

Right of Use Agreement

Updated 4-10-17

(To be used when depositing silt on Property other than Homeowner Dredging Project property)

This Right of Use Agreement is entered into on _____, 2017 between _____ (“Owner”) and Lake Rosemound Dredging Contractors, LLC (“LRDC”) for the disposal of silt dredged from Lake Rosemound by LRDC on Owner’s property. Owner herein grants LRDC the right to access and use the following described property, owned in full by the Owner (“Deposit Site”).

Deposit Site: Lot No. _____

(See attached picture/diagram)

The silt to be deposited on the Deposit Site arises from the LRDC dredging operation conducted for

LRA Project : _____ or

Homeowner dredging project for Lot. No.: _____

Except as expressly provided herein, all dredging operations, building of berms and depositing of silt shall be conducted pursuant to the approved Application and corresponding Terms & Conditions for that project, for which same is provided to the Owner. Notwithstanding, in the event of a conflict between this Right of Use Agreement and aforesaid approved Application, this Right of Use Agreement and attached Exhibit (“ROU”) shall prevail.

1. The Work. Owner allows LRDC the right to enter and use the Deposit Site to dispose of silt and spoils collected from Lake Rosemound, install a berm on its property (if applicable) and perform such other work further in the Scope of Work section of the attached Exhibit and all such other work deemed necessary by LRDC to carry out such Scope of Work (collectively referred to hereunder as “Work”). The approximate location of where the spoil will be deposited, the berm installed, and the estimated amount of spoil to be deposited thereon is reflected in the attached Exhibit. For purposes of this ROU, berm shall mean a structure designed to hold silt deposited, including but not limited to Envirotubes, wooden retaining wall or other.

2. Costs. The cost of the dredging operation for which spoil is being deposited at the Deposit Site and the cost of LRDC building of the berm or other similar retaining structure for the Deposit Site shall be borne by LRDC or the respective Homeowner for the Homeowner project pursuant to the approved Application.

Unless otherwise provided herein or the Exhibit, LRDC shall bear the costs for i) performing the prepping work for the Deposit Site as described in the Scope of Work, ii) performing any finishing landscape related work described in the Scope of Work, and iii) performing such other work deemed necessary by LRDC required to carry out its Scope of Work for the Deposit Site. Owner shall bear

other costs of preparing and maintaining the Deposit Site not otherwise described in the attached Scope of Work.

3. Right to Use. Owner hereby warrants that he/she/it has the sole right to allow LRDC to dispose the dredging spoils on the Deposit Site and perform the Work specified in this Agreement on Deposit Site. Owner will disclose to LRDC the existence of any servitudes or right of ways on the Deposit Site. If any servitude exists, Owner warrants that the Work performed by the LRDC does not interfere with the servitude. LRDC shall have no responsibility or involvement with disputes regarding property lines and/or ownership rights between Owner and any other party concerning the Deposit Site.

3. Ownership of the Deposits. Any and all spoils deposited on Deposit Site by LRDC shall belong to the Owner. Owner will at all times own the spoils deposited and berm or similar retaining structure installed on the property, to include any and all liabilities arising from such deposits and retaining structure. The location of such deposit and retaining structure is further specified in the Exhibit hereto. Owner shall maintain the property in accordance with Lake Rosemound Association (LRA) bylaws and rules.

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

5. Warranty. All Work shall be performed hereunder by LRDC in a workmanlike manner, consistent with typical industry practices. If, within 90 days of the performance of the Work, any service is found to be deficient, then LRDC will work with Owner to 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. Owner'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.

6. Obligations of the Owner. The Owner shall give access to Deposit Site necessary for the LRDC to carry out the Work. The LRDC and its agents (includes LRA) shall have the right to access Deposit Site from time to time to inspect same, document status, and perform such remedial services (if any) deemed necessary by LRDC. The Owner also has a duty to provide the LRDC pertinent property documents, including existing property surveys and conveyance deed, required by LRDC to carry out the scope of work. LRDC has the right, if deemed necessary by LRDC, to obtain a third party survey to verify the property lines, at LRDC's expense. The Owner will disclose any hidden conditions on the Deposit Site, to include buried cables and the like. Further, Owner agrees to cooperate with the LRDC in advising impacted neighbors and seeking support, as needed.

7. Obligations of the LRDC. 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. LRDC shall provide the labor, materials, equipment, tools, utilities and other facilities and services necessary for proper execution of the Work. At the completion of the Work, the LRDC shall remove its equipment, properly dispose of waste materials, and perform such other finishing work tasks specified in the Exhibit hereto. If additional consideration for use of the Deposit Site is specified in the attached Exhibit, then Owner shall have 90 days from execution of this agreement to request same as further described in the Exhibit. If not received by LRDC within that specified time, then the additional obligation will expire without further obligation thereon by LRDC.

8. Limitation of Liability. LRDC'S LIABILITY IS LIMITED to \$50,000.00 (USD) AND IN NO EVENT WILL 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. 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.

9. Indemnity. LRDC, subject to its limitation of liability, shall defend, indemnify and hold harmless the Owner 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. Owner shall, at its own cost and expense and to the fullest extent allowed by applicable laws, defend, indemnify and hold harmless 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 Owner or from any breaches of the Owner's obligations under this agreement, to include property disputes, servitudes disputes and/or ownership rights regarding the Deposit Site. 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 Owner and their respective officers, directors, employees or agents, shall be borne by the LRDC and the Owner 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.

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

11. 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.

Owner of Deposit Site

REPRESENTATIVE OF LRDC, LLC

Printed Name: _____

Printed Name: _____

Date: _____

Title: _____

Date: _____

Printed Name: _____

Date: _____

EXHIBIT TO RIGHT OF USE AGREEMENT

1. Description of Deposit Site

Approximate Dimension of the Deposit Site Area:

Estimated amount of Silt to be deposited:

Configuration, Size and location of berm

Picture/Diagram Reflecting Location of Disposal Area and Position of Berm is attached

2. This Deposit Site is being used for the following dredging operations:

LRA Dredge Project: _____

Homeowner Dredge Project: _____

Provide Owner with the approved Application for the above

3. Scope of Work to be Performed by LRDC on Deposit Site (provide general description of the Work LRDC is to perform on Deposit Site). Also note any specific work Owner is to perform in conjunction with providing LRDC the right to use the Deposit Site ,

Work to prepare Deposit Site to receive spoil:

Finishing Work to be performed once Spoil is deposited at Deposit Site:

Any remedial or maintenance work to be performed by LRDC

4. Any additional Consideration to be provided by LRDC to Owner

Describe any additional consideration to be performed by LRDC (eg. Dredging Homeowner lakefront) including description and location of the service, any monetary caps on amount LRDC will provide, and estimated time frame for providing the service.

Initials: _____

Owner

LRDC