to the driveway. In this case and only this case, all of the measurements work within these measurements. The actual driveway should be added to the distance from the hydrant to the driveway. (Example, 400 feet from hydrant to driveway entrance, and driveway is another 400 feet to the structure, would equal 800 feet from the hydrant, which is too far.)

14. Page 6 under “Owner’s Responsibilities” Paragraph F, it was suggested to change the word “reconstruction” to “construction”, which is fine according to Mr. Hvolbøll. Also verbiage added to “based upon District’s recognition of the hardship created by the loss of and damage to the homes...” Director Venable advised that he thinks it is appropriate to keep “reconstruction”.
15. In Paragraphs F, G and H, Ms. Petrovich also suggested requiring that the District issue a 2nd FPC after the road is finished which would give property owners new appeal rights and would limit the waivers and releases to the District between now and when improvements are made. Mr. Hvolbøll recommends that the District not incorporate this language and to use the original language.
16. Paragraph H, clarifying language to include “each of the owners agree” and adding the word “the” in the sentence ..."entirely at the Owners’ risk.” which Mr. Hvolbøll indicated was fine to include.

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17. Ms. Petrovich also suggested deleting Paragraph C under “General Provisions”. Mr. Hvolbøll indicated he was fine with that.
18. Paragraph H on page 7, add the phrase “this agreement binds and is for the benefit of all parties of this agreement and the respective successors and assigns, including but not limited to subsequent owners of the properties” which makes it clear that the agreement is between District and the owners and their successors.
19. Paragraph N, Ms. Petrovich suggested adding “all prior agreements understandings, representations or negotiations between owners and District are hereby superseded” and “warranties or covenants by owners or District or their respective representatives not included in this agreement.”
20. Several corrections on the signature pages for names and punctuation.

Mr. Amspoker explained that Exhibit B is based on findings from the District Engineer and the Fire Chief as to how wide the road should be. He advised that the property owners have proposed a different document for Exhibit B, however, after reviewing it District Counsel and the Fire Chief believe that the Exhibit B provided by the District is the correct description.

Ms. Collins stated that in regards to Section F which refers to issuing FPCs, they need course of construction insurance, which requires a bona-fide FPC. Ms. Collins advised that the language in item F makes it appear that the Fire District won't respond because of the unsafe roads. Chief Wallace advised that the agreement does add more conditions to FPC than is typical.

Mr. Amspoker pointed out that Section II, Paragraph F is the waiver, and Section II, Paragraph G states “...recognizing that Upper Hyde Road, in its *current* condition, prevents District fire-fighting...” He clarified that the point of the FPC is that the road will be repaired and that the homes can be rebuilt. Once the road is repaired, it will no longer be “in its current condition”.

Ms. Collins advised that they are worried that if there is damage prior to the road improvements and water infrastructure being in place, which could take up to a year, the agreement indicates that “the recipient Owner agrees that District shall be released from any claim the Owner might have ... “

Chief Wallace used the following hypothetical situation to describe Ms. Collins' concerns: a house is in the framing stage (which is very vulnerable to fire spread), the hydrant is not in, and road is not repaired to the width needed. This will delay the District's ability to get to the property, and once there, they can't put it out because there is no water. Ms. Collins is concerned that the agreement shows that they are accepting the liability of not being compliant.

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Ms. Collins advised that in order to get fire protection insurance during the course of construction, the property owner's guarantee that they are meeting certain criteria to safeguard the mortgage holder's investment on the property.

Mr. Hvolbøll stated that this is the reality of what already exists today. It isn't changed by this agreement. Mr. Venable stated that this would be an interpretation from the issuing insurance company.

Mr. Staufenberg indicated that the way it is now states that the Fire District doesn't even have to try, due to the situation. He asked how this relates to an existing house that didn't burn in the fire.

Mr. Hvolbøll asked if this was the case during the Tea Fire, that the District wasn't able to respond.

Chief Wallace advised that the Battalion Chief from Santa Barbara City Fire Department chose not to send engines up the road because he wasn't sure it would be safe.

Ms. Friedman stated that she was there, and "Julie" "forbade" her from going up the road. She stated that the fire truck was there, but it wasn't doing anything. They had their red light on, but no sirens. She asked why they didn't put their sirens on because it is the fire department's responsibility to save lives. She stated there were homes that hadn't caught fire yet that they could have "squirted" water on, but didn't. She added that it was her son who had seen the fire on TV who notified her tenant of the fire.

