

LAKE ROSEMOUND HOMEOWNER DREDGING PROJECT APPLICATION FORM

(April 2017 Update)

This form shall be used by LRDC in the consideration and conducting of dredging and silt depositing operations for Homeowners (HO) in Lake Rosemound. The HOs shall prepare and provide this Application to LRDC for its further review and approval by majority of LRDC. HO shall execute the appropriate Terms and Conditions prior to LRDC finalizing its approval of the project. If more than one property owner is involved in a particular project the signature of all on the application shall be required, and they shall designate one HO as the Billing Party for LRDC.

Homeowner Name(s): _____ Lot #(s) _____

Application Date: _____

Project Description:

1. Dredge Area location and size:

(Note :Attach a detailed drawing clearly indicating the overall dimensions of the area to be dredged and deposit site and any other pertinent information.)

Water depth in dredging area: Current _____ Proposed: _____

Estimated volume of Dredge spoil: Length' X Width' X Depth' /27 = _____ Yd3

Estimated Dredging Cost: \$85/Hr X # _____ Hrs = \$ _____

Estimated Setup and Breakdown Cost:

1. Mobilization & demobilization and set up of Dredger for HO project

Cost: \$250/HO project:

2. If additional labor is required to ready the HO property or dredge disposal area such as building silt fence or clearing location, then \$15/man hr (expect to use 2 men);

Estimate Cost \$30/hr x est.hr= _____

3. Est Cost for an Envirotube synthetic bag & polymer if used: \$ _____.

Who pays for: _____

4. Other Services (describe, estimated \$ and who pays)

Total estimated Project Cost to be Paid By Homeowner (Items 1-4)

:\$ _____

HO(s) Acceptance of Application and Attached Terms & Conditions:

By: _____ Date: _____

Phone #: _____

HO Billing Party: _____ Billing Address: _____

LRDC Acceptance: _____ Date: _____

LRDC, LLC Project ID# _____

Est. Start Date & Time: _____ Est End Date & Time: _____

Final Actual Dredge Hrs: _____ Final non-dredge hrs: _____

LRDC Invoice # _____ Submit Date _____

Total Project Cost owed to LRDC, LLC: \$ _____

HO payment: Check # _____ Date: _____

Other Information:

In general, dredging will be limited to a depth of 3 to 4 feet. This is a precaution taken to preserve the integrity of the lake bottom, which consists of a clay bed situated over a limestone gravel underlayment. It is recommended that the depth of such liner be determined prior to the start of the dredging project.

If the dredged material (spoils) is to be placed on your property then the property owner must take ownership of the spoils and sign a Right of Use Agreement. If spoil being placed on another party's property, then a Right of Use must be

secured from the owner of that property. The LRDC can suggest sites for the proper disposal of the spoils so that they will not reenter the lake due to runoff.

The LRDC will recommend, where applicable, the use of Envirotubes, i.e., synthetic bags for use in the disposal of spoils. The use of these bags will prevent the spoils from migrating back into the lake and become permanent installations. They can also be used to create berms, and/or bulkheads and silt traps.

Any interface with an adjacent property owner(s) must be resolved and an agreement indicated by signature on the dredging application form.

All questions and assistance in filling out the application form can be discussed with and addressed by contacting an LRDC member.

Dredging will be conducted pursuant to the attached agreement and based on the scope of work detailed in the application form.. By agreeing to this Application form, the HO and LRDC also agree to the performance of such action as further set forth in the Terms and conditions attached hereto and shall execute any such other document if required by LRDC to effectuate same

LRDC,LLC Dredging and Silt Deposit Work Terms and Conditions (April 2017)

Attached to and Made a Part of the Homeowner Application Form

(For use on HO dredging projects and spoil deposited on HO property)

All work performed by the LRDC, LLC is based upon and conditioned upon the following terms and conditions and the Application Form agreed to by the respective Homeowner for which this is attached and accepted by Homeowner with its signature of the Application Form. Unless otherwise expressly agreed in writing by the parties (Homeowner and LRDC), this document shall prevail in the event of a conflict. Likewise, the Application reflects best estimates of the Parties, but in the event of a conflict between the Application and this agreement, this agreement shall prevail.

