

Ramp Access Agreement

____/____/____ (Date)

This agreement is between _____ (Owner) owning lakefront property at _____, Kalamazoo, MI 49009 (Owner's Property) and Crooked Lake Texas Association, Inc., hereinafter known as CLTA.

The CLTA purchased a property (Ramp Property) located at 6 N. Crooked Lake Drive, Kalamazoo, MI 49009. This site will be utilized to provide a boat ramp / access point to Crooked Lake for those residents that choose to participate by assisting in paying the cost of acquiring and maintaining this property.

In exchange of consideration in the form of the attached pledge agreement, CLTA grants to Owner a license for the following:

- The right to utilize the Ramp Property to put in and / or take out from the lake watercraft that they own or otherwise have a legal interest in (own, rent, lease etc.) (personal watercraft) Owner agrees not to allow any other party to use the privileges associated with the Ramp Property, except as noted below, and further agrees that their rights offered in this document will be terminated, with no refund of any amounts paid, if the conditions in this paragraph are violated. Owners with special considerations, such as landlords with long-term tenants, may request an exception to this provision from the CLTA board of directors.
- Owner may allow parties providing services to the Owner to use the Ramp Property to provide watercraft related service for the watercraft & shore line as defined above (examples: boat delivery services, marinas engaged to service a watercraft (as defined above), or companies engaged to install, remove or reposition a dock at the signees location). In these instances, Owner is responsible for providing ramp access to those parties.
- These rights are attached to the Owner's Property and are transferable to a new Owner provided the new and prior Owners have satisfied all annual dues owed to CLTA and annual ramp maintenance fees owed to CLTA. It will be the responsibility of Owner to communicate to a new Owner the terms of the agreement, and of any unpaid financial obligations associated with it.
- An Owner who sells his participating property and either owns or purchases another eligible lake property may choose to transfer their right under this agreement to the alternative property. They must notify the CLTA of their intent to transfer those rights in writing within 60 days of selling (closing) the original property.
- These rights exist as long as the CLTA owns the Ramp Property

- If the CLTA sells the Ramp Property, Owners will be reimbursed pro rata, based on capital contributed, a share of the net proceeds (after all outstanding loans, taxes, outstanding operating costs, closing costs, etc. have been paid).
- CLTA does not provide liability insurance for the benefit of Owner in Owner's or Owner's agents use of the Ramp Property. Owner and Owner's agents agree to hold harmless and/or indemnify CLTA for any liability resulting from the use of the Ramp Property.
- In addition to the one-time payment or pledged amounts, the Owner agrees to remain a member of the association and pay the annual dues as determined by the CLTA Board of directors (the dues for 2018 are \$50; dues in future years may increase as determined by the CLTA Board.) The Owner also agrees to pay an annual ramp maintenance fee determined annually by the CLTA Board (the fee is expected to be \$100 in 2019 but may be higher.) This fee will be used to pay Real Estate taxes, Insurance and other costs associated in maintaining the ramp site.
- Failure to pay the annual dues, the Ramp maintenance fee, and, if appropriate, the semi-annual commitment fee by their due date will lead to the suspension of the right to vote at membership meetings and the right to utilize the ramp until all past due CLTA fees have been paid in full. Failure to pay any amounts due for a period of time greater than one year may lead to termination of access to the Ramp Property.
- If there is more than one legal Owner of the Owner's Property, then this agreement may be effective with the legal signature of any one Owner, and this agreement will be binding upon all such owners.
- The consideration for participation on the part of Owner, as described on the attached Pledge Agreement, is for the initial capital funding for the acquisition of the Ramp Property only. The participation cost for an existing Owner, or for a subsequent new Owner, after September 1, 2018, shall not be less than the initial commitment of \$3,850.00, plus interest if financed.

Owner(s)

CLTA Representative

Signature(s): _____

Print Name(s): _____

Date signed: _____
