

P.O. Box 548, Sonora, California 95370



*any
Please call me
regarding this agreement.
Del
586-4065*

ATTACHMENT A
HOLD HARMLESS AGREEMENT

Parking bumpers, speed bumps and speed undulations are intended for the protection of people and property against moving motor vehicles. However, the parking bumpers/speed bumps/undulations themselves constitute a hazard to motorists, cyclists, rollerskaters, skateboarders, or pedestrians who may sustain bodily injury or property damage as the result of an encounter with one of these devices.

Due to the potential hazard posed by parking bumpers and speed bumps, George Reed, Inc. will install these devices only when the following Conditions are met:

- 1) Owner specifically designates the location, size and number of such devices; and
- 2) Owner acknowledges the potential hazard posed by the devices and agrees to assume full responsibility for any claims of personal injury or property damage sustained due to the presence of the devices, and to hold George Reed Inc. harmless against any such claims.

Owner (or its authorized agent) signs below, indicating acceptance of Conditions 1 and 2 above.

ODD FELLOWS PARK PAVING PROJECT
Name of Project

OWNER (Print or Type)

ODD FELLOWS PARK

By _____
Signature of Owner/Authorized Representative

Date

LAWRENCE A. HAUN

ATTORNEY AT LAW
270 S. BARRETTA STREET
POST OFFICE BOX 1056
SONORA, CALIFORNIA 95370

TELEPHONE 209-532-1958

TELECOPIER 209-532-1963
E-MAIL lahaun@mlode.com

October 4, 2000

CONFIDENTIAL
SUBJECT TO ATTORNEY CLIENT/WORK PRODUCT PRIVILEGE

BY FAX ONLY TO 586-4065
Debra H. Wallis (Odd Fellows)
Odd Fellows Sierra Homeowners Assn.
Post Office Box 279
Mi Wuk Village, CA 95346

Re: Odd Fellows: General Business
George Reed, Inc.
Speed Bump Contract Addendum

Dear Del:

This follows up our conversation earlier this evening about the "Hold Harmless Agreement" that George Reed, Inc. wants the association to sign in connection with a contract for construction of speed dips or "undulations."

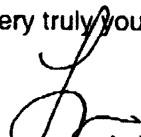
I searched California case, statutory and regulatory law for anything having to do with speed bumps. The only thing I found was a reference in Vehicle Code section 440 excluding speed bumps, speed "humps" and other roadway design features from the definition of "official traffic control devices." I interpret this section to mean that local governments are free to adopt their own standards for these types of devices and do not have to comply with uniform state specifications.

I could find no California case that imposed liability on a local government or a private property owner for installation of speed bumps or similar devices. Naturally, general negligence principles will apply. It is important that there be adequate and well maintained signs and pavement markings warning of the bumps to minimize liability for negligence.

I am enclosing a revised version of George Reed's attachment that eliminates the objectionable and unnecessary language about supposed speed bump hazards. Reed should find this revised language to be more than sufficient to transfer any liability for construction of the devices from itself to the association.

Please call if you have questions. My temporary direct line is 532-0155. This number will remain in effect until October 16, 2000, at which time I will be back up to full staff.

Very truly yours,


Lawrence A. Haun

LAH:lh:1004002043/0000/097/03
Enclosure

**ATTACHMENT A
 TO CONSTRUCTION CONTRACT BETWEEN
 GEORGE REED, INC. AND ODD FELLOWS SIERRA RECREATION ASSOCIATION
 Indemnification for Construction of Roadway Speed Devices**

George Reed, Inc. (Contractor) and Odd Fellows Sierra Recreation Association (Owner) agree as follows.

1. The Construction Contract that incorporates this Attachment A involves construction of roadway speed control devices such as parking bumpers, speed bumps and speed dips or undulations (Roadway Speed Devices) on Owner's privately owned roads described in the body of the Construction Contract.

2. Owner has sole responsibility for specification of the design, location, size and number of Roadway Speed Devices to be constructed. Owner's specifications for the Roadway Speed Devices must include construction or installation of adequate warning signs and pavement markings for the devices.

3. Owner will indemnify and hold Contractor harmless from all claims or liabilities arising from or related to its construction of the Roadway Speed Devices as soon as Owner accepts the devices as being in substantial compliance with Owner's specifications.

GEORGE REED, INC.

**ODD FELLOWS SIERRA
 RECREATION ASSOCIATION**

Date: _____

Date: Oct 4, 2000

By: _____

By: [Signature]

OWNER'S ACCEPTANCE

Owner acknowledges that Contractor has completed construction of the Roadway Speed Devices and that the devices are in substantial compliance with Owner's specifications.

**ODD FELLOWS SIERRA
 RECREATION ASSOCIATION**

Date: _____

By: _____