The Work. The specifications and locations of the dredging work to be performed by LRDC for the Homeowner is described in the Application Form for which these terms and conditions are attached and made an integral part. The Homeowner and the LRDC are bound by the terms agreed to in the attached Application Form. The LRDC agrees to dredge the silt located on and in front of Homeowner's Lot No. ____ ("Deposit Site") as further described in the Application form agreed to by both parties. Homeowner allows the LRDC to dispose of dredging spoils collected from Lake Rosemound at the location described in the Application form, hereinafter referred to as "Deposit Site." Homeowner confirms it has full legal right to deposit the dredge at the "Deposit Site," to include any and all necessary tasks or work necessary to carry out the scope of work. Homeowner warrants and confirms it has full legal right to allow LRDC to deposit the dredge at the Deposit Site

Costs. Homeowner shall bear the cost for LRDC to perform the dredging operation and depositing of the silt as further described in the approved Application. Homeowner shall pay LRDC \$85/actual an hour for actual hours of dredging work performed, regardless of estimated hours, plus \$250 for mobilization, setup and demobilization of dredging machine to the Homeowner project location, plus \$30/ hrs of labor (assumes usage of 2 labors) for other non-dredging services performed by LRDC in readying the Deposit site together with any other costs of services identified in the Application. The Homeowner will bear the cost of the berm, bulkhead or envirotube used at the Deposit Site.

Installation of Bulkhead/Berm. If Homeowner desires for LRDC to install a berm or envirotube at the Deposit Site as further described in the Application, then it shall do so at Homeowners costs and Homeowner gives the LRDC all necessary rights of access to the Deposit Site to perform that service via a Right of Use Agreement to be signed by Homeowner. The Homeowner and LRDC shall agree on the size and location of the berm used for the Deposit Site as further described in the Application and LRDC shall make all decisions regarding installation thereof. Homeowner shall assume full responsibility for maintenance of the Deposit Site once LRDC has performed the service described in the Application.

Right to Dredge. Homeowner hereby warrants that he has the sole right to enter into the Application to dredge for which this is attached and has the sole right to allow LRDC to install the berm and deposit silt in the Deposit Site described in the Application. Homeowner will disclose to the LRDC the existence of any servitudes or right of ways or other obstructions in the area to be dredged for the Homeowner and also at the Deposit Site. If any servitude exists, Homeowner warrants that the Work performed by the LRDC does not interfere with the servitude. The LRDC has no responsibility or involvement with disputes regarding property lines and/or ownership rights between Homeowner and

any other party concerning the conduct of this dredging activity for the Homeowner and the use of the Deposit Site.

Ownership of the Deposits. Any and all spoils disposed on the Deposit Site shall belong to the Homeowner. Homeowner will at all times own the bulkhead/berm and spoils deposited on the property, to include any and all liabilities arising from the bulkhead. This ownership is subject to the LRDC's right to control the size, location and type of bulkhead to be installed as described in the Application.

Permits. The LRDC and the Homeowner hereby agree to work together to obtain necessary permits for the Work.

Warranty. All Service shall be performed by LRDC in a workmanlike manner, consistent with typical industry practices. If, within 90 days of the performance of the service, any service is found to be deficient, the LRDC will correct the deficiency to the extent possible and within the original scope of work. There are no other warranties, express or implied, except as expressly stated herein. Homeowner's remedies under this warranty are specifically limited to the correction of any deficient services performed by the LRDC and are exclusive of all other remedies.

