

Dear SLCWB Directors;

Below is my new application for a dock. Pier d'Nort informed me that they cannot make the T configuration and still have it removable for winter storage. They suggested a T using two 4' x 8's and a 4' x 4' on each side at the end to form a sort of T but that configuration is not acceptable since its footprint would be too large for the Lake. Therefore in consideration of the Board's desire to keep dock footprints at a minimum, I am requesting an L shape using two 4' x 8's as the ramp and one 4' x 4' on the west side, at the end of the ramp. This would be significantly smaller in overall size (8 feet facing the Lake) than the originally requested L using three 4' x 8' sections (12 feet facing the Lake). I sincerely hope you will find this alternative acceptable.

I realize the dock would be close to the extended east side lot line. If it were possible I would center the dock but heavy vegetation, two water courses, two trees, 3 stumps and a muddy bog occupy the shoreline and the only clear area allowing boat access to the water is at the end of my wood walkway. The attached photos will illustrate the problem.

Sierra Lakes County Water District Division XXX

Indemnity and Hold Harmless Agreement

This Indemnity and Hold Harmless Agreement (the "Agreement"), dated as of the July 1 day of 2020 is entered by and between Carole Raisbeck ("Indemnitor"), and the Sierra Lakes County Water District, a California Special District ("Indemnitee"). This Agreement is entered into with respect to and in consideration for the recitals set forth below and constitutes an agreement for indemnity and hold harmless between the parties.

RECITALS

- 1.1 On July 1, 2020 Indemnitor requested a permit from Indemnitee for the construction and or use of a pier/dock located at Lake Serena or Dulzura, the underlying property being owned by the Indemnitee. A true and correct copy of that application is attached hereto as Exhibit A and incorporated by reference herein as if fully set forth.
- 1.2 In consideration of being permitted to enter and use the Indemnitee's property for the purpose of constructing, maintaining and using a pier or dock in any way, the undersigned hereby agrees to the following:

INDEMNITY

- 2.1 The Indemnitor hereby releases, waives, discharges and covenants not to sue Indemnitee, its directors, officers, employees, or authorized volunteers for all liability for any loss or damage, and any claim or demands therefor on account of injury to any person or property or resulting death, related to the Indemnitor's use of the property for the construction, maintenance and use of a pier/dock.
- 2.2 The Indemnitor hereby agrees to indemnify, defend and hold harmless the Indemnitee and each of them from any loss, liability, damage or cost they may incur due to the presence of the Indemnitor or general public in, upon or about the property or in any way using the pier/dock. The Indemnitee shall have the right to accept or reject any legal representation that Indemnitor proposes to defend the indemnified parties.
- 2.3 The Indemnitor hereby assumes full responsibility for any risk of bodily injury, death or property damage they may incur due to the presence of the Indemnitor or general public upon or about the property or in any way using the pier/dock.
- 2.4 The Indemnitor shall provide proof of liability insurance in the form of a certificate delivered to the Indemnitee. Certificates and insurance policies shall include an endorsement stating that the Indemnitee and its Board, agents, representatives, employees, consultants, and volunteers are named as additional insured. The Indemnitee retains the right to review said liability insurance policy with respect to the terms of coverage.

GENERAL PROVISIONS

- 3.1 This Agreement contains the entire agreement between the parties relating to the indemnity of Indemnitee by Indemnitor and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged herein.

Ordinance 18.01

Division XXX, Piers & Docks

Indemnification & Hold Harmless Page 1 of 2 February 9, 2018

Sierra Lakes County Water District Division XXX Indemnity and Hold Harmless Agreement

3.2 No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

3.3 All of the terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective legal representatives, successors and assigns. This agreement shall be recorded in the official records of Placer County.

