

CHINQUAPIN CAMPSITES LEASE

Be it known and remembered that on the date indicated below the parties entered into the following Lease agreement for a lot / campsite situated in Chinquapin, Texas:

LESSOR:

THE OWNERS OF THE LANDS KNOWN AS CHINQUAPIN CAMPSITES, located in Matagorda County, Texas, acting by and through BRADLEY WESTMORELAND dba La Otra Costa, LLC., their authorized representative and property manager, whose present mailing address is P.O. Box 1388, Bay City, Texas 77404, telephone: 512-757-3445, email: brad.westmoreland@gmail.com.

LESSEE:

_____, whose present mailing address is _____;

telephone number _____; email _____

1. LESSOR hereby leases and demises to LESSEE Lot / Campsite # _____ ("leased premises"). It is understood that LESSOR hereby leases and demises to LESSEE only a bare right of possession of the ground (surface estate only). Except for water service and roadway improvements, if any, all structures, improvements, and fixtures that presently exist or are hereafter placed on the leased premises have been placed there or will be placed there by LESSEE and shall belong to LESSEE, subject to the terms and provisions hereof. LESSOR does not hereby lease or demise to LESSEE any "dwelling," as that term is defined in § 92.001 of the Texas Property Code.

2. TERM: The lease term shall begin on _____, 20____, and shall continue thereafter as a year-to-year tenancy until terminated by either party's giving the other at least 90 days' written notice of cancellation of the tenancy as provided in paragraph 10 or until terminated as otherwise provided elsewhere in this lease.

3. RENTAL: LESSEE shall pay to LESSOR rental payments, water fees, road maintenance fees and management fees until the lease is terminated. The rental payments and all of said fees shall be paid in one payment. The annual rental / fees statement is due and payable by March 1st each year in the amount of \$_____, unless the amount is subsequently modified by LESSOR with reasonable notice to LESSEE.

4. AD VALOREM TAXES: If any improvements or fixtures which LESSEE places or has placed on the leased premises are subject to ad valorem taxation by any taxing authority or entity having jurisdiction, then so long as this lease is in force and effect and so long thereafter as LESSEE's fixtures and improvements remain on the leased premises and LESSOR has not elected to become the owner thereof as provided in paragraph 11: (1) said fixtures and improvements shall be listed for ad valorem tax purposes in the name of LESSEE, not LESSOR, and (2) LESSEE shall timely pay all ad valorem taxes on LESSEE's fixtures and improvements prior to delinquency.

5. USAGE: LESSEE may not sublease or assign this lease agreement without the express written consent of LESSOR. Should such transfer occur, LESSEE is required to properly notify the Matagorda County Tax Appraisal District office of the new ownership. LESSEE agrees to use the leased premises for

recreational / residential purposes only and not otherwise for any purpose that is unlawful or commercial in nature.

6. **CONTROL, REPAIRS AND MAINTENANCE:** LESSEE shall be in control of the leased premises. LESSOR shall have no right of control, and LESSOR shall not exercise control of the leased premises. LESSEE warrants that all dwellings and structures on the leased premises are presently in and will be kept in a safe, habitable condition and in compliance with all applicable laws, codes, rules, and regulations. LESSEE agrees to keep said improvements in safe condition at all times, and LESSOR shall have no right or duty to inspect, correct, maintain or repair said improvements or other personal property upon the leased premises.