Obligations of the Homeowner. The Homeowner shall give access to Homeowner property adjacent to the dredge area and also the Deposit Site necessary for the LRDC in order to carry out the Work. The LRDC shall have the right from time to time to access said Homeowner property and the Deposit Site for inspections, but will give reasonable notice to the Homeowner prior to any inspection. The Homeowner also has a duty to provide the LRDC pertinent property documents, to include property lines and descriptions, for both the Homeowner property and the Deposit Site to carry out the Work. LRDC has the right to require Homeowner to provide a third party survey as needed to verify the property lines, at the Homeowner's expense. The Homeowner will disclose any hidden conditions on where dredging is to occur and the Deposit Site, to include buried cables and the like. Further, Homeowner agrees to cooperate with the LRDC in advising impacted neighbors and seeking support, as needed.

Obligations of the LRDC. The LRDC shall supervise and direct the work and shall be solely responsible for and have control over construction means, methods, techniques and sequences of the work. The LRDC shall provide the labor, materials, equipment, tools, utilities and other facilities and services necessary for proper execution of the work. The LRDC shall keep the premises and surrounding area free from accumulation of debris and trash related to the work. At the completion of the work, the LRDC shall remove its equipment, properly dispose of waste materials, clean the site and return the surrounding property to its original condition.

Limitation of Liability. THE LRDC'S LIABILITY IS LIMITED TO THE COST OF THE DREDGING SERVICES PERFORMED, AND IN NO EVENT WILL THE LRDC'S CUMULATIVE LIABILITY BE IN EXCESS OF THIS AMOUNT, WHETHER ARISING UNDER WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, INDEMNIFICATION, OR ANY OTHER CAUSE OR COMBINATION OF CAUSES WHATSOEVER. THE LRDC WILL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFIT WHETHER ARISING UNDER WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, INDEMNIFICATION, OR ANY OTHER CAUSE OR COMBINATION OF CAUSES WHATSOEVER. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY

FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. HOMEOWNER'S REMEDIES ARE SPECIFICALLY LIMITED TO THIS AMOUNT.

Indemnity. The LRDC, subject to its limitation of liability, shall defend, indemnify and hold harmless the Homeowner and their successors and assigns against all damages, losses, costs, claims, strict liability claims, liens, encumbrances, liabilities and expenses, as and to the extent arising out of or resulting from the negligent acts of the LRDC. Homeowner shall, at its own cost and expense and to the fullest extent allowed by applicable laws, defend, indemnify and hold harmless the LRDC, its parent, affiliates, subsidiaries, officer, directors, employees and agents and their successors and assigns, against all damages, losses, costs, claims, strict liability claims, liens, encumbrances, liabilities and expenses, as and to the extent arising out of or resulting from the negligent acts of the Homeowner or from any breaches of the Homeowner's obligations under this agreement, to include property disputes, servitudes disputes and/or ownership rights regarding the Vacant lot. All liability, losses, damages, costs or expenses resulting from personal injury, including death, loss of or physical damages to property, caused by the joint or concurring acts of the LRDC and Homeowner and their respective officers, directors, employees or agents, shall be borne by the LRDC and the Homeowner to the extent each is determine negligent either by agreement of the parties or by a court of competent jurisdiction. The obligations of the parties under this paragraph shall survive the expiration of this agreement.

Payment of LRDC Services: Homeowner shall have 30 days from receipt of LRDC's invoice to pay the final costs in full. Failing to do so it will be deemed delinquent and be responsible for interest on the unpaid balance and all legal costs inquired by LRDC in collecting the balance. If there are multiple Homeowners involved in the project, then the part designated on the Application form as the "Billing Party" shall be responsible to LRDC for all the costs invoiced for the entirety of the project.

Governing Law. This contract shall be governed by Louisiana law.

Severability. Invalidity of any of these terms and conditions will not affect the validity of any other provision and the remaining provisions will remain in full force and effect.

Agreed and Accepted

Homeowner

LRDC

Name:

Name:

Date:

Date:

