

IDEMNIFICATION AGREEMENT FOR
RECLAMATION DISTRICT NO. 800
POLICY FOR SLOPE MAINTENANCE WITHIN DEVELOPED AREAS

THIS AGREEMENT (“Agreement”) is made this _____ day of _____, 20 ____,
by and between Reclamation District No. 800 (“District”) and _____

_____ (“Owner”) owner (s) of that certain real property commonly known as Lot ____, Tract _____,
_____ (“Property”).

(Street Address)

1. Recitals. It is the policy of the District that where access to the slope for placement of quarry stone rock riprap by conventional waterborne equipment is obstructed, but the owner provides adequate access so as to allow the District to place a stockpile of quarry stone rock riprap and the owner agrees to the satisfaction of the District to hand-place the stockpiled quarry stone rock in areas in need, the District may authorize the provision and delivery of such a stockpile of quarry stone rock riprap at District expense.

NOW, THEREFORE, OWNER AND DISTRICT AGREE AS FOLLOWS:

2. License. Owner grants to District a temporary license to enter and deliver a stockpile of quarry stone rock riprap (“stockpile”) upon or adjacent to the Property and to perform all incidental acts necessary thereto.

3. Delivery of Stockpile. District shall deliver the Stockpile at a location on or adjacent to the Property as directed by Owner, provided that such location is reasonably accessible to equipment delivering the Stockpile. If the delivery point is not on the Property, Owner shall obtain all necessary approvals for District’s placement of the Stockpile at that location, whether from private property owner or governmental entities, and shall provide copies thereof to District. If placed on private property, that private property owner shall also provide, by signature on this form, the indemnification provided in Paragraph 7. Owner shall provide adequate access for the delivery of the Stockpile and shall remove or take measures to protect from damage any landscaping, structures, fences, driveways, sidewalks, gutters, pavement or other improvements. District shall attempt to use reasonable efforts to minimize damage to the Property, adjacent property or improvements thereon when delivering the Stockpile.

4. Warnings. If necessary, Owner shall obtain, install, and maintain traffic markers or signals, including, but not limited to, flashing lights visible at night, warning motorists, pedestrians, bicyclists and others of the Stockpile.

5. Hand-Placement of Riprap. Owner agrees to hand-place the quarry stone rock riprap in areas of need along waterside slope of the property. The District shall inspect Owner’s placement of the quarry stone rock riprap. Owner shall perform any modification in the placement of the quarry stone rock riprap as directed by the District.

6. Duty to Restore. Owner agrees that District has no duty or obligation to restore the Property or adjacent property to the condition it was in on the date and at the time of this Agreement or prior to District’s delivery of the Stockpile on or adjacent to the Property. Owner shall be solely

responsible for the repair or replacement of any landscaping, structures, fences, driveways, sidewalks, gutters, pavement or other improvements damaged by or removed for the District's delivery of the Stockpile. Owner shall be responsible for removal of any unused quarry stone rock riprap within thirty (30) days of delivery.

7. Indemnification. Owner will indemnify and hold harmless the District against all claims, demands and liability for damages for death or bodily injury to persons and for damage to or destruction of property arising out of or connected with the delivery of the Stockpile or the placement of quarry stone rock riprap. However, this indemnity will not extend to any loss, damage, or expense arising out of the sole negligence or wilful misconduct of the District or the District's agents, servants of independent contractors. This limitation applies to all actions of any character, whether at law or in equity, and whether sounding in contract, tort, or otherwise.

8. Entire Agreement. This Agreement constitutes the entire Agreement between District and Owner. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by both District and Owner.

9. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney's fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

10. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of District and Owner.

Executed at _____, California on the date above written.

"District"
RECLAMATION DISTRICT NO. 800

By _____

Its _____

"OWNER"

"ADJACENT PROPERTY OWNER"
