ORANGE WATER AND SEWER AUTHORITY

A public, non-profit agency providing water, sewer and reclaimed water services to the Carrboro-Chapel Hill community.

MEMORANDUM

TO: **Natural Resources and Technical Systems Committee**
Terri Buckner (Chair)
Dave Moreau
Heather Payne
Ruchir Vora
John Young (*ex officio*)

THROUGH: Ed Kerwin

FROM: Ruth Rouse

DATE: January 8, 2015

SUBJECT: **January 13, 2015 NRTS Committee Meeting**

The Natural Resources and Technical Systems (NRTS) Committee will meet on Tuesday, January 13, 2015 from 5:30 to 7:00 PM in the OWASA Boardroom. The purpose of this meeting is to discuss a petition from UNC's Bass Fishing Team to practice bass fishing on University Lake beginning in January; the team has requested access to the lake on all days of the week.

Ken Loflin, Water Supply & Treatment Manager, will present information regarding the request, and the agenda follows:

- Background on recreation in OWASA's lakes
- Overview of UNC's request
- OWASA's University Lake lease requirements
- Discussion
- Next meeting to discuss Energy Management Plan Baseline Data and Goals
    - February – Date TBD

I've attached the email request from UNC's bass fishing team, OWASA's lease agreement regarding University Lake, a sample agreement on the use of University Lake by UNC's crew teams, and a draft agreement between OWASA and the UNC Bass Fishing Team.

We look forward to seeing you on January 13th.

Ruth C. Rouse

Ruth Rouse, AICP
Planning and Development Manager

c: OWASA Board of Directors
Robert Epting, OWASA General Counsel

Attachments

Attachment 1: Email petition from UNC Bass Fishing Team
Attachment 2: University Lake Lease Agreement
Attachment 3: Example Lake Use Agreement between OWASA and UNC Crew Clubs
Attachment 4: Draft Lake Use Agreement between OWASA and UNC Bass Fishing Team

From: Stephen Smith <stephenjsmith5@gmail.com>
Date:12/11/2014 10:18 PM (GMT-05:00)
To: boardmembers <boardmembers@owasa.org>
Subject: UNC Bass Fishing team

Board Members,

I am coming to you today to offer a great opportunity to OWASA as well as ask for a favor in return. I hope my ideas and request will be heard and strongly considered by all board members.

To begin, my name is Stephen Smith and I am a junior at UNC-CH. I am the Vice President of the newly formed competitive bass fishing team. For those who are not familiar, the realm of competitive bass fishing is one which is practically void of a substantial luck factor at the professional level and truly requires a combination of finely-tuned skills, proper equipment, and application of biological and hydrological knowledge to be successful. It represents not only a rapidly growing sport, but a massive consumer industry as the the tournament format is offered to all levels of anglers. The professional level has begun to produce multimillionaire anglers due to the massive cash prizes and opportunity for sponsorships, and college students are catching on. College bass fishing has been recognized recently in the NY Times and other prominent media as being the fastest growing college sport in the world with cash prizes over $10,000. With the prestige and reputation attached to our name alone, Carolina has the opportunity to make a big splash this year in the college circuits and be a legitimate contender for national championships this upcoming spring season.

Being close to OWASA's University Lake, many of my fellow teammates, as well as myself, have had a lot of practice here. We also have been given permission to store team boats on the UNC owned property on the lake where the crew team also has a shed. I believe this presents a great opportunity for our team to have a home lake where we can hold practices and refine our techniques for upcoming tournaments throughout the spring. Much of the top tier competition we will face practices every day on lakes close to their campuses and are constantly aiming to gain an edge. In addition, U-lake gives us a close place to practice other essential skills like loading a boat in and out of the water and learning basic boat care and maintenance, a vital aspect. I am aware, however, that U-lake does not normally open for use until mid-March, and this is primarily why I am seeking the help of the board.

My request is as follows: have U-lake open to our 13-man team indefinitely starting in January, allowing us to have bass boats on the water any given day of the week. I understand where some concerns would arise and I have given these thought. Firstly, the use of any combustible engine or outboard motor would always be prohibited, we would only deploy electric trolling motors to navigate the lake. Second, we would have our team adviser, a trusted UNC faculty member, supervising all practices to ensure absolute coherence with lake policies and enforce any rules. This would negate the need for extra OWASA staff to be hired. Third, our practice schedule would likely only permit fishing U-lake twice a week at most with less than 8 anglers on the water at any given time during a practice. This way the lake receives minimal fishing pressure.

Beyond addressing these concerns, I believe the granting and upholding of this request can be contingent on specific services that our team can provide to the lake. Being a team sport that

advocates and practices catch-and-release fishing (fish are kept in live-wells during tournaments but released after weigh-in), the health and sustainability of the fishery at U-lake is very important to us. We would be more than inclined to conduct a number of maintenance and/or data collecting tasks in conjunction with our weekly practices. This could include recording the size, weight, general health, and location of all fish caught, testing and measuring water parameters, using our sonar units to help create a more accurate topographical map of the lake's bottom, doing weekly trash clean-ups on and around the water, etc. Any data or findings could be relayed to relevant staff at OWASA. This would be valuable labor for OWASA that would come at essentially no cost.

Please consider my request and everything involved with it that I have stated above. Besides being an excellent opportunity for the future of U-lake, granting this request would immensely help our team efforts and could be the boost that helps put UNC on the map for elite college fishing teams. Also, be sure to check us out this spring as several of the tournaments will be aired on national TV! Thank you for your time and your consideration and I hope to hear something back soon.

Stephen Smith, VP UNC Bass Team

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Stephen J Smith
The University of North Carolina at Chapel Hill, 2015
BA Economics
Chinese Minor
stephenjsmith5@gmail.com | Cell: (704) 900-4260

BOOK 269 PAGE 1548

University Lake

1962

Exhibit "D"

DUPLICATE ORIGINAL

STATE OF NORTH CAROLINA)
)
COUNTY OF ORANGE)

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 9TH day of AUGUST, 1976, by and between the STATE OF NORTH CAROLINA, acting at the request of THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL of the County of Orange, State of North Carolina, and ORANGE WATER AND SEWER AUTHORITY, a water and sewer authority organized and existing under the laws of the State of North Carolina with its principal place of business in Orange County, North Carolina, hereinafter called the party of the second part.

W I T N E S S E T H :

THAT WHEREAS, Chapter 723 of the 1971 Session Laws of North Carolina created a commission to study, and in its discretion to recommend the retention or the sale, lease, rental, transfer, or disposition of certain University Enterprises or projects in the jurisdiction of and operated by The University of North Carolina at Chapel Hill, and authorized said disposition in the event of such a recommendation; and

WHEREAS, the provisions of Chapter 723 of the 1971 Session Laws of North Carolina have been followed resulting in the recommendation and authorization of the sale or lease of certain properties of the University Enterprises; and

WHEREAS, the Board of Trustees of The University of North Carolina at Chapel Hill, as duly authorized by the Board of Governors of The University of North Carolina has requested and approved the execution of this instrument, as part of the disposition of the University Enterprises, for the purposes herein specified; and

WHEREAS, the execution of this lease agreement, as part of the disposition of the University Enterprises, for and on behalf of the University of North Carolina at Chapel Hill has been duly approved by the Governor and Council of State at a meeting held in the City of Raleigh, North Carolina, on the 9TH day of AUGUST, 1976; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the State of North Carolina, in consideration of $1.00 in hand paid by the party of the second part, receipt of which is hereby acknowledged, of a portion of the sales price of the water system facilities of the University Enterprises, and of the agreements on the part of the party of the second part to be performed as hereinafter set out, hereby leases, subject to the conditions herein contained, to the party of the second part and the party of the second part accepts as tenant of the State of North Carolina, a certain area of land and the dam and pumping station located thereon, said dam being

generally known as the University Lake Dam and said property being represented in attached *Attachment "1,"* which is hereby incorporated, and being more particularly described as follows:

> BEGINNING at a point on the south bank of Morgan Creek at the south end of the concrete dam on University Lake, a point that is N 73° 14.4′ E 54.85′ from the station L-21A (a lead nail at south end of spillway, 5.2′ eastward along wall from the centerline of the walkway across the dam, N.C. Coordinates N 781.020.10, E 1,972, 698.66); running thence along the south side of said concrete wall S 69° 44.7′ W 90.0′ to a point, the southwest corner of the area described; thence N 20° 15.3′ W 400.0′ generally parallel to (and 28′ more or less west of) the face of the dam to a point, the northwest corner of said area; thence N69° 44.7I E 118.7′ to a point, the northeast corner of same; thence along the eastside of the dam and pumphouse S 16° 09.0′ E 401.0′ to the BEGINNING, together with certain rights and responsibilities with respect to University Lake impounded by said Dam, (and certain lands immediately surrounding said impoundment as more particularly hereinafter set forth.)

The terms and conditions above referred to are as follows:

WITH RESPECT TO THE LEASED PREMISES

Item 1. Purpose. The leased premises shall be used by the Party of the Second Part for the purpose of providing water and water service to The University of North Carolina at Chapel Hill, the Towns of Chapel Hill and Carrboro, and the surrounding area currently within the service area as such area may be expanded from time to time, which use for said purposes shall include the operating and maintaining of the leased dam, pumping station, and real property, and shall include any additions, repair or improvements, to the dam, pumping station or pumps and pipes contained within the pumping station, deemed necessary by the Party of the Second Part.

Item 2. Term. The lease and agreement shall commence on the date hereof, and unless sooner terminated as herein provided shall exist and continue for a term of forty (40) years. At the option of the Party of the Second Part, this Lease and Agreement may be renewed for two (2) successive renewal terms of forty (40) years each upon the same terms and conditions as herein contained, provided the Party of the Second Part gives notice in writing of its desire to extend at least one (1) month prior to the expiration of the basic term of the current term.

Item 3. Termination. This lease, including any options to renew, shall expire and terminate;

(1) at the time University Lake ceases to be used as a water supply as aforesaid, or

(2) upon the sale or transfer of the Party of the Second Part of the water supply system to any entity, board, authority, corporation, government, individual, partnership, association, or any party, or any combination of the aforesaid.

Upon the expiration or termination of this lease, title to any improvements to the dam, pumping station or structure, shall become the property of The University of North Carolina at Chapel Hill. The University Lake Dam shall not be enlarged or raised except by the prior written consent of The University of North Carolina at Chapel Hill.

Item 4. Repairs. The Party of the Second Part shall, at its own expense, maintain, repair and replace the University Lake Dam and pumping station structure. This obligation shall include, but not be limited to, the maintenance, repair and replacement, if necessary, of the water intake screens in the dam, the concrete dam itself, the three foot high flashboards, the pumping station, the deck on the top of the dam, and the pipes and valves connecting the water intake to the pumps and apparatus in the pumping station. At the end of the term, the Party of the Second Part shall surrender the leased premises. The leased premises shall be placed in or restored to as good condition as they were at the beginning of the term, reasonable wear and tear excepted, by the Party of the Second Part, if requested to do so by The University of North Carolina at Chapel Hill.

Item 5. Access Road. The Party of the Second Part shall have the right of access and reasonable use of the University's private road leading from Public Road Number 1937, to the location of the leased land, dam and pumping station. The State of North Carolina through The University of North Carolina at Chapel Hill shall maintain said private road and shall control the gate at the start of said road. The Party of the Second Part shall maintain any road on or across the premises herein leased, unless other written agreement as to such maintenance is entered into between The University of North Carolina at Chapel Hill and the Party of the Second Part.

Item 6. Utilities. The Party of the Second Part shall pay for its own utilities, and shall install or have installed meters necessary to record its use of electricity and water.

Item 7. Taxes. The Party of the Second Part agrees and covenants to reimburse the State, The University of North Carolina, or The University of North Carolina at Chapel Hill for any ad valorem or property taxes on the real property upon which University Lake and Dam is situated and the land area owned by the University making up University Lake Watershed, dam, pumping station, and any replacements, enlargements, or improvements which are constructed thereon or installed therein. Said reimbursements shall be only for those taxes assessed and due after the execution of this lease, and only for so long as said property is maintained as a protected watershed in its natural state. Said reimbursements shall be made within a reasonable time after the Party of the Second Part is presented with a copy of the paid tax bill or other suitable documentation. Nothing in this item or any other item of this lease shall be construed as authority or permission for the Party of the Second Part to enlarge the dam without the prior written consent of The University of North Carolina at Chapel Hill.

Item 8. Nuisance and Regulation. The party of the second part agrees not to commit or permit any nuisance on the property hereby leased. The party of the second part further agrees throughout the term of this lease agreement, at its own expense, to promptly comply with the requirements of every applicable statute, law, ordinance, regulation, or order by any Federal, State, municipal, or other public body, department, commission, bureau or officer with respect to the University Lake, the University Lake pumping station and any additional facilities, and the use and occupancy thereof. Provided noncompliance therewith shall not constitute a crime or an offense punishable by fine or imprisonment, the party of the second part may, at its own expense, contest the validity of any statute, law, ordinance, regulation, or order and such noncompliance by the party of the second part during such contest, provided such contest shall be diligently prosecuted, shall not be deemed a default under this lease. The party of the second part shall indemnify and hold harmless the State of North Carolina, The University of North Carolina, and The University of North Carolina at Chapel Hill from any violation or said applicable statute, law, ordinance, regulation or order and any and all liabilities, claims, suits, demands, penalties, fines, forfeitures or rebates which may be asserted or assessed against the State of North Carolina, The University of North Carolina, The University of North Carolina at Chapel Hill, or any of their agents, arising out of or due to the party of the second part's use, operation or maintenance of the property hereby leased.

Item 9. Control. The property hereby leased shall be operated by the party of the second part entirely free from the control and direction of the State, subject to the conditions herein contained and excepting laws, ordinances, etc., applicable to all similar properties, and the relationship herein created is strictly the relationship of lessor and lessee, it being understood that the parties are not principal and agent.

Item 10. Non-assignability. The Lessee shall not assign this lease or sublet the leased premises.

WITH RESPECT TO UNIVERSITY LAKE

Item 11. Use. There is also granted to the party of the second part the right to control and use University Lake, the right of impoundment of the stream above the Dam situated on the area leased, and the control of the land surrounding said Lake for a horizontal distance of 100 feet above the Lake for the following purposes:

a. The exclusive right to take water from University Lake for municipal water supply purposes as aforesaid;

b. To use the water flow in University Lake and to impound water to elevation 349.0, realizing that flood flow may exceed said elevation;

c. To use said Lake and regulate the use thereof for purposes consistent with its use as a municipal water supply.

Item 12. Pollution. Party of the second part shall be responsible for controlling the level of pollution in the University Lake, and shall remove any build up or congestion of debris, rubbish, etc. from under the public roadway bridges running over the back water of University Lake.

Item 13. Reserved Rights. The State of North Carolina hereby reserves for itself and The University of North Carolina at Chapel Hill the right to manage the land it owns around the University Lake provided that such management does not impair the quality and taste of the University Lake Water. Such management shall include, but not be limited to, the maintenance and operation of plant nurseries, of the Frances Owen Blood Laboratory, of the warden's house, of the seismograph by the University's Department of Geology, of boat storage facilities for the University's crew, and of reasonable lumbering activities. The State of North Carolina hereby reserves for The University of North Carolina at Chapel Hill the right to use the University Lake for recreational and research purposes which are approved by the party of the second part under regulations approved by the State of North Carolina Commission for Health Services, and by permit required by said commission, and which do not impair the quality and taste of the University Lake water. The State of North Carolina hereby reserves for itself and for The University of North Carolina at Chapel Hill the right to cross the deck on the top of the University dam in order to reach the property on the side opposite the present pumping station and to allow students and faculty of the University to perform water testing and other studies, and the right of access to and use of University Lake, and the surrounding land areas for the purposes as set out herein above.

MISCELLANEOUS PROVISIONS

Item 14. Notices. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the State of North Carolina, in care of Vice Chancellor, Business

and Finance, University of North Carolina at Chapel Hill, 103 South Building, Chapel Hill, North Carolina 27514, and to the Party of the Second Part when addressed to Orange Water and Sewer Authority, Jones Ferry Road, Carrboro, North Carolina. Nothing herein contained shall preclude the giving of such written notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice given by such party to the other, as hereinbefore provided.

