



**COUNTY OF LAKE**  
**Community Development Department**  
**PLANNING DIVISION**  
 Courthouse - 255 N. Forbes Street  
 Lakeport, California 95450  
 Phone (707) 263-2221 FAX (707) 263-2225

JUL 29 2022

LAKE COUNTY COMMUNITY  
 DEVELOPMENT DEPT

**Planning Division Application**

(Please type or print)

*Lakeshore Associates, Inc.*  
*Administrative Encroachment Permit 2022-25*

Project name: \_\_\_\_\_

Assessors Parcel #: 026 - 091 - 05**INITIAL FEES:**

AA22-01

\$2058.00

**Sub Total:**

\$2058.00

Technology recovery 2% Cost

\$41.16

General Plan Maintenance

\$61.00

Fee

**Total:**

\$2,160.16

Zoning: \_\_\_\_\_

General Plan: \_\_\_\_\_

Receipt #: \_\_\_\_\_

Initial: \_\_\_\_\_

**APPLICANT:**NAME: Lakeshore Associates, Inc.MAILING ADDRESS: 11360 North Dr.CITY: Clearlake Park, CA 95424STATE: CA ZIP: 95424

PRIMARY PHONE: ( ) \_\_\_\_\_

SECONDARY PHONE: ( ) \_\_\_\_\_

EMAIL: \_\_\_\_\_

**PROPERTY OWNER (IF NOT APPLICANT):**NAME: Dick Schieder, TrusteeMAILING ADDRESS: 11380 North DriveCITY: Clearlake ParkSTATE: CA ZIP: 95424

PRIMARY PHONE: ( ) \_\_\_\_\_

SECONDARY PHONE: ( ) 510-377-1827EMAIL: Dickschieder@sbcglobal.net**PROJECT LOCATION**

ADDRESS: \_\_\_\_\_

PRESENT USE OF LAND: \_\_\_\_\_

**DESCRIPTION OF PROJECT:**

*unlawful and non-consensual  
 expansion and enlargement  
 of historical dock restricted  
 per contract and equitable  
 servitudes*

**SURROUNDING LAND USES:**

North: \_\_\_\_\_

South: \_\_\_\_\_

East: residential

West: \_\_\_\_\_

**PARCEL SIZE(S):**

Existing: \_\_\_\_\_

Proposed: \_\_\_\_\_

Existing/Proposed Water Supply: \_\_\_\_\_

Existing/Proposed Sewage Disposal: \_\_\_\_\_

Fire Protection District: \_\_\_\_\_

School District: \_\_\_\_\_

### At-Cost Project Reimbursement

I, Dick Schieder Trustee, the undersigned, hereby authorize the County of Lake to process the above referenced permit request in accordance with the County of Lake Code. I am paying an initial fee of \$ \_\_\_\_\_ as an estimated cost for County staff review, coordination and processing costs related to my permit (Resolution No. 2017-19, February 7, 2017). **In making this initial fee, I acknowledge and understand that the initial fee may only cover a portion of the total processing costs. Actual costs for staff time are based on hourly rates adopted by the Board of Supervisors in the most current County fee schedule. I also understand and agree that I am responsible for paying these costs even if the application is withdrawn or not approved.**

I understand and agree to the following terms and conditions of this Reimbursement Agreement:

1. Time spent by County of Lake staff in processing my application and any direct costs will be billed against the available initial fee. **"Staff time" includes, but is not limited to, time spent reviewing application materials, site visits, responding by phone or correspondence to inquiries from the applicant, the applicant's representatives, neighbors and/or interested parties, attendance and participation at meetings and public hearings, preparation of staff reports and other correspondence, processing of any appeals, responding to public records act requests or responding to any legal challenges related to the application. "Staff" includes any employee of the Community Development Department.**
2. If processing costs exceed the available initial fee, I will receive invoices payable within 30 days of billing.
3. As the owner of the project location, I have the authority to authorize and I hereby do authorize the County of Lake or authorized representative(s) to make inspections at any reasonable time as deemed necessary for the purpose of review and processing this application.
4. If I fail to pay any invoices within 30 days, the County will stop processing my permit application. All invoices must be paid in full prior to issuance of the applied for permit.
5. If the County determines that any study submitted by the applicant requires a County-contracted consultant peer review, I will pay the actual cost of the consultant review. This cost may vary depending on the complexity of the analysis. Selection of any consultant for a peer review shall be at the sole discretion of the Community Development Director or his designee.

6. I agree to pay the actual cost of any public notices for the project as required by State Law and the Lake County Zoning Ordinance.

7. I may, in writing, request a further breakdown or itemization of invoices, but such a request does not alter my obligation to pay any invoices in accordance with the terms of this agreement.

8. I agree to pay all costs related to permit condition compliance as specified in any conditions of approval for my permit/entitlement including compliance monitoring.

9. I agree not to alter the physical condition of the property during the processing of this application by removing trees, demolishing structures, altering streams, and/or grading or filling. I understand that such alteration of the property may result in the imposition of criminal, civil or administrative fines or penalties, or delay or denial of the project.

10. Applicant shall defend, indemnify and hold harmless the County and its agents, including consultants, officers and employees from any claim, action or proceeding against the County or its agents, including consultants, officers or employees to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or expert witness costs that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, including any claim for private attorney general fees claimed by or awarded to any party against the County, and shall also include the County's costs incurred in preparing the administrative record which are not paid by the petitioner. The County shall promptly notify the applicant of any claim, action or proceeding. Notwithstanding the foregoing, the County shall control the defense of any such claim, action or proceeding unless the settlement is approved by the applicant and that the applicant may act in its own stead as the real party in interest in any such claim, action or proceeding.

11. I have checked the current Hazardous Waste and Substances Sites List pursuant to Government Code Section 65962.5(f). [www.envirostor.dtsc.ca.gov/public/](http://www.envirostor.dtsc.ca.gov/public/) The proposed project site is ☐ or is not ☐ included on the most recent list.

12. I understand that pursuant to State Fish and Games Code Section 711.4, a filing fee is required for all projects processed with a Negative Declaration or Environmental Impact Report unless it has been determined by the California Department of Fish (CDFW) that the project will have no effect on fish and wildlife. The fees are collected by the County Community Development Department, Planning and Environmental review Division (PER) for payment to the State. I understand that I will be notified of the fee amount upon release of the environmental document for the project.



13. I hereby agree that any drainage studies and/or drainage models that are provided to the County as part of the technical studies for this entitlement process will be provided with a license or other satisfactory release allowing the County to duplicate, distribute, and/or publish the studies and models to the general public without restriction. I understand that failure to provide such license or release to the satisfaction of the County may result in comment that the study and or model is inadequate to support the entitlement request.

The signature(s) below signifies legal authority and consent to file an application in accordance with the information above. The signature also signifies that the submitted information and accompanying documents are true and accurate, and that the items initialed above have been read and agreed to.

Note: This agreement does not include other agency review fees or the County Clerk Environmental Document filing fees.

**APPLICATIONS WILL NOT BE ACCEPTED WITHOUT SIGNATURE(S) OF LEGAL PROPERTY OWNERSHIP**  
**OR OFFICIAL AGENT/AUTHORITY TO FILE (circle one)**

Ownership

Contract to Purchase\*

Letter of Authorization\*

Power of Attorney\*

\*Must Attach Evidence

Name of Property Owner or Corporate Principal Responsible or Appointed Designee for Payment of all At-Cost Project Reimbursement Fees:

Lakeshore Associates, Inc. ("Applicant")  
(Please Print)

Name of Company or Corporation (if applicable):

(Please Print)

Mailing Address of the Property Owner or Corporation/Company responsible for paying processing fees:  
(If a Corporation, please attach a list of the names and titles of Corporate officers authorized to act on behalf of the Corporation)

Name:\*

Date: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Richard B. Schleder 7/29/22  
Signature of Owners/Agent\* Name

Richard B. Schleder  
Date 7/29/22

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date



**COUNTY OF LAKE**  
COMMUNITY DEVELOPMENT DEPARTMENT  
Planning Division  
Courthouse - 255 N. Forbes Street  
Lakeport, California 95453  
Telephone 707/263-2221 FAX 707/263-2225

RECEIVED

JUL 29 2022

LAKE COUNTY COMMUNITY  
DEVELOPMENT DEPT.

**APPEAL TO PLANNING COMMISSION**

Date: July 29, 2022

Project Name (if applicable): Lakeshore Associates, Inc. Administrative  
Encroachment Permit 2022-25

Appellant's Name: Richard B Schieder, Trustee

Appellant's Mailing Address: 6648 Amber Lane, Pleasanton, CA 94566

Phone #: \_\_\_\_\_

Appellant's Representative Andre M Ross [CSBN 176126]

9955 Main Street  
Yo Ewing & Associates Lakeport, CA 95453 Phone #: (707) 263-6400

Location of Project: 11360 North Dr. Clearlake Park, CA 95424

Lot 42 of Lakeshore Park, County of Lake [APN 036-091-05]

Assessor's Parcel Number: Schieder Trust APN No 036-091-06.