3.4 This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any action shall be the Placer County Superior Court. The Indemnitor further expressly agrees that the foregoing Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

3.5 Each individual executing this Agreement represents, warrants, and covenants that he or she is authorized to execute this agreement on behalf of himself or herself. The undersigned has read and voluntarily signs this Agreement, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

3.6 This Agreement may be signed in counterparts.

This agreement is to set forth the terms and conditions concerning the required indemnification.

ersion
VA Adopted

Dated: July 1, 2020

Dated: _____

Indemnitor: Carole Raisbeck

By: Carole Raisbeck Its: self

Sierra Lakes County Water District, Indemnitee: By: _____

Its: Board President

Ordinance 18.01

Division XXX, Piers & Docks Indemnification & Hold Harmless

Page 2 of 2 February 9, 2018

Sierra Lakes County Water District Attachment "A" Division XXX Piers and Docks on District Property

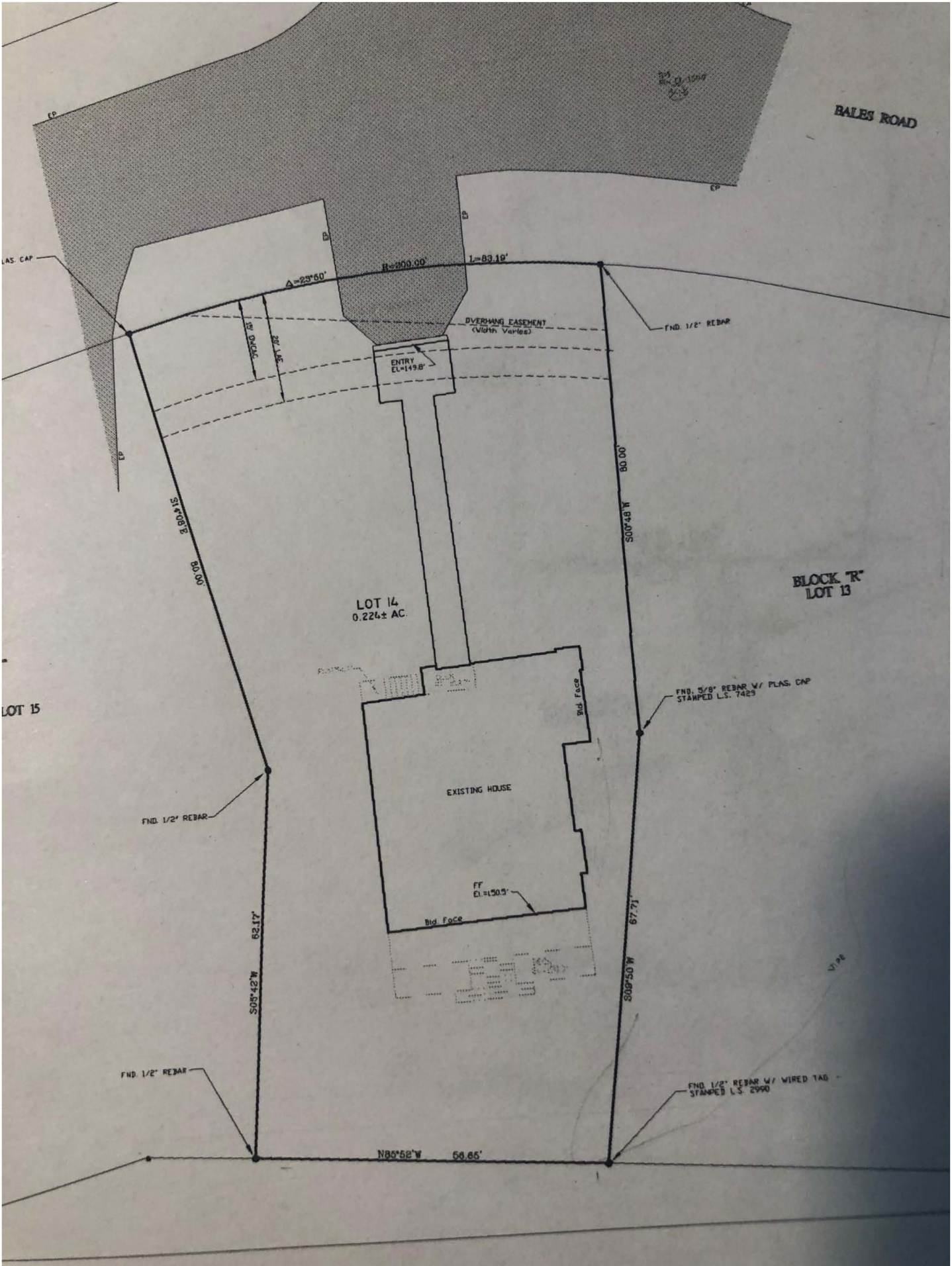
1. All piers and docks located on or over District property (i.e. the Lake Parcel) shall be annually permitted by the District. An annual fee, as the Board determines is reasonable and appropriate to cover the costs incurred by the District, shall be charged to all pier and dock owners.
2. The owners of all piers and docks shall indemnify and hold the District harmless from any third party suit or claim arising out of the construction, maintenance or use of the structure located partially or fully on District property. An Indemnification and Hold Harmless Agreement between the Owner and District shall be executed prior to issuance of the annual permit. The Owner shall provide proof of liability insurance naming the District, its Board, agents, representatives, employees, consultants, and volunteers as additional insured.

