APPLICATION FOR THE USE OF THE PRIVATE BEACH PATHWAY AND STAIRS

LOCATED ALONG THE SOUTHERLY BORDER OF 31685 SEA BLUFF LANE

SECTION I. LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT RELATED TO THE USE OF THE PRIVATE BEACH PATHWAY AND STAIRS LOCATED ALONG THE SOUTHERLY BORDER OF 31685 SEA BLUFF LANE

Each easement holder to sign the attached release of liability form.

SECTION II. INSURANCE SECTION:

As a condition to use the private beach access easement and stairs, the undersigned agrees to cause the Indemnified Parties "Praful and Shila Patel" to be named as additional insureds on their homeowners Insurance policy and to provide a certificate confirming such designation following 30 days after the execution of this document.

SECTION III. FEE SCHEDULE:

EASMENT HOLDERS ARE SUBJECT TO ALL THE FEES STATED BELOW.

PROPERTY OWNERS OF 31685 SEA BLUFF LANE, IN ITS SOLE DISCRETION, MAY EDIT THE FEES STATED BELOW.

1. Annual Maintenance Fees

Upon approval of this completed agreement, the Users agree to pay $375 in annual maintenance fees. The fees cover ongoing maintenance and upkeep of the stairs. A portion of the fees will be used to maintain security and administration costs. These costs ensure privacy and prevent possible vandalism and related incidents. Furthermore, these fees cover a surveillance system that further improves the safety and protection of the Users.

2. One Time Fees

As needed, any unforeseen repairs which are completed to ensure the upkeep and safety of the stairs will be billed prorated to each of the easement holder. Issuance of new or replacement keys will be $100.

3. Assessment for Deferred Maintenance

In addition to the processing fees and annual membership fees, Users agree to participate in a deferred maintenance program.

Due to the erosion, usage, and coastal weather conditions that the stairs have endured, a deferred maintenance program is conducted every 10 years. The program maintains the structural integrity and the safety of the stairs.

*Although this information is deemed to be correct, it is not a guarantee of deeded easements, which can only be verified by your Title Insurance Company.

** The omission of a deeded easement holder does not invalidate an easement.

The fee for the deferred 10-year maintenance program will be approximately $8,000 per easement holder. This fee is imminent for this coming 10-year period and the maintenance program will be conducted within the next 12 months.

LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT RELATED TO THE USE OF THE PRIVATE BEACH PATHWAY AND STAIRS LOCATED ALONG THE SOUTHERLY BORDER OF 31685 SEA BLUFF LANE

I AGREE THAT 31685 SEA BLUFF LANE IS BURDENED WITH THE PRIVATE BEACH PATHWAY AND STAIRS 'PRIVATE BEACH ACCESS'

I ACCEPT AND CLEARLY UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED IN USING PRIVATE BEACH ACCESS INCLUDING THE RISK OF INJURIES AND DEATH.

I, therefore, for myself, my heirs, successors and representatives hereby KNOWINGLY AND INTENTIONALLY AGREE TO INDEMNIFY, HOLD HARMLESS, ANO DEFEND OWNERS OF REAL PROPERTY WHERE PRIVATE BEACH ACCESS IS LOCATED; HOLDERS OF DEEDED EASEMENTS, THE SEA LION HOA AND SEA LION'S officers, directors, agents, assignees, contradiction; and SEA LION members and their estates (indemnified Parties) from any and all liability, loss, cost, or expense directly or indirectly resulting from, arising out of, or attributable In whole or part to my family members*, :guests*, tenants, boarders, and Invitees (the "Users") using PRIVATE BEACH ACCESS. Said indemnity covers and includes all damage to Private BEACH ACCESS and any and all loss cost, expense, and liability incurred by Indemnified Parties that is attributable to any loss, cost, expense, liability, damage, injury, paralysis, or death suffered by the USERS in connection with their using PRIVATE BEACH ACCESS. I will also be responsible for promptly reimbursing Sea Lion end Sea Cove Easement Holders for the costs of repairing any damage caused lo Private BEACH ACCESS either intentional or unintentional by the USERS. I am accepting for myself, my family and Users, the full responsibility for any and all such damage, Injury, paralysis, or Death of any kind which may result, even If such damage, Injury, paralysis, or death results from the NEGLIGENCE of any and/or all Indemnified parties. I further agree, for myself, my successors, heirs, and family to not sue the any and for all "Indemnified Parties" on account of death or any injures of Users end myself Incur In connection with using PRIVATE BEACH ACCESS.

I further agree to assume the responsibility informing my Users that they use the PRIVATE BEACH ACCESS at their own risk. I. assume all responsibility for any minor I assign a gate key. I agree to have any adult family member, owner, tenant sign Release of Liability before assigning a gate key to them.

I UNDERSTAND THE RISKS OF USING THE PRIVATE BEACH ACCESS. I UNDERSTAND FROM THE BLUFF TO THE BEACH IS OVER 50 FEET STRAIGHT DOWN WITH DANGEROUS PATH, GUARD RAILINGS AND STAIRS. I ALSO UNDERSTAND THAT TRYING TO BYPASS THE LOCKS AND CLIMBING OVER OR AROUND THE GATE AND GUARDS MAY CAUSE SERIOUS INJURY OR DEATH. I UNDERSTAND THAT CLIMBING OVER OR AROUND THE GATES, GUARDS IS NOT ALLOWED UNDER ANY CIRCUMSTANCES. I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY ACCEPT THE TERMS OF THIS WAIVER INDEMNIFICATION AND RELEASE AGREEMENT.

Init _____

*Although this information is deemed to be correct, it is not a guarantee of deeded easements, which can only be verified by your Title Insurance Company.

** The omission of a deeded easement holder does not invalidate an easement.

As a condition to use the private beach access-easement, the undersigned agrees to cause the Indemnified Parties (Individual names are provided on the attached insurance Addendum for such purpose) to be named as additional insureds on my homeowners Insurance policy and to provide a certificate confirming such designation within thirty (30) days, following the execution or this document.

This Liability Release and Indemnification applies to each and every owner, tenant, "user", heirs, successors and representatives

This contract is severable: that is, if any part of it is held by a court of law to be unenforceable, the rest of it shall nevertheless by effective.

Home owners Name (Print) _____

Home owners name signature _____ Date _____

Address: _____ ,Laguna Beach, California 92651

By signing, I acknowledge I am signing and agreeing to the above Release of liability and Indemnification

To be completed by an easement holder/member of Sea Lion HOA.

SEA LION HOMEOWNERS ASSOCIATION;

DATE: _____ By: _____

As a matter of information Sea Lion HOA holds 2.5-foot easement on the Northerly side of 31678 Seacove Drive (South of the existing Private Beach Access Pathway)