

**CRYSTAL LAKES ROAD AND RECREATION ASSOCIATION  
AND  
CRYSTAL LAKES WATER AND SEWER ASSOCIATION  
RECREATIONAL USE OF LAKES AND PONDS AGREEMENT  
September 19, 2015**

**1. SCOPE**

This agreement applies to the Crystal Lakes Road and Recreation Association (CLRRA) and the Crystal Lakes Water and Sewer Association (CLWSA).

**2. PURPOSE**

This document establishes the terms of an Agreement between CLRRA and CLWSA in reference to the recreational use of Panhandle Dam /Crystal Lake (CL) and Lower Lone Pine Dam and Reservoir (LLPDR).

**3. RECREATIONAL FISHING**

CLWSA grants to CLRRA the non-exclusive right to operate a private fishing program in the waters of CL and LLPDR subject to the following terms and conditions:

- 3.1. There will be no annual fee for the duration of this agreement between the Associations.
- 3.2. CLRRA agrees to develop and implement a program which allows all CLWSA members, who are not CLRRA members, to fish in all waters managed by CLRRA, including CL and LLPDR for a fee equal to the current CLRRA annual dues per ownership unit for the term of this agreement, badges to be issued upon receipt of fee payment. Ownership unit includes two adults and their dependent children under the age of 21. CLRRA will retain these fees for funding and administration of the fishing program. CLRRA agrees to continue to stock and develop improved habitat in CL and LLPDR for the benefit of both Associations just as it would if the waters were restricted to fishing by CLRRA members only.

**4. BOATING AND OTHER SURFACE RECREATIONAL ACTIVITIES**

CLWSA agrees to allow CLRRA to develop and enforce rules and policies for boating and other surface type recreational activities on CL and LLPDR after those rules and policies have been reviewed and approved by the CLWSA Board of Directors.

**5. RECREATIONAL ACTIVITIES NOT RELATED TO FISHING**

CLWSA agrees to allow CLRRA to develop and enforce rules and policies related to recreational activities such as swimming and diving, subject to the same requirements of approval and membership as discussed in Paragraph 3 above.

## **6. JOINT-OWNED PROPERTY**

Use and Access to CLWSA-owned Property surrounding CL & LLPDR or property Co-owned by CLWSA & CLRRA:

- 6.1. CLWSA reserves the right to approve the terms of all present and proposed future uses of the CLWSA owned property, which adjoins CL and LLPDR. Uses include but are not limited to activities such as organized games, hikes, and picnics.
- 6.2. CLWSA will consider easements or licenses for construction of facilities such as boat storage, picnic areas, or toilets upon CLWSA owned property upon presentation of proposal and plans by CLRRA. Granting of future easements or licenses will be restricted in length based upon the projected life expectancy of the facility or the proposed duration of the activity.

## **7. ADDITIONAL REQUIREMENTS**

- 7.1. Insurance: CLRRA shall ensure that adequate liability insurance is in effect to cover all CLRRA controlled or sponsored activities conducted upon all waters managed by CLRRA or CLWSA-owned surrounding property, and that CLWSA is named as a co-insured for such activities.
- 7.2. CLRRA shall indemnify and hold CLWSA harmless from any and all claims resulting from activities sponsored or conducted by CLRRA on any waters managed by CLRRA or on the CLWSA-owned surrounding property.

## **8. PRIOR AGREEMENTS**

This Agreement supersedes previous shared expenses agreements between the two Associations and it will be reviewed on an annual basis and updated as needed.

## **9. CONFLICT**

In the event of conflict between the provisions of the Declaration, Articles of Incorporation, the Bylaws and this Agreement, they shall prevail in that order for each Association.

## **10. MODIFICATIONS**

Any modification to this Agreement must be reduced to writing and agreed upon by both parties and either added to this Agreement as an addendum or the Agreement modified and approved by each Association.

**11. CERTIFICATIONS**

The undersigned, the Secretary of the Association, hereby signs to confirm that the above Agreement was adopted by the CLRRA Board of Directors on September 19, 2015.

//Signed// \_\_\_\_\_  
Signature

Casey Meadows  
Printed Name

The undersigned, the Secretary of the Association, hereby signs to confirm that the above Agreement was adopted by the CLWSA Board of Directors on September 19, 2015.

//Signed// \_\_\_\_\_  
Signature

Russ Baxley  
Printed Name