Ms. Hayum stated that she had rail road ties that had burned the night of the fire and were continuing to reignite days after the initial fire. She stated that a fire truck came into her driveway to help put out the fire. She advised that she was delighted to see that the large fire truck could in fact make it up to her house and help put out the fires that were reigniting. She added that it is obvious from that response that fire trucks can make it up the road and into her turn around. She stated that she is hoping that if there is a fire at their house in the future, given that they have demonstrated that they have been able to successfully make it there, they will try to put it out.

Mr. Amspoker advised that there is not specific language in the agreement that states the District wouldn't try. Chief Wallace clarified that it isn't that the District wouldn't try, but without the water and better access, it will impede and delay the response time and currently there are certain properties that can't be reached. The District can't guarantee that the property owners on Upper Hyde Road have the same fire service expectations as other parts of the District where they have the proper water supply and access.

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Mr. Staufenberg pointed out that the document simply references the District's ability or inability to access the properties.

He also added that it is important for everyone to keep in mind that just because one truck may have been able to access Ms. Hayum's property when it was not during a large scale emergency, it is much different trying to get multiple engines into the area with the chaos of neighbors trying to evacuate down the road, along with flames everywhere and the conditions that existed that night.

Ms. Collins read their proposed Section G for page 6, "Waiver of District Responsibility. Recognizing that Upper Hyde Road, in its current condition, prevents District fire-fighting and emergency vehicles from adequately accessing all of the existing residences on Properties accessed from Upper Hyde Road, each of the Owners hereby waive any responsibility District may have to provide fire and emergency services to the Owners existing residents until the roadway improvements have been completed on that portion of Hyde Road that provides access to Owner's building site and each owner agrees to hold District harmless from any liability for loss of life or property associated with District's inability or failure to provide emergency or firefighting services until the roadway improvements have been completed on the portion of Upper Hyde Road that provides access to the Owner's building site."

Ms. Collins advised that they left most of Section G alone, but proposed amending Section F to include "Each of the Owners is legally entitled to appeal any terms and conditions imposed by the District upon issuance of Fire Protection Certificate."

Director Venable advised that during the fire, there were mutual aid agencies who responded to assist. These agencies may have different approaches to firefighting but the District also has the responsibility of protecting their fire fighter's lives as well. Ms. Collins stated that they are aware of this and they are also protective of the firemen.

Ms. Collins advised that they are concerned with the language including "emergency services," which may infer that if they call for an ambulance, they may not come up the road.

Director Newquist suggested that staff meet and coordinate with the property owners to come to a mutual agreement today so that the Board can make a recommendation.

Ms. Collins stated that the replacement of Exhibit B was because they wanted to verify some of the road widths which are narrower than the original Exhibit B. She suggested that they take the proposed Exhibit B and add a line that says that these are minimum widths, and where possible wider widths may be

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accomplished. She added that it is important to reflect the minimum widths for the engineering of the road.

Mr. Hvolbøll advised that the District has already reviewed the information with Fire Chief and incorporated some specific modifications that the Fire Code specifically requires into Exhibit B. He advised that there are no entitlements to owners to have their recommendations incorporated. The Fire Chief has done his best to look at the unique characteristics of the existing conditions. There comes a time when the Fire Chief says it has to be a certain way for it to work at all. He stated that the District has made changes to the standards that are currently in existence, adding that there is no entitlement to a variance of those standards.

Ms. Collins advised that that Exhibit B was the outcome of a discussion that she had with Chief Wallace. She then sent the chart to Chief Wallace and he verified that they were the standards he was setting in specific areas of the road. She stated that it isn't an entitlement, but a clarification of what Chief Wallace was asking them to perform.

Mr. Hvolbøll stated that he doesn't see this document saying what Ms. Collins proposed it to say. He advised that he feels strongly that the District shouldn't issue one FPC now and one later to allow for another set of appeal rights.

Ms. Hayum advised that she liked the suggestion of coming together to create language to help the situation and suggested that a break be taken so that they can work together to come to a resolution today.

Mr. Reisenweber added that he would like to see the Board consider alternate ways to fight fire including air support.

Director Newquist suggested that the Board take a break to see if Counsel and the property owner's representatives can come to an agreement.

Director Venable advised that he is concerned that the homeowner's rights will over ride the protection of the District.