7. **INDEMNIFICATION: LESSEE SHALL OCCUPY THE LEASED PREMISES AT LESSEE'S OWN RISK AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR AND LESSOR'S PROPERTY MANAGERS AND AGENTS AGAINST ANY AND ALL LOSSES, CLAIMS , DAMAGES, COSTS, EXPENSES, FEES, SETTLEMENTS AND JUDGMENTS ARISING FROM OR CONNECTED WITH LESSEE'S OCCUPATION / USE OF THE LEASED PREMISES, REGARDLESS OF ANY CLAIM OF FAULT OR NEGLIGENCE OF LESSOR OR LESSOR'S PROPERTY MANAGERS OR AGENTS. IF LESSEE CONTINUES IN POSSESSION OF THE LEASED PREMISES OR ANY PORTION THEREOF AFTER THE TERMINATION OF THIS LEASE, LESSEE'S INDEMNITY OBLIGATIONS AS SET FORTH HEREIN SHALL CONTINUE TO BE APPLICABLE SO LONG AS LESSEE CONTINUES TO BE IN POSSESSION THEREOF, REGARDLESS OF WHETHER LESSEE'S HOLDOVER TENANCY MIGHT BE A TENANCY AT SUFFERANCE OR SOME OTHER TYPE OF TENANCY. LESSEE AGREES TO OBTAIN AND MAINTAIN GENERAL LIABILITY INSURANCE COVERAGE IN A MINIMUM AMOUNT OF \$100,000.00 AND SHALL CAUSE LESSOR AND LESSOR'S PROPERTY MANAGER(S) TO BE NAMED AS ADDITIONAL INSURED(S) ON SUCH COVERAGE. A CERTIFICATE OF INSURANCE AND RENEWAL THEREOF SHALL BE TIMELY PROVIDED TO THE PROPERTY MANAGER AT THE ABOVE INDICATED ADDRESS.**

8. **DISCHARGE OF LIENS AND SUBROGATION:** LESSOR may, at LESSOR's election, discharge any tax, mortgage or other lien upon improvements and fixtures which LESSEE places or has placed on the leased premises, either in whole or in part, and in the event LESSOR does so, LESSOR shall be subrogated to such lien with the right to enforce same.

9. **DEFAULT:** If LESSEE fails to perform any of the covenants or obligations imposed by this lease, LESSOR shall have the right to terminate this lease on 90 days' written notice to LESSEE if such breach is not cured by LESSEE within that time. Nothing contained herein constitutes a waiver of LESSOR's right to collect damages occasioned by any such breach.

10. **CANCELLATION:** Both LESSOR and LESSEE shall have the right to terminate this lease agreement for reasons other than provided within this agreement with a minimum of 90 days' written notice sent by certified mail to the address indicated herein.

11. **REMOVAL OF FIXTURES AND IMPROVEMENTS:** Within 120 days after the termination of this lease, LESSEE shall remove all fixtures, improvements, and personal property placed by LESSEE on the leased premises. If not timely removed by LESSEE, any remaining fixtures, improvements, and personal property shall thereafter become the property of LESSOR, at LESSOR's election. Upon said election by LESSOR, LESSEE shall promptly deliver to LESSOR all keys to said fixtures, improvements, and personal property. A request by LESSOR that LESSEE remove said fixtures, improvements, and personal property in compliance herewith shall not constitute an election by LESSOR to not become the owner of said property.

12. LESSEE warrants he / she has read this document and has obtained the advice and counsel from their chosen professionals and fully understands and agrees to the requirements and provisions within.

13. SURVIVAL OF OBLIGATIONS: Unless otherwise expressly provided herein, all warranties, indemnities, covenants, and other obligations provided for herein shall survive the termination of this lease.

14. PLACE OF PERFORMANCE: The obligations and undertakings of each of the parties to this agreement shall be performable in Matagorda County, Texas.

15. LAWS AND FORUM: THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS. ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATIVE TO THIS AGREEMENT SHALL BE INSTITUTED ONLY IN A STATE COURT OF COMPETENT JURISDICTION LOCATED IN MATAGORDA COUNTY, TEXAS. EACH PARTY HERETO AND HIS/HER/ITS HEIRS, SUCCESSORS, AND ASSIGNS WAIVES FEDERAL DIVERSITY JURISDICTION, IF ANY, AND ANY OTHER OBJECTIONS WHICH SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE INSTITUTION OF ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATIVE TO THIS AGREEMENT IN A STATE COURT OF COMPETENT JURISDICTION IN MATAGORDA COUNTY, TEXAS.

AGREED AND ENTERED INTO THIS THE _____ day of _____, 20_____.

LESSEE:

Campsite # _____

LESSOR:

By _____

Bradley Westmoreland, Authorized Representative on behalf of the Owners of the land known as Chinquapin Campsites