



Shafer and Freeman Lakes

Environmental Conservation Corporation

P.O. Box 372 • 204-C N. Main St. • Monticello, IN 47960 • 574-583-9784 • info@sflecc.com

AGREEMENT AND APPLICATION FOR 2019 SHORE FRONT LICENSE

Fee: \$100

Due: June 1, 2019

(An additional \$10 will be charged for each 30 days past due)

Tax Parcel No _____

THIS AGREEMENT, made and entered into by and between Shafer and Freeman Lakes Environmental Conservation Corporation (SFLECC), an Indiana Corporation, hereinafter called "Licensor", and

(Name) _____

hereinafter called "Licensee", WITNESSETH:

1. Licensor owns certain lands contiguous to the Tippecanoe River, a part of which are overflowed with water from time to time in the operation of Hydroelectric dams located on the Tippecanoe River in _____ County, Indiana, and known as Lake _____.

2. Licensee claims to be owner of land abutting some of the property of the Licensor mentioned above.

3. Licensee desires the exclusive privilege of crossing the lands of Licensor from the land of Licensee to waters of the Lake indicated above, and/or to maintain an authorized structure on Licensor's land. Said land and/or authorized structure to be for personal and private use.

4. In further consideration of the Grant requested herein, Licensee hereby provides the following information:

- A. Number of Boats or personal watercraft operated on Lakes _____
- B. Are all of the above registered to the Licensee? Yes _____ No _____
- C. Number of watercraft registered in Indiana _____
- D. Number of boatlifts located at waterfront _____
- E. Whether Licensee is planning shore front construction: Yes _____ No _____

5. Licensee acknowledges that this is a legally binding contract and agrees to follow its terms and conditions. In the event litigation is instituted by Licensor to enforce any of its terms and conditions, Licensee shall pay all reasonable costs of litigation including a reasonable attorney fee.

6. NOW, THEREFORE, Licensee, for and in consideration of the agreements and covenants herein contained, and subject to the "Additional Terms and Conditions of Shore Front License" printed on reverse, incorporated by reference, and made a part hereof, does hereby request Licensor to grant to Licensee, without warranty, and only insofar as it has the right to do so, permission to pass from said land of Licensee over such part of the adjoining lands of the Licensor as are not overflowed with water, at any time within a period of one (1) year from the first of June 2019 until May 31, 2020, for the exclusive purpose of reaching the water, and/or to maintain an authorized structure.

THE PARTIES hereto have executed this instrument this _____ day of _____ 2019.

LICENSEE Signature: _____

LICENSEE Signature: _____

Mailing Address: _____

Telephone No.: _____ Email Address: _____

Lake Property Address: _____

Lake Property Phone: _____

LICENSOR: S.F.L.E.C.C.

LICENSE NO. _____

Application Accepted By: _____

Authorized Representative

**Additional Terms and Conditions
of
Shore Front License**

1. Licensee assumes all risk of negligence, injury to person and damage to property of Licensee and to its agents, employees, servants, and guests, and hereby releases and discharges Licensor from any and all liability therefore.
2. Licensee agrees to protect, defend, indemnify, and hold harmless Licensor from and against all claims, losses, or causes of action arising from or caused by the negligence or otherwise of the Licensee, its agents, employees, or guests, or the licensor, its agents, employees, or guests. **Licensee expressly agrees to hold Licensor harmless from any negligent act or omission of Licensor arising out of use of said premises by Licensor.**
3. Licensee represents, warrants, and certifies that he currently has in effect, and that he will continue to have in effect during the term of this license, a liability insurance policy or policies to insure against all liability or negligence for which Licensee agrees to indemnify Licensor hereunder.
4. The exclusive use of the premises of Licensor by Licensee shall at all times be in a manner not to injure or interfere with the property of Licensor, and is subject to the possession and use of the premises by Licensor.
5. Licensee shall not cut any trees on the property of the Licensor. Without written approval of the Licensor, the Licensee shall not alter, add or remove any soil or alter the shoreline of the property of the Licensor, dredge any inlets, canals, creeks, or boat slips entering or leaving said property, remove lake bottom soil, or place soil on the property of the Licensor. Boat launches will not be permitted on or over property of Licensor or to extend into the water of the lake. The Licensee shall not place or leave thereon any rubbish, debris, or material; and shall not put into the adjoining waters any sewage, garbage, refuse, or material.
6. Any construction or installation of equipment by the Licensee on the lands of the Licensor must be approved in writing by the Licensor. Written prior approval must be obtained by the Licensee prior to any construction of any pier, boat lift, or retaining wall or any other structure. The Licensee must submit a detailed description of the proposed construction. Such approval will be given only for structures of substantial and workmanlike character with particular reference to appearance and ability of structures to withstand the action of high water and ice. Licensee hereby agrees that any structures so built on the property of the Licensor as herein provided shall be removed by Licensee upon termination of this permit or at any other time, upon notice from Licensor. Upon failure of Licensee so to remove such structures, Licensor is authorized to remove them at the expense of Licensee and deposit them upon the adjoining land of the Licensee without any liability whatsoever.
7. This license shall continue in force for a period of one year (June 1, 2019 through May 31, 2020) as indicated unless terminated prior thereto by either party giving the other not less than sixty (60) days prior written notice of the date of such termination. Any such notice may be given by certified United States mail, postage prepaid, addressed to the Licensee at the mailing address shown, or to the Licensor, Attention: Manager, S.F.L.E.C.C., at P.O. Box 372, Monticello, Indiana 47960, and any such notice so addressed and mailed shall conclusively be deemed to have been served on the day following the date it was so deposited in the United States mail.
8. Licensee expressly agrees that he does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the property of Licensor by virtue of the rights granted under this license agreement or his use under this agreement.
9. This license is not assignable by Licensee and does not run with the land of Licensee. The privileges herein granted are exclusive and personal and shall not pass by a conveyance of any of the abutting land, or any part thereof. However, any new owner of the abutting property will have first rights to license property covered by the former owner's Shore Front License after payment of the appropriate fees.
10. This license agreement shall not be recorded, and if recorded by either party, shall automatically terminate on the date of recording.
11. Licensee expressly agrees to accept and abide by any guideline for safety of piers promulgated by Licensor, its affiliates, or agents.
12. Licensee expressly agrees to accept and abide by any guidelines for boatlifts promulgated by Licensor, its affiliates, or agents. Licensee agrees that boatlifts shall only be permitted on Licensor's premises if operable and if placed in such a position as to allow use as a boatlift. No boatlift on Licensor's premises shall constitute a hazard to navigation.
13. Any person or entity who owes any sums to the SFLECC including, but not limited to, delinquent license fees, court costs, or attorney fees, shall not be entitled to the issuance of a shorefront license until all such sums are paid in full.