The Board took a break at 9:40 am

The Board returned at 10:25 am

Mr. Hvolbøll advised that Chief Wallace, Mr. Amspoker and he met with some of the neighbors. He advised that specifically, they addressed Article II, Owner's Responsibilities, Paragraphs F, G, and on page 6 of Exhibit G to the proposed statements.

Paragraph F will stay the same as proposed in staff report.

Paragraph G has been shortened to read “Limits of District Responsibility. Recognizing that Upper Hyde Road in its current condition, limits District firefighting and emergency vehicles from fully accessing all of the existing residences on properties accessed from Upper Hyde Road; each of the Owners hereby acknowledges that there are limits on the responsibility the District may have to provide fire and emergency services to Owners’ existing residences or building sites.”

Paragraph H will now utilize the language proposed by Petrovich to read “Occupancy at Own Risk. Each of the Owners understands that they are not authorized to occupy their reconstructed residences, until the Roadway Improvements have been completed on the portions of Upper Hyde Road that provide access to Owner’s building sites and that no Owner will receive an occupancy permit from the District until the Road Improvements and Water System, as well as residential sprinkler systems and other fire-suppression measures serving the Owner’s residence, are completed to the extent required under Paragraph I.F of this Agreement. Accordingly, each of the Owners agrees that any occupancy of any Property prior to receipt of a District occupancy permit pursuant to Paragraph I.F will be entirely at Owners’ risk.” He added that this also addresses Mr. Connelly’s suggestion at the previous meeting to allow occupancy if the road is completed to their property.

Director Venable asked if these changes mean that the property owners are now in agreement to hold the District harmless of any liability for loss of life or property associated with the District’s inability or failure to provide emergency or fire fighting services. Mr. Hvolboll advised that his understanding is that this is the language that might have caused the property owners problems with acquiring insurance, so the Paragraph will be stopped earlier than originally proposed.

Mr. Amspoker advised that Exhibit B will now include Ms. Collin’s chart showing minimum widths. The first Paragraph of Exhibit B will read “The Montecito Fire Protection District will accept the following standards and requirements for improvement of Upper Hyde Road, subject to minimum widths as set forth in Page 3 hereof.” Page 3 would be the chart provided by Ms. Collins. He reiterated that these are the minimum widths, but they can be larger than what is listed where it can be accommodated.

Ms. DeSitter asked to review the chart that will be included.

Director Newquist suggested that if the property owners are comfortable with these changes the District should agree to the issuance of FPC’s with the owner’s signatures.

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Mr. Hvolbøll suggested that the Board make a motion to close the public hearing on all three appeals, then vote on each appeal separately if they are prepared to do so. He added that to the extent that any of the Board received evidence outside of the board meeting and minutes, it should be disclosed, such as a site visits.

Director Newquist asked why they would vote on them separately if they agreed to combine them at the beginning of the meeting. Mr Hvolboll explained that the hearings were consolidated, but the votes can be taken separately.

Director Venable advised that he has visited Upper Hyde Road twice and Lower Hyde Road once.

Director Jensen stated that he has visited Upper Hyde Road twice; once with his daughter, and once with the Fire Chief.

Director Newquist stated that he has visited Upper Hyde Road twice in past 2 months.

On a motion made by Director Jensen, seconded by Director Venable, the Board unanimously approved closing the public hearing on the appeals of Mr. Reisenweber, Mr. Connelly and Ms. Katnic.

Mr. Hvolbøll explained that based on the Staff's recommendation the Board would not be approving everything that Mr. Reisenweber's appeal had asked for. His appeal was different than the other two appeals in that he asked for occupancy before road is completed. Because it is Staff's proposal is that the Board treat the applicants the same, this would be approving Mr. Connelly and Ms Katnic's appeal, and not everything in Mr Reisenweber's appeal.

On a motion made by Director Newquist, seconded by Director Venable, the Board unanimously voted in favor of adopting the statement of decisions and findings on the appeal from Gary Reisenweber for real property at 212 East Mountain Drive as presented in the Staff Report and subject to the changes in Exhibits as amended at this meeting.

On a motion made by Director Newquist, seconded by Director Venable, the Board unanimously voted in favor of adopting the statement of decisions and findings on the appeal from Kevin W. Connolly for real property at 216 East Mountain Drive as presented in the Staff Report and subject to the changes in Exhibits as amended at this meeting.