Item 15. Quiet Enjoyment. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

Item 16. Wardens. The Authority agrees to employ at least two (2) wardens to be stationed at the University Lake for the purposes of the management of the University Lake watershed, control of access to the watershed, and the University Lake itself, the day-to-day management of and the operation of the pumping facilities at University Lake, continuing observation of the University Lake dam and the University Lake water level, for the purposes of informing the Authority of anything that needs the Authority's attention, and such other duties with respect to protecting the watershed as may be assigned to them by the Authority from time to time. University agrees to lease to the Authority on an annual basis, in accordance with the lease attached as Attachment "2" hereof, the warden's house for use by the wardens. Reasonable rental for the use of such house shall be paid by the Authority. University agrees to maintain said house and Authority agrees to pay for all utilities.

By mutual written prior agreement between the State through The University of North Carolina at Chapel Hill and The Authority, the terms of this item may be changed, modified or cancelled.

Item 17. Default. Each of the following shall be deemed a default by the party of the second part and a breach of this lease: (1) default in the performance of any other covenant or condition of this lease on the part of the party of the second part for a period of forty-five (45) days after written notice by the University of North Carolina at Chapel Hill on behalf of the State of North Carolina to the party of the second part specifying such default and requiring it to be remedied; provided, however, in the case of a default which cannot with due diligence be remedied by party of the second part within a period of forty-five (45) days, if the party of the second part proceeds as promptly as may reasonably be possible after the service of such notice and with all due diligence to remedy the default and thereafter to prosecute the remedying of such default with all due diligence, the period of time after the giving of such notice within which to remedy the default shall be extended for such period as may be necessary to remedy the same with all due diligence; (2) if the party of the second part shall voluntarily file a petition in bankruptcy or insolvency or shall file a voluntary petition for an arrangement or reorganization under the bankruptcy laws of the United States or under any insolvency act of any state or shall take advantage of any insolvency act by voluntary petition or assignment for the benefit of creditors, or (3) if the party of the second part shall be adjudicated a bankrupt through involuntary proceedings, or if, in any such voluntary proceedings a debtor in possession, receiver, trustee, assignee or other similar custodian of the party of the second part's property shall be appointed, unless any such proceedings shall be vacated, and such debtor in possession, receiver, trustee, assignee or similar custodian of the party of the second part's property discharged within ninety (90) days from the date of the happening of any such event. In the event of any such default by the party of the second part, and at any time thereafter following the expiration of the applicable grace period, if any above provided, The University of North Carolina at Chapel Hill on behalf of the State of North Carolina may serve a written notice upon the party of the second part that The University of North Carolina at Chapel Hill on behalf of the State of North Carolina elects to terminate this lease upon a specified date not less than thirty (30) days after the serving of such notice and this lease shall then expire on the date so specified as if that date had been originally

fixed as the expiration date of the term herein granted. In the event that this lease shall be terminated as hereinabove provided, or by summary proceedings or otherwise, or in the event that the demised premises shall be abandoned by the party of the second part, the State of North Carolina through The University of North Carolina at Chapel Hill, or its agents, servants, or representatives, may immediately or at any time thereafter, re-enter and resume possession of the premises herein leased, and remove all persons and property therefrom either by summary ejectment proceedings or by a suitable action or proceeding at law, or by force or otherwise, without being liable for any damages therefor. Re-entry by the State of North Carolina shall not be deemed an acceptance of a surrender of this lease.

Item 18. Strict Performance. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by both parties.

Item 19. Parties. This lease shall inure to and be binding upon the parties hereto, their successors and assigns.

Item 20. Acceptance. By accepting this instrument, the party of the second part further agrees to be bound by all of its terms and conditions.

IN WITNESS WHEREOF, THE STATE OF NORTH CAROLINA, acting at the request of The University of North Carolina at Chapel Hill, has caused this instrument to be executed in its name by James E. Holshouser, Jr., Governor, attested by Thad Eure, Secretary of State and the Great Seal of the State of North Carolina hereto affixed by virtue of the power and authority aforesaid, and Orange Water and Sewer Authority has caused this instrument to be executed by its duly authorized officials and said parties have executed same in duplicate originals.

STATE OF NORTH CAROLINA

Governor

ATTEST:

Secretary of State

ORANGE WATER AND SEWER AUTHORITY

BY _____ (SEAL)
Chairman

ATTEST:

Secretary

APPROVED AS TO FORM:

Rufus Edmisten, Attorney General

By _____

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Sarah Jones, a Notary Public in and for said County and State, do hereby certify that JAMES E. HOLSHOUSER, JR., Governor of the State of North Carolina and THAD EURE, Secretary of the State of North Carolina, personally came before me this day and being by me duly sworn says each for himself that he knows the Great Seal of the State of North Carolina and that the seal affixed to the foregoing instrument is the Great Seal of the State; that JAMES E. HOLSHOUSER, JR., Governor of said State, and THAD EURE, Secretary of State, subscribed their names thereto; that the said Great Seal of the State of North Carolina was affixed thereto, all by virtue of a resolution of the Council of State and by the Governor of said State, and that said instrument is the act and deed of the State of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 9th day of August, 1976.

Sarah Jones
Notary Public

My commission expires: Jan. 11, 1978

SARAH JONES NOTARY PUBLIC DARE COUNTY, N.C.

STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Iva S. Green, a Notary Public in and for the County and State aforesaid, do hereby certify that Robert Epting, personally came before me this day and acknowledged that he is Secretary of ORANGE WATER AND SEWER AUTHORITY and that by authority duly given and as an act of ORANGE WATER AND SEWER AUTHORITY the foregoing instrument was signed by Paul K. Morris, its Chairman, attested by himself as Secretary, and sealed with the common seal of said Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 30th day of July, 1976.

IVA S. GREEN NOTARY PUBLIC DURHAM COUNTY

Iva S. Green
Notary Public

My commission expires: March 23, 1977

STATE OF NORTH CAROLINA—ORANGE COUNTY

THE FOREGOING CERTIFICATE (S) OF Sarah Jones and Iva S. Green, Notaries Public

CORRECT

THIS THE 15th DAY OF February A.D. 19 77

BETTY JUNE HAYES, REGISTER OF DEEDS

BY: ASSISTANT/DEPUTY

Prepared by and Emmie Dannii

FILED

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BETTY JUNE HAYES
REGISTER OF DEEDS

STATE OF NORTH CAROLINA

COUNTY OF ORANGE

THIS LAKE USAGE AGREEMENT, made and entered into this: 31st day of March, 2014 by and between ORANGE WATER AND SEWER AUTHORITY, of the County of Orange, State of North Carolina, hereinafter referred to as the "AUTHORITY"; the CAROLINA WOMENS ROWING TEAM, and the UNIVERSITY OF NORTH CAROLINA CREW CLUBS, hereinafter referred to as the "Clubs", the words "Club" and "Clubs" being construed to mean the clubs' members, individually and as a group, and all of the aforementioned clubs as a group.

TERMS AND CONDITIONS OF USE:

Acknowledging the provisions of the above mentioned lease agreement, the parties agree. that use of the University Lake and environs by the Clubs shall be in accordance with the following provisions:

1. The Clubs may use for Club operations, storage, and maintenance the boat dock and existing boathouse building located adjacent to the lake shore to the north of the public dock facilities (hereinafter the "Club facilities"); provided, however, said dock and building facilities shall not be used for any general meeting, social or other activity or purpose inconsistent with the purposes for which they were constructed; and provided further that such use shall in no way interfere with the Authority's use and operation of the University Lake as a public drinking water reservoir.

2. Except as specifically provided herein, the Club shall have no lake or shore privileges other than those which are provided to the general public. Requests for any additional privileges or other matters not covered by this agreement must be submitted to the Lake Warden in writing and shall not be deemed granted except by written notice from him.

3. This Lake Usage Agreement shall commence on the date hereof, and unless sooner terminated as herein provided, shall terminate with respect to each Club on January 31 of each calendar year hereafter unless it is re-executed on behalf of the Club by the Club's Head Coach or President prior to such termination. The Authority reserves the right to immediately terminate this Agreement as to any Club or with respect to individual members of a Club if one or more of the covenants herein are violated or otherwise not adhered to.

4. No Club shall sublet or assign its rights hereunder, nor shall a Club permit any person not a member of the Club the use of and access to the property as specified herein unless prior written approval is granted by an authorized agent of the Authority. Only those persons who are current members of the Club and who have had their names placed on a current and official active member roster held by the University Lake Warden shall have the right to enter and use the property under the conditions specified. A roster of active Club members and actively used boats shall be provided to the Lake Warden by each Club and kept at the Warden's office for the convenience of the Warden and of the Club members.

Official race events should be scheduled at the beginning of the semester. Additional events must be scheduled with the Warden at least fourteen (14) days prior to the event. Final approval of arrangements pertaining to parking, duration of the event, participant involvement, event date and other information as may be pertinent shall be obtained from the Lake Warden in writing prior to the event.

5. With the understanding that the University of North Carolina at Chapel Hill retains ownership and management of the Club facilities, the Clubs shall, at their own expense, maintain and repair all existing site structures and equipment used by them, including but not limited to the boat storage building, boat dock, and appurtenant facilities. Normal maintenance and repairs shall not be construed to include construction of new facilities or additions or external modifications to the existing facilities. In the event that any Club wishes to construct new facilities or make additions or external modifications to existing facilities, all pertinent plans and specifications must be approved in writing by the Authority prior to initiation of said projects. The Clubs agree to maintain and to leave all such facilities, whether now existing or hereafter constructed, in as good condition as when received, ordinary wear and tear accepted. Maintenance shall include, but is not limited to, general site care, regular cleaning of grounds to remove trash, debris and clutter, and maintaining structures and appurtenances in a manner so as to not detract from the aesthetic quality of the surrounding area. In the event that any Club facility or structure shall deteriorate into a hazardous condition or state of major disrepair and the Clubs shall fail to repair or remove such facility within sixty (60) days after receipt of notice from the Authority or the University, either the Authority or the University may remove such structure or facility at the expense of the Clubs. Notwithstanding the foregoing, neither the Authority nor the University shall have any responsibility or liability to the Clubs or any Club member or guest, to insure that structures and facilities are safe or suitable for use by the Clubs.

6. The Clubs agree to periodically trim grass and keep the premises clean of all litter, trash and mowing obstructions.

7. In its use and maintenance of the premises, no Club shall commit, permit or maintain any nuisance conditions or activities upon any property of the Authority including the entire University Lake property leased to the Authority. Each Club further agrees throughout the term of this Agreement, at its own expense, to comply with the requirements of every applicable statute, law, ordinance, regulation, or order by any Federal, State, or other Public Body, Department, or Commission with respect to the maintenance, operation and use of the herein specified facilities including permits, licenses, and authorizations. Nor shall a Club commit or permit the commission of any illegal, obnoxious or disreputable conduct at the University Lake premises.

8. Each Club agrees to adhere to the following regulations and policies of the Authority concerning the use of the University Lake and the site herein specified for the Club's use, and to further adhere to the rules, regulations and policies governing use of the Lake premises by the public, unless superseded herein.

A. The Club shall always secure the walk-through entrance gate at all times that the lake is closed to the general public. No person shall climb over or under the fence under any circumstances.

B. Any boat used by the Club on the lake shall contain such safety equipment as the North Carolina Wildlife Commission normally requires to insure the safety of occupants, consistent with the activity in question.

C. Any launch operated by the Club shall be operated in a safe manner at a speed no faster than is necessary to keep up with the crews and shall contain sufficient approved flotation devices to aid Club members in practice boats in case of emergency.

D. The Club shall conduct its activities in a manner consistent with the safety and enjoyment of other persons using the lake.

E. Club members will use only the established path to enter and exit the herein described site. The Club shall post signs around the site to inform the general public of the restricted area, subject to the direction and control of the Lake Warden.

F. No deliberate body contact with the water will be permitted (no swimming).

G. No alcoholic beverages or illegal drugs shall be possessed or consumed by the Clubs, their members, guests or invitees on or around the Lake.

H. All vehicles shall be parked in designated parking lot. No vehicles shall be parked so as to create a hazard or impediment for vehicles entering or exiting the lake area, subject to the direction and control of the Lake Warden.

1. All vehicles parked within the fenced area shall be located in an area designated by the Warden.

]. Any launch operated by a Club shall not exceed reasonable length and no gasoline motor used in conjunction with such a launch shall exceed ten (10) horsepower.

K. An experienced, qualified launch operator must always be present in the launch and on the water during the Club's use of the premises at hours other than the normal public use hours for the lake.

9. Before any club member, prospective club member or guest may use the Lake; such person shall sign a statement as to the following:

A. That he or she is a competent swimmer.

B. That he or she has read and understands the Agreement pertaining to the use of University Lake and will abide by the specific regulations related to that use.

C. That he or she is aware of the dangers involved in such use of the Lake and assumes the risk of any injury or harm he or she may suffer in using the Lake premises, and waives, releases and will indemnify the Authority and the University from all responsibility and liability for any damages, casualty or injury he or she might sustain on the premises, except damage caused by gross negligence of the Authority or its employees.

D. That he or she releases the Authority from any responsibility and liability for damage to or loss of vehicles and other property except for damage or loss due to gross negligence of the Authority or its employees. Each Club is responsible for providing each Club member, prospective Club member and guest with a statement containing the above provisions which is to be signed. Upon request, each club will provide to the Lake Warden current statements.

10. The Authority and its agents hereby reserve the right to enter upon or cross that section of the site which is used by the Clubs and which is specified in this document, for the purpose of inspection of the site or to carry out official Authority business. Such official business shall include, but not be limited to, maintenance and/or improvement of the University Lake dam facilities. Nothing contained herein shall in any way effect or impair the rights of tile Clubs under the lease agreement dated 9 August, 1976, executed by and between the State of North Carolina and the Orange Water and Sewer Authority; provided, however, that the Authority shall not be liable to the Clubs or to any member thereof for any interruption or interference of Club activities caused by the Authority's operation and maintenance of the University Lake. In the event that the Authority's duties or obligations pursuant to any law, statute, ordinance, regulation or Court Order shall require that any Club facility be removed or relocated, the Clubs shall promptly remove or relocate the same, at their expense, upon receipt of notice from the Authority. If the Clubs shall fail to comply with such notice in a timely manner, the Authority may remove the facility at the expense of the Clubs without responsibility for damage to Club property which may be located therein.

11. Each Club agrees that the Lake Warden is authorized to enforce all lake use regulations and to place certain restrictions upon the Club as a whole or upon individual Club members, or any lake user, if in his opinion there are prevailing circumstances which necessitate such action.

12. Except in the case of gross negligence or willful misconduct on the part of the Authority or its employees, each Club acknowledges for itself and its members that the Authority shall not be liable for damages to or theft of any property owned, operated or in the possession of the Clubs or any of their members, or any persons not associated with the Clubs and will hold the Authority and the University harmless with respect thereto. Each Club also acknowledges for itself and its members that, except in the case of negligence of the Authority or its employees, neither the Authority nor the University shall have any liability for accident or casualty sustained while any person, whether associated with a Club or not, is attending, engaged in, or participating in any activities of the Club, whether those activities be as a part of the Club or individual acts by one or more persons, and that the Clubs will hold the Authority and the University harmless with respect thereto.

13. Any decision of the Lake Warden concerning interpretation or application of the provisions of this Agreement, operation of the University Lake premises or enforcement of the rules and regulations contained herein or applicable to the general public may be appealed to a committee consisting of the General Manager of Operations for the Authority, the Director of Club Sports at the University and the student President of the Sports Club Council. The decision of the Lake Warden will nevertheless remain in effect during the appeal process. Decisions of the Committee may be appealed by any party to the Executive Director of the Authority, whose decision in the matter will be final. Notwithstanding the foregoing, actions or decisions by the Authority related to its responsibility to prevent any circumstances which might impair the quality or taste of the University Lake water shall not be subject to appeal to the Committee. Such actions and decisions may be appealed only to the Executive Director of the Authority, whose decision will be final.