Previous Action Taken: after the fact approval of Administrative

Encroachment Permit 2022-25 Date: \_\_\_\_\_

Reason for Appeal: (Attach extra sheets if necessary)

Applicant's existing wooden pier has been, since 1956 [See Exh. "C"]  
subject to both contractual duties and equitable duties  
subject to a recorded document creating an enforceable  
equitable servitude. Recently, Applicant has breached its  
contractual duties, legal duties and other state and  
local laws and obligations. The various improvements which  
are the subject of this application encroach unlawfully onto  
Appellants' real property and lakebed areas as  
well. See Exhs. A, B, C and D attached.

Richard B Schieder 7/29/22  
Signature of Appellant/s

**FOR OFFICE USE ONLY**

Appeal Number: \_\_\_\_\_

Related File#: \_\_\_\_\_

Fee: \_\_\_\_\_

Receipt #: \_\_\_\_\_

Date Received: \_\_\_\_\_

Received By: \_\_\_\_\_



**COUNTY OF LAKE**  
**WATER RESOURCES DEPARTMENT**

255 N. Forbes Street  
Lakeport, California 95453  
Telephone (707) 263-2344  
Fax (707) 263-1965

**Scott De Leon**  
Director

**Marina Deligiannis**  
Deputy Director

July 19, 2022

Richard and Lana Schieder  
6648 Amber Lane  
Pleasanton, CA 94566

RE: Administrative Encroachment Permit

Lakebed Management has approved an after-the-fact Administrative Encroachment Permit No. 2022-25 for Lakeshore Associates Inc, c/o Peggy Griffin, Treasurer located at 11360 North Dr, Clearlake Park, CA 95424, further described as APN 036-091-05, and the construction of the following improvements into Clear Lake:

After-the-fact permit to resolve lakebed violation V2022-11. Bolster existing pilings with steel reinforced footings.

The permitted structure complies with the requirements of Chapter 23, Shoreline Ordinance, of the Lake County Code.

The ordinance provides for appeals to the Planning Commission in Section 4.10 (B):

1. An appeal may be filed in writing within fourteen (14) calendar days of the action or determination.
2. The appeal must be filed with the Secretary of the Planning Commission.
3. Payment of the appropriate fee shall accompany the appeal.

The secretary of the Planning Commission shall set a hearing for said appeal and mail to the appellant written notice of the time, date and place of said hearing at least fourteen (14) calendar days prior to said hearing. The Planning Commission may affirm, reverse, or modify the determination of Lakebed Management.

If you would like a copy of the site map showing the approved construction or have any questions or comments regarding this action or determination, please contact me at [scott.webb@lakecountyca.gov](mailto:scott.webb@lakecountyca.gov) or (707) 263-2344, or the Secretary of the Planning Commission at (707) 263-2221.

Sincerely,

Scott Webb  
Water Resources Technician

Exhibit "A"

Page 1 of 1



## LAKE COUNTY

RECORDING REQUESTED BY  
ORDER # Sheila Camenisch

APN 36-091-06-00

WHEN RECORDED MAIL TO

Name Sheila Camenisch  
Street Attorney at Law  
Address 3 Alatrinda Road, Suite 301  
City & State Orinda, CA 94563

RECORDED AT REQUEST OF

Atty

JUN 29 1 10 PM 1990

LAKE COUNTY RECORDER  
GENE H. HIGGINS  
COUNTY RECORDER

B	3
M	1
GC	1
LN	
CO	✓

013901

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## Quitclaim Deed

The undersigned grantor(s) declare(s): Conveyance transfers grantors' interest into their revocable trust.

Documentary transfer tax is \$.00

( ) computed on full value of property conveyed, or

( ) computed on full value less value of liens and encumbrances remaining at time of sale.

(X) Unincorporated area: ( ) City of

(X) Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Richard B. Schieder and Lana M. Schieder

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to

Richard B. Schieder and Lana M. Schieder, Trustees of The Schieder Family Living Trust dated 4/16/90.

that property in Lake  
as:

County, State of California, described

Lot 41 as shown on that certain map entitled "Lakeshore Park", filed in the office of the County Recorder of said Lake County on August 6, 1945, in Book 6 of Town Maps at Pages 22 to 27, inclusive.

