

SITE PERMIT APPLICATION AND LEASE AGREEMENT

River sites

Whereas I, _____, hereafter referred to as "Applicant", desires to use certain property which is owned by the Laurel Lake and Beach Club Property Owners Association, hereinafter referred to as "LLPOA"; and,

Whereas the LLPOA is willing to grant permission to the Applicant to use certain portions of its property, but only in accordance with and subject to the terms and conditions set forth in the following lease agreement:

NOW LET IT BE AGREED by and between the LLPOA and the Applicant that:

1. For a term of one year commencing on May 1, 2021, which will end and terminate completely on April 30, 2022. Applicant shall be permitted to use those portions of the LLPOA's property which are located adjacent to the Maurice River so designated by the LLPOA. Additionally, the Applicant shall be permitted to use the mapped streets which belong to the LLPOA for ingress and egress during the term of this permit and lease agreement. All rights of the Applicant hereunder shall cease and terminate at the conclusion of the term of this site permit and lease unless renewed in writing in a new site permit and lease for a subsequent term.

2. This site permit and lease grants no rights whatsoever to construct, install, maintain or alter any LLPOA property or structures on LLPOA property, including roads, roadways or rights-of-way. Applicant agrees that any such structures or alterations, whether approved or unapproved by the LLPOA, or constructed without the knowledge of the LLPOA, will be removed, at the applicant's expense, within 30 days of receiving a written request from the LLPOA, or within 30 days of termination of this agreement unless renewed in writing in a new site permit and lease for a subsequent term, or within 30 days of termination of Membership. This permit and lease grants no rights whatsoever to construct, install, maintain or alter any encroachment in or upon the wetlands which are located on or adjacent to the LLPOA property.

It is the lessee's responsibility, before making any modifications to the pier site to apply for an Applicability/Jurisdictional Determination from the Division of Land Use Regulation so that the lessee is provided with clear information on what permits may be required for the modifications they would like to make. Lessee may not alter the existing conditions of a pier site in any manner whatsoever without the written approval of Board of Directors. This includes but is not limited to, changing of ground contours, excavation, filling, removal of trees, shrubbery or any natural growth, or doing any construction of any type whatsoever. Lessee is prohibited from installing permanent electric service, water service or any other utility on, or adjacent to, the pier site. **VIOLATION WILL CAUSE IMMEDIATE TERMINATION OF THE PIER SITE PERMIT.** Lessee agrees that if the pier site lease is terminated pursuant to this provision, lessee shall reimburse the LLPOA for all costs involved in the restoring of the site to its original condition and/or which may arise as a result of lessee's actions.

3. Following are the requirements necessary for an Applicant to apply for a LLPOA site Permit and Lease:

(a) Applicant must produce physical evidence of membership of a residence within the Laurel Lake Tract as defined in the Declaratory Judgment.

(b) Applicant must complete payment of a one-time dam maintenance fee of \$100.00 for each site leased within sixty (60) days of making this application.

(c) Applicant is required to pay an annual site permit and lease fee of **\$ 135.00 per site** payable before **May 1st** of each year, in addition to the annual membership fee of **\$ 160.00.**

Site Number(s) **R** _____

(d) Applicant must have liability insurance on the site and any boat used from that location, with the Laurel Lake and Beach Club Property Owners Association named as an additional insured thereon.

(e) Applicant will fulfill the work assessment or make the established payment in lieu of fulfilling the work assessment.

4. Any additional inducements given by the Applicant to the LLPOA for the issuance of this site permit and lease, and for the LLPOA's forbearance from prohibiting any and all access to the Applicant to or upon the property of the LLPOA which is the subject of this site permit and lease, the Applicant agrees that:

(a) The Applicant agrees that when used in this site permit and lease, the term property of the LLPOA or any similar designation refers to any and all property for which the LLPOA or the Board of Trustees of the Laurel Lake and Beach Club are the record title holders, or hold interest of record, of any type whatsoever.

(b) The Applicant waives and relinquishes any and all claims of any sort or type

Whatsoever, which the Applicant or anyone claiming through the Applicant has or may have with respect to any and all property of the LLPOA. This includes but is not limited to the relinquishment of any potential claims or adverse possession or usage, if any, against the property which is the subject of this site permit and lease, or any other property of the LLPOA.

(c) The Applicant acknowledges that its use of the property of the LLPOA is limited to being solely through this site permit and lease and relinquishes any other claims which the Applicant may have had for the use of said property.

(d) The Applicant guarantees that upon the termination or non-renewal of this site permit and lease, the Applicant will immediately fully vacate the property of the LLPOA and return it to the same condition it was in when the Applicant first started using such property. The Applicant also agrees that neither the Applicant nor anyone claiming through the Applicant will assert a claim that there is any right to continue the use of the property of the LLPOA after the termination or non-renewal of this site permit and lease. The Applicant agrees to indemnify and reimburse the LLPOA from any and all or termination of use of the property, or the Applicant's failure and refusal to vacate the property as provided herein.

(e) The Applicant guarantees that if any claim of any nature is brought against the LLPOA which arises from, or involves the Applicant's use of LLPOA property, whether in the nature of international tort, negligence, or contract, the Applicant will save harmless and indemnify the LLPOA from any loss or expenses arising there from.

(f) The Applicant agrees to abide by all of the rules of the LLPOA. In the event that the Applicant does not intend to, or is unable to comply with any rule of the LLPOA, the Applicant agrees that it is the Applicant's obligation to notify the LLPOA in writing of that fact. The LLPOA shall have the option to immediately terminate this site permit and lease at some point in the future; to temporarily waive compliance with the rule for which the Applicant has so notified the LLPOA; or to any future term. Failure of the LLPOA to exercise any or all of these options will not constitute a waiver of any or all of these options. Any of the options may be exercised at any point in time by the LLPOA with respect to this site permit and lease or any other site permit or lease.

(g) The Applicant will comply with all applicable Federal, and State statutes, Rules and Regulations, and Orders as well as all County and Municipal ordinances and resolutions while using this property. The Applicant guarantees that it will save harmless and indemnify the LLPOA from any loss or expense arising from the Applicant's failure to do so.

(h) The Applicant agrees that the provisions of these additional inducements which it has given in order to induce the LLPOA to agree to this site permit and lease shall survive the renewal, termination or non-renewal of the site permit and lease, and continue to be binding upon the Applicant with respect to the period of time for which this site permit and lease was in effect.

5. In the event of any dispute between the Applicant and any other person or entity, including the LLPOA as to the extent of the LLPOA property which is involved in this site permit and lease, or as to whether or not the Applicant's usage thereof is to be exclusive for the term hereof, the parties hereto designate the LLPOA as having the say on any and all such disputes.

6. THIS SITE PERMIT AND LEASE AND ANY OF THE RIGHTS WHICH ARISE HEREUNDER IS NOT TRANSFERABLE BY THE APPLICANT TO ANY OTHER PERSON OR ENTITY, WITHOUT THE EXPRESS, PRIOR WRITTEN APPROVAL OF THE LLPOA.

THIS DOCUMENT IS INTENDED TO CONSITUTE A LEGAL CONTRACT BETWEEN THE PARTIES HERETO. IF NOT FULLY UNDERSTOOD, INDEPENDENT LEGAL ADVICE SHOULD BE OBTAINED. SIGNING OF THIS DOCUMENT CONSTITUTES ACCEPTANCE OF THE AGREEMENT TO THE TERMS AS SET FORTH HEREIN.

DATED: _____

(APPLICANT SIGNATURE)

Witnessed as to the Applicant

Authorized by, For the LLPOA