On a motion made by Director Venable, seconded by Director Newquist, the Board unanimously voted in favor of adopting the statement of decisions and findings on the appeal from Susan Lael Katnic for real property at 238 East

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Mountain Drive as presented in the Staff Report and subject to the changes in Exhibits as amended at this meeting.

Mr. Hvolbøll advised that the revised document will be returned to Ms. Collins to arrange for signatures.

7. Director Jensen stated that he asked for this agenda item because he has concerns with how the Board members act as a Board. There have been times when one board member has acted independently and without the knowledge of the other Board members. He advised that he is concerned with this. He stated that if a Board member has a question for staff, they should take their question to Chief Wallace; he is the boss, and he will research it and bring the information back to the Board. He advised that the Board is not here to run the District but to help make decisions with policy.

Mr. Hvolbøll advised that every public agency, director and staff has his or her own style; however they are required to act within the confines of the Brown Act. It's important that the Fire Chief and District Counsel understand the ground rules of how the Board wants them to operate and how they want communications to go.

Mr. Hvolboll advised that the Brown act covers a lot. For example, the Board can't talk to each other except in a public meeting. The Fire Chief can answer questions, but meetings and the decision making process must be done in public.

Chief Wallace advised that sometimes it seems they may be uncomfortable speaking during the public sessions and often ask for closed session, which is not always an option. He advised that it gets difficult and confusing for him when a Board member approaches a staff member, because he as the Fire Chief is the person that has to answer to the Board; the rest of the District is responsible to answer to him. The lines of communication get blurred when a Director communicates directly with staff instead of him.

Director Newquist advised that he likes the diversity of the Board. They should all understand that Chief Wallace is the filter. He advised that some boards regularly use closed sessions, especially small boards. Small boards cannot get together because of the Brown Act, but staff is not comfortable with closed sessions as they preclude public input and could be the source of litigation. However, he feels that closed sessions are the only way they as a Board can confide in each other and discuss topics, that they normally could not discuss because of the Brown Act. Director Newquist stated that he thinks that anything that is discussed on their agendas should go through the filter or get discussed at a prior meeting.

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Chief Wallace advised that it is helpful that the Board understands that he is in charge of District personnel, and that the Board oversees the policies of the District, based on his overall direction and guidance.

Director Venable advised that he's appreciative when he can come to the Fire Chief for clarification on issues

Chief Wallace added that if there is anything he can do to improve informational flow to please let him know.

Mr. Hvolbøll reminded the Board that they don't need to wait for a meeting to add an agenda item.

Mr. Hvolbøll added that regarding the Brown Act, he will always be consistently conservative with his recommendations. The fewer closed sessions the Board has, the safer it is. Any time there are closed sessions, they are often criticized if they are not done appropriately

The Board took no action.

8. Fire Chief's Report

Chief Wallace reported on several issues including the following: CHP Sheffield/101 incident; LAFCO Special District representative election.

The Directors did not take action on any items in the Fire Chief's Report.

9. Director Newquist asked to add the following items on the next agenda: request to have Salud Carbajal at the meeting; a report on formation of the Hyde Road Special Assessment District; update on Station 3; update on the AM radio station.

Director Jensen adjourned the meeting at 11:08 am.

02/22/2010

Montecito Fire Protection District
Board of Directors
595 San Ysidro Road
Montecito, CA 93108

Dear Members of the Board:

I am writing this letter to the Board of Directors of the Montecito Fire Protection District to clear up any misconception of where my wife Jacqueline De Sitter and I Norman Krock stand on the proposed improvements to the private road that crosses and divides our property at 202 E. Mountain Dr. I think my wife sums it up quite well in the opening paragraph in her letter to Chief Wallace dated July 28, 2009.

“We are all Tea Fire victims. We support our neighbors and would like to see them have an opportunity to rebuild their homes after this devastating fire. We also respect your need to have a safe access road to traverse. We likewise want no destruction to our home and property. We hope to work together with you to find a compromise that serves all our needs.”

I think that paragraph states our position on the matter quite well. My wife offers in this same letter that expanding the road to the east is feasible. We understand that all involved have been under a tremendous strain and are doing their best to rebuild their homes. I was so glad to hear Director Newquist at the February 3rd meeting ask Ms. Collins exactly what the group wants and he would like to see a written explanation of how they plan to get there. We share the same feeling in that up to this time we had not seen any written proposal of exactly what they wanted from us. The documents that we saw for the first time at the February 16th meeting are a big help in understanding what they are proposing. We hope this process of putting proposals on paper will continue as it helps both sides to more clearly understand the other.