Raisbeck shots

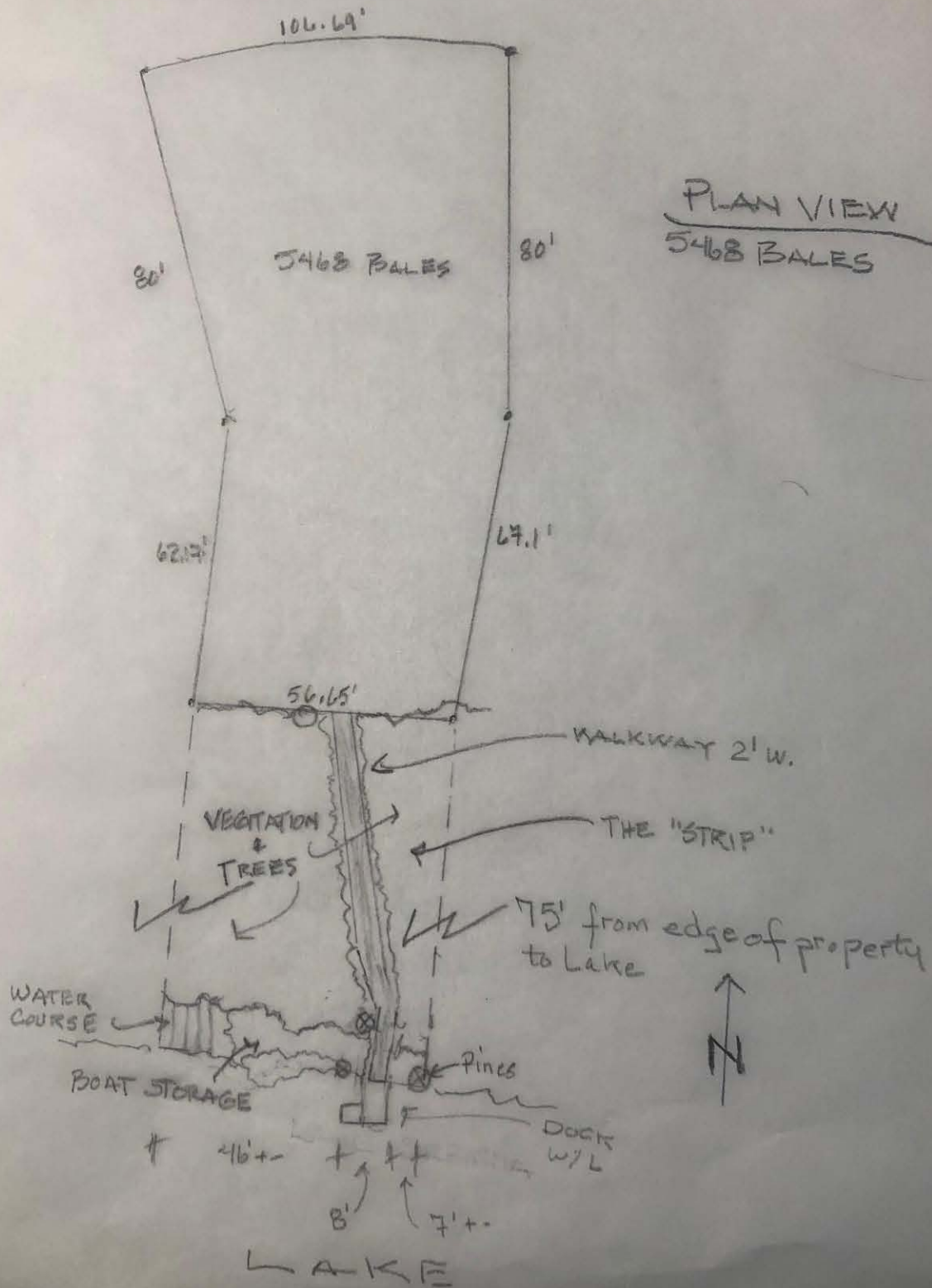


5468 Bales Rd.
Carole Raisbeck

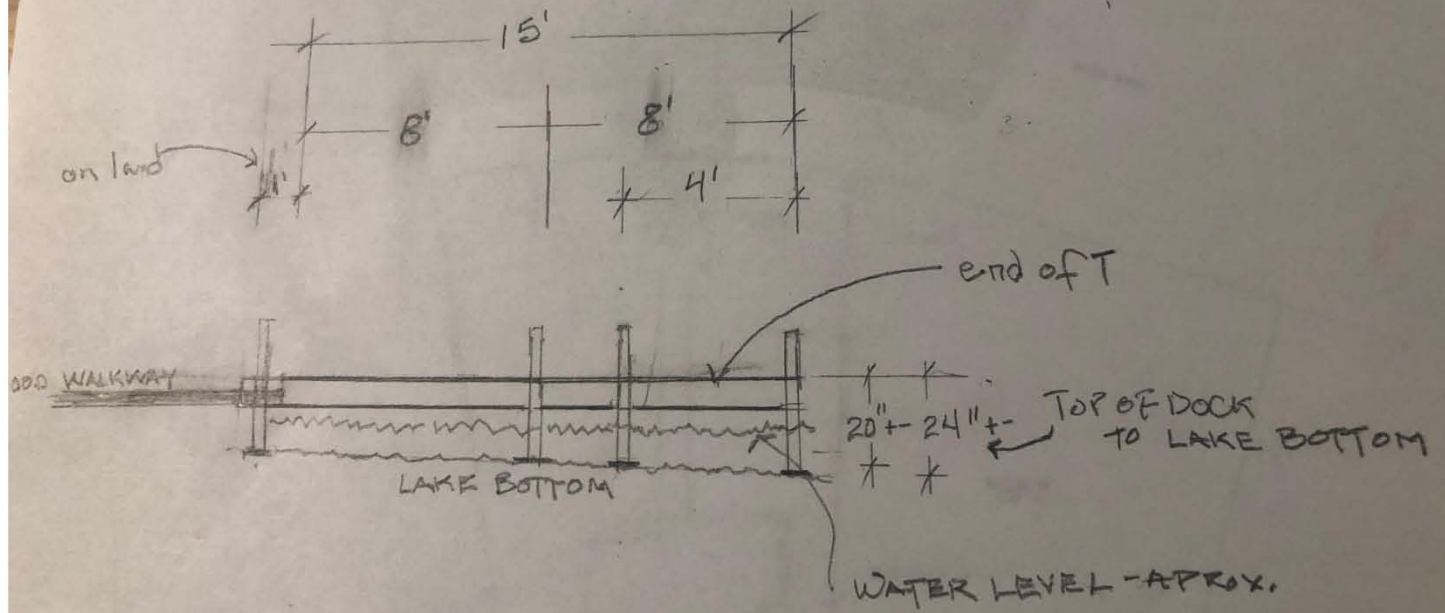
Note: Proposed deck
egress is about
5'-inches
from extended
lot line



BALES ROAD



5468 BALES ROAD - DOCK ELEVATION















L-SHAPED PIER