NO CHANGE

Mail tax statements to

Date 4/16/90

STATE OF CALIFORNIA  
COUNTY OF Contra Costa } ss.

On April 16, 1990 before me, the undersigned,  
a Notary Public in and for said State, personally appeared,  
Richard B. Schieder

Lana M. Schieder

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same. Witness my hand and official seal.

Signature Sheila Camenisch  
Name (Typed or Printed)

Richard B. Schieder  
Richard B. Schieder

Lana M. Schieder  
Lana M. Schieder



Exhibit

B"

BOOK 1530 PAGE 525

AGREEMENT

Agreement, made this 17<sup>th</sup> day of June, 1956, at Redwood  
City, California, by and between LAKESHORE ASSOCIATES, INC.,  
a California corporation, hereinafter called "First Party" and  
L. R. COMER and Ida C. COMER, his wife, hereinafter called  
"Second Parties";

WITNESSETH:

WHEREAS First and Second Parties are the owners of adjoining  
parcels of real property, known as Lots 42 and 41, respectively,  
of Lakeshore Park, County of Lake, State of California;

AND, WHEREAS Second Parties have heretofore and without  
the permission of First Party constructed a boathouse upon the land  
of First Party and a pier, projecting at an angle across the extension  
of the mutual boundary line of the parties hereto;

AND, WHEREAS the parties hereto desire to reach an  
amicable adjustment of the problems created by the aforesaid construction;

NOW, THEREFORE, in consideration of the premises and of  
the mutual covenants herein contained, and for other valuable consideration,  
it is hereby mutually agreed as follows:

1. That as soon as is conveniently possible, Second  
Parties will remove the said boathouse and attached pier from the land of First Party,  
at the sole expense and responsibility of Second Parties, leaving  
in place, however, the concrete slab foundation of said boathouse,  
the rock retaining wall and the existing pier in as undamaged a  
condition as is reasonably consistent with the operation of moving  
said boathouse.

2. Said boathouse will be removed to some part of Second  
Parties' land of their own choosing and Second Parties will, at  
their sole expense and responsibility, drive steel pilings as Second  
Parties deem necessary for the construction of a new pier of the

ATTORNEYS AND COUNSELORS AT LAW  
617 HAMILTON STREET  
POST OFFICE BOX 1065  
REDWOOD CITY, CALIFORNIA  
TELEPHONE EMERSON 8-2148

Exhibit

Page

1 of 5



ATTORNEYS AND COUNSELORS AT LAW  
617 HAMILTON STREET  
POST OFFICE BOX 1088  
REDWOOD CITY, CALIFORNIA  
TELEPHONE EMERSON 8-2148

*Ret*

1 same general size and construction as the existing pier. Con-  
2 currently with the driving of said pilings, Second Parties shall  
3 furnish and drive two pilings, at the sole expense of Second  
4 Parties, at such place along the boundary of First Party's land as  
5 First Party shall designate.

6 3. Second Parties, at their sole expense and responsibility  
7 shall furnish the materials for said new pier; First Party at its  
8 sole expense, shall furnish the labor necessary to build said new  
9 pier; said new pier shall be constructed in a workmanlike manner,  
10 but Second Parties agree that such construction may be performed by  
11 the members of Lakeshore Associates, Inc., the said First Party.

12 4. First Party shall buy said old pier, foundation and  
13 rock retaining wall at a price which shall be determined as follows:  
14 The reasonable cost of materials used in said new pier (excluding  
15 all costs of relocating said boathouse), plus the reasonable cost of  
16 the two pilings to be furnished First Party, plus the reasonable  
17 cost of driving the pilings herein provided for. The purchase price,  
18 as aforesaid, shall be payable on or before the expiration of ~~18~~  
19 <sup>(18)</sup> ~~(18)~~ months after the final completion of the construction herein  
20 provided for.

21 5. Second Parties covenant, warrant and agree that they  
22 will make no objection, whether in a Court of law, before any public  
23 body, or official or otherwise, to the use by First Party of that  
24 lake area reasonably necessitated by the location and existence of  
25 said old pier; further, that the covenants, warranties, and agree-  
26 ments of this paragraph shall be construed to give First Party the  
27 right to repair said pier and to rebuild the same if it should be  
28 partially or wholly destroyed; but in the event both said pier and  
29 the boathouse First Party contemplates building contiguous thereto  
30 should be wholly destroyed, then, and in such last mentioned event,  
31 the said covenants, warranties, and agreements of this paragraph  
32 shall terminate.