After reading the minutes of past board meetings it becomes apparent that the story being told is very one sided with some very relevant facts not mentioned. I will give them in chronological order oldest first and most recent last.

In the minutes of the 12/21/2009 board meeting Mr. Reisenweber stated that he tried to widen the road but was stopped by a property owner at the bottom of the hill who threatened a lawsuit. What happened that day is my wife and I arrived at our house to find a person on our property using a small excavator called a “bobcat” to dig into the hillside along a large part of the road. We identified ourselves as the owners and asked this person who are you and what are you doing. He replied that he was Craig Jensen a contractor working for Mr. Reisenweber and he was widening the road. We then asked to see the plans and permits for the work he was doing. The reply was he did not have either one but we should not worry because he had a “good feel” for what he was doing. At this point we did what any reasonable person would do and asked him to clean up what he was doing and leave the property.

Mr. Reisenweber arrived later and we had a friendly conversation about how doing work on other's property without plans, permits and prior notice was not the way to handle this. We agreed that by working together we could resolve any issues that the fire department may have with the road.

In the minutes of the 01/19/2010 board meeting Ms. Collins states that she has a legal easement 18 ft. wide through our property. Both she and Mr. Reisenweber say that we have impeded the easement by installing berms and plants within the easement boundaries. What both fail to mention is that there are just as many sections of the road where the existing pavement goes past the easement boundaries in effect canceling each other out. If you read the legal easement she refers to it clearly states the property owners of the "dominant tenements" which includes both Ms. Collins and Mr. Reisenweber are totally responsible for maintaining the road. Controlling erosion and slope stability are very important factors in road maintenance especially on a mountain road such as this one. This responsibility has been totally ignored forcing us to take action to protect our property. During the rainy season of 2008 – 2009 we noted that almost all the water coming down the road toward our property would leave the road at the first turn up from Mountain Dr. and flow down the slope into our garage and around it. We first tried using sandbags along the road's west edge to control the water flow but the road users would run over them causing the bags to burst and become useless. Plants and a drip irrigation system were installed in the spring and early summer of 2009 to stabilize the slope along the west side of the road and to take advantage of the summer growing season. In late summer my wife contacted Ms. Collins to remind her of their responsibility to maintain the road and asked if they would do something about the road drainage problem as the coming rainy season was predicted to be an El Nino. When nothing happened by October it was clear we would have to make improvements at our expense. Our decision was to use asphalt berms to channel the water correctly down the hill to the storm drain on Mountain Dr. We instructed the contractor not to place the berms on the existing road surface but to add width to the road as needed for the berms. This resulted in an actual increase of usable road width in some spots. Most notably a section of the first turn up from Mountain Dr. was widened by almost a foot. The day the berms were completed was the day we had our first heavy rain of the 2009-2010-rain year. So one can now see that the installation of plants and berms was done only to protect our property after the easement holders did not comply with the Rights and Responsibilities section of the Easement Declaration.

After reviewing the minutes of the 01/26/2010 special board meeting it is apparent that it was a very anxiety-producing meeting for all. For my wife it was especially bad because at 7 AM that morning she received a call that her mother who lived in the Chicago area had just died. For anybody who doubts this just do a web search for Liane De Sitter and read the obituary. Try to place yourself in her shoes your mother has just died that morning and then three hours later you are in a meeting that brings up more emotions and stress. At that special board meeting my wife states that she is being asked to expand the existing 18 feet easement to 25 feet to allow for a road 18 feet wide. She says that she is open to this proposal if the easement is shifted to the uphill side and did not disturb the developed part of the property. We want to be very clear that this offer is

still available. We both wonder why there continues to be talk of eminent domain with its high cost that will ultimately be paid by the property owners in the form of new assessments added to their property tax bill when this much lower cost solution to the problem is on the table.

I will close with another quote from my wife's July 28th 2009 letter to Chief Wallace, "We also ask you to have compassion for our neighbors, who would otherwise not be able to rebuild if you require a 20 feet wide road. We have been told by state and county officials that you ultimately have the discretion to make this decision, and it can be made on a case-by-case basis.

Sincerely

Norman Krock

Jacqueline De Sitter