14. In consideration of the mutual promises herein described, each Club agrees to pay a yearly lake usage fee of ONE HUNDRED DOLLARS AND FIFTY ($150.00). These fees are to be paid to the Authority on or before October 1st of each calendar year. If the fees are not paid or if this Agreement is not executed prior to the commencement of use, the Club will be in violation of this Agreement and subject to lose all use privileges as specified in this document. Payment shall be made to Orange Water and Sewer Authority and forwarded to the Customer Service Department, 400 Jones Ferry Road, Carrboro, North Carolina 27510. The Authority shall have the right to increase the fee amounts set out above from time to time in a manner consistent with increases in fees charged to the general public. Notice of any fee increase shall be sent to the Assistant Director for Club Sports, Campus Recreation Box #8610, University of North Carolina at Chapel Hill, Chapel Hill, North Carolina 27599, at least 60 days prior to the effective date of such increase.

15. Nothing contained herein shall in any way effect or impair the rights of the Orange Water and Sewer Authority or the University of North Carolina at Chapel Hill under the lease agreement dated 9 August, 1976, executed by and between the State of North Carolina and the Orange Water and Sewer Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized officials on the day and year indicated herein.

CAROLINA WOMENS ROWING TEAM

By: _____
Sarah Haney
Head Coach, UNC Women's Varsity

[redacted]

ORANGE WATER AND SEWER AUTHORITY

By: _____ T.T. 4/7/2014
Ed Kerwin
Executive Director, OWASA

STATE OF NORTH CAROLINA

COUNTY OF ORANGE

THIS LAKE USAGE AGREEMENT, made and entered into this: _____ day of _____, 20___ by and between ORANGE WATER AND SEWER AUTHORITY, (herein "OWASA"), a public corporate entity organized and operating pursuant to the provisions of Chapter 162A of the North Carolina General Statutes, with its principal offices located at 400 Jones Ferry road, Carrboro, North Carolina, 27510, and the UNIVERSITY OF NORTH CAROLINA BASS FISHING TEAM, an unincorporated entity composed of students enrolled at the University of North Carolina who have obtained official membership in the University's officially recognized and sanctioned Bass Fishing Team, whose agent and effective mailing address are: _____.

W I T N E S S E T H

WHEREAS, OWASA is the lessee of University Lake and a surrounding perimeter, under a presently effective lease with the University of North Carolina at Chapel Hill, and under the said Lease, OWASA is entitled to the exclusive possession and control of the said Lake, as well as parking, and other improvements located nearby the Lake, affording access to and enjoyment of the Lake premises; and

WHEREAS, certain students presently enrolled at the University of North Carolina at Chapel Hill have formed an unincorporated group whose members have associated themselves together to participate as a team in bass fishing team activities and competitions, and in that pursuit, Team Members, for themselves and their successor Team members, have requested that OWASA permit them to use University Lake to practice their fishing techniques; and

WHEREAS, OWASA and the UNIVERSITY OF NORTH CAROLINA BASS FISHING CLUB, including the individual members thereof, have agreed as follows:

1. OWASA and TEAM have agreed that upon certification by the University of North Carolina at Chapel Hill that the UNIVERSITY OF NORTH CAROLINA BASS FISHING CLUB is officially recognized and is sanctioned to operate as a student populated Sports Club, and upon presentation to OWASA of a current, written list of the individuals who are members of the Club, including their names, addresses, next of kin, current student status, telephone numbers and e-mail addresses, Club members so listed and who have signed statements acknowledging their duty to comply with the Rules and Provisions for Use of University Lake may have access to University Lake by and through the access area and gate(s) provided for the UNC Crew Club.

2. Access and permission to continue such use may be terminated by OWASA for any violation of the Rules and Provisions for Use of University Lake, or for any conduct which in OWASA's sole discretion, presents any risk of harm to University Lake as our

community's public water supply resource. Team Members must be and remain students enrolled at the University of North Carolina at Chapel Hill in order to exercise the privileges for access to University Lake described in this Agreement. Additional members added to the Team must be added by the Team to the roster maintained by the Lake Warden in order to have access to University Lake under this Agreement.

3. Team Members may use the Crew Club gate access, boat dock and parking area during the hours provided for use of those areas by the Crew Club for access to University Lake. These facilities shall not be used for any general meeting, social or other activity, or for any purpose inconsistent with the purposes for which they were constructed, or that might interfere with or impair the public drinking water supply for which the Lake is operated.

4. Except as specifically provided herein, the Team Members shall have no lake or shore privileges other than those which are provided to the general public. Requests for any additional privileges or other matters not covered by this agreement must be submitted to the Lake Warden in writing and shall not be deemed granted except by written notice from her/him.

5. This Lake Usage Agreement shall commence on the date hereof, and unless sooner terminated as herein provided, shall terminate on January 31 of each calendar year hereafter, unless it is re-executed on behalf of the Team by the Team's President prior to such termination. OWASA reserves the right sooner to immediately terminate this Agreement as to the Team, or as to individual members of the Team, if the duties and restrictions provided for herein are not followed.

6. The Team shall not sublet or assign its rights hereunder, nor shall the Team permit any person not a member of the Team the use of and access to the property as specified herein, unless prior written approval is granted by an authorized agent of OWASA. Only those persons who are current members of the Team and who have had their names placed on a current and official active member roster held by the Lake Warden shall have the right to enter and use the property under this Agreement. A roster of current Team members and boats to be used by those Members shall be provided to the Lake Warden by the Team and kept at the Warden's office for the convenience of the Warden and of the Team members.