Exhibit

Page of this 2 of 5

6. The terms, covenants, conditions, warranties, and agreements herein contained shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year and place first above written.

LAKE SHORE ASSOCIATES, INC.

By Fred R. Turner  
Its President

By Ruth L. Turner  
Its Secretary

First Party

L R Comer  
Ida C. Comer

Second Parties

STATE OF CALIFORNIA }  
COUNTY OF San Mateo } ss.

On June 17, 1956, before me Robert Blatt Jr.  
personally appeared Fred R. Turner and Ruth L. Turner  
known to me to be the president and the secretary, respectively,  
of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

Robert Blatt Jr.  
Notary Public in and for said  
County and State

STATE OF CALIFORNIA }  
COUNTY OF San Mateo } ss.

Exhibit C  
On June 17, 1956, before me Robert Blatt Jr.  
L R Comer and Ida C. Comer



1 known to me to be the persons whose names are subscribed to the  
2 within instrument, and acknowledged to me that they executed the  
3 same.

4  
5 David B. Smith  
6 Notary Public in and for  
7 said County and State

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FOR INFORMATION OF THE  
NOTARY PUBLIC, NOT 1000  
WILSON CITY, CALIFORNIA  
TELEPHONE 240-0141

Exhibit

C

Page

4 of 5



SURVEY OF LOTS 41 & 42  
LAKE SHORE PARK  
LAKE COUNTY, CALIF.

Subscribed and sworn to before me this 1st day of June 1881.

1347 10 1056

J. R. O'Connor

5000 14 = 50



Exhibit

9

Page

5 of 5



June 13, 2022

JOB: Scott Webb

Water resources lake county

My property, lot 41

Parcel 091-06-00

My issue is with my neighbors pier which was constructed many years ago , crosses my property,  
With the agreement of the previous owners. We have had concerns with the piers modifications  
And so far our neighbors have ignored these concerns.

- 1) The original pier had wood pilings and they were replaced with cement with large footings  
I had raised my concerns to the neighbors and they didn't do anything
- 2) The pier has been enlarged without my permission
- 3) The footings for the cement pilings are being enlarged creating a barrier to the lakes water current
- 4) This property has two piers with floats one of which has a wood and rock bulk head.
- 5) The pier crossing my property creates an access issue since it narrows my ability to launch boats  
and sail boats from shore
- 6) I do not believe either of these piers have permits original, or for the modifications including  
The addition of cement pilings and footings, and I haven't agreed to any of these modifications  
And have informed our neighbors  
I have also sent pictures of the piers and their new footings

My contact information is Dick schieder @sbcglobal.net or 510-377-1827

Thanks for listening

dick



Exhibit

D

Page

1 of 1

**COUNTY OF LAKE**

Community Development Department  
255 N. Forbes St.  
Lakeport, CA 95453  
(707) 263-2382

Receipt No.: **64185**Receipt Date: **07/29/2022****RECEIPT****RECORD & PAYER INFORMATION**

Record ID: AA22-01  
Record Type: Planning Entitlement  
Property Address: 11360 NORTH DR, CLEARLAKE PARK 95424  
Parcel Number: 036-091-05  
Description of Work: Planning Appeal  
Job Value: \$0.00  
Payer: Richard Schieder  
Applicant: Dick Schieder  
CA  
Owner: LAKESHORE ASSOCIATES INC

**PAYMENT DETAIL**

Date	Payment Method	Reference	Cashier	Comments	Amount
07/29/2022	Check	4570	COUNTER		\$2,160.16

**FEE DETAIL**

Fee Description	Account	Fee Amount	Current Paid
Admin Appeal to Shoreline Ordinance: Planning \$2000	001-2702-461.66-10	\$2,000.00	\$2,000.00
Admin Appeal to Shoreline Ordinance: Water Res's \$58	200-8109-461.66-10	\$58.00	\$58.00
Gen Plan Maint'c Fee	001-2702-461.66-21	\$61.00	\$61.00
Techn Recov Fee	109-2602-422.21-20	\$41.16	\$41.16
		<u>\$2,160.16</u>	<u>\$2,160.16</u>