7. Team Members individually, and the Team as an entity, shall keep the premises used for access to the Lake in a neat condition, undamaged by their use, free from trash, garbage or other refuse, and they shall not commit, permit or maintain any nuisance conditions or activities upon any property of OWASA including the entire University Lake and surrounding area. The Team Members and Team further agree throughout the term of this Agreement, at its own expense, to comply with the requirements of every applicable statute, law, ordinance, regulation, or order by any Federal, State, or other Public Body, Department, or Commission with respect to the maintenance, operation and use of the herein specified facilities, including the requirement to obtain permits, licenses, and authorizations required by law. Nor shall a Team commit or permit the commission of any illegal, obnoxious or disreputable conduct at the University Lake premises.

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8. The Team (including Members and the Team) agree to adhere to all of the rules and requirements pertaining to the public's access and use of University Lake, as well as the following regulations and policies of OWASA concerning their use of the University Lake and the areas they are permitted to use under this Agreement:

A. The Team shall be permitted to access the lake for scheduled Team sanctioned practice sessions only. A schedule of Team sanctioned practice sessions shall be provided to the Lake Warden by the Team and kept at the Warden's office for the convenience of the Warden and of the Team members. The Team shall only access the lake during daylight hours. Boats shall not be launched until 30 minutes before sunrise and shall be removed from the water within 30 minutes of sunset.

B. The Team shall always secure the walk-through entrance gate at all times that the lake is closed to the general public. No person shall climb over or under the fence under any circumstances.

C. Team Members using any boat on University Lake shall be responsible for Rules of Boating Safety established by law and regulation, and for assuring that the boat being used contains such safety equipment required by law or regulation.

D. Team Members and the Club shall assure that every person in any boat they are in on the Lake is wearing an approved personal flotation device at all times, and that the boat is operated by a person trained, experienced, and qualified to operate such a boat, and that the boat is operated in a safe manner. No claim shall or may be made by any person having access to the Lake under this Agreement, or by their heirs, successors or assigns, for any damages for injuries or death, or damage to property, arising out of access to or use of University Lake permitted under this Agreement

E. Gasoline motors may not be used on University Lake.

F. Boat trailers may not be used to launch boats, nor shall they be allowed to come nearer than fifty feet from the edge of the Lake. Boats transported to the parking area by trailer must be cleaned of all plant material, to the satisfaction of the Lake Warden, before being placed into the water

G. Team Members and the Team shall conduct its activities in a manner consistent with the safety and enjoyment of other persons using the lake.

H. Team Members shall not get in or get out of their boats, and will not cause or permit any body contract with Lake waters, nor shall they place, pour, empty or discharge any liquid or solid into the Lake waters. Further they will not have or make access to the Lake shore, except at places where

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such access is provided and approved by the Lake Warden for regular entry and exit.

I. No swimming.

J. No alcoholic beverages or illegal drugs shall be possessed, consumed, concealed, discharged or discarded on or around the Lake.

K. All vehicles operated by Team Members shall be parked in the designated parking area. No vehicles shall be parked so as to create a hazard or impediment for vehicles entering or exiting the lake area, subject to the direction and control of the Lake Warden. OWASA shall not be responsible for the safety or security of persons or property in or damaged by such vehicles.

7. Before any Team member may use the Lake; such person shall sign a statement as to the following:

A. That he or she is a competent swimmer.

B. That he or she has read and understands the Agreement pertaining to the use of University Lake and will abide by the specific regulations related to that use.

C. That he or she has read and understands OWASA's lake rules and regulations.

D. That he or she is aware of the dangers involved in such use of the Lake and assumes the risk of any injury or harm he or she may suffer in using the Lake premises, and waives, releases and will indemnify OWASA and the University from all responsibility and liability for any damages, casualty or injury he or she might sustain arising out of his or her use of the University Lake or the premises they are allowed to use under this Agreement.

E. That he or she releases, and covenants not to make any claim against, and will indemnify, OWASA from and against any claim of liability for injury, damage or loss arising out of his or her use of the premises as provided under this Agreement.

F. That he or she understands and agrees that OWASA has no responsibility to provide, and will not provide, any property protection, security, life-saving, or other services to the Team or Team Members, and that access and permission to use University Lake and nearby areas is allowed solely upon the understanding that the Team Members will do so at their own

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risk and that they accept sole responsibility for injuries or accidents occurring there.

G. The Team is responsible for providing each Team member with a statement containing the above provisions which is to be signed. No person shall be allowed to access or use University Lake until he or she has signed a statement acknowledging these provisions. The Team will provide to the Lake Warden current statements for every Team Member.

8. The Lake Warden is authorized to enforce all lake use regulations and to place certain restrictions upon the Team as a whole or upon individual Team members, or any lake user, if in his sole opinion such may be necessary to protect the University Lake for use as a public drinking water source, or to assure that the Rules provided herein are respected and followed.

9. Each Team Member, for himself or herself, and for the Team, acknowledges for itself and its members that OWASA shall not be liable for damages to or theft of any property owned, operated, left at the University Lake or in the possession of the Team or any of their members, or any persons not associated with the Team, and that each will hold OWASA and the University harmless with respect thereto. The Team also acknowledges for itself and its members that neither OWASA nor the University shall have any liability for accident or casualty sustained while any person, whether associated with a Team or not, is attending, engaged in, or participating in any activities of the Team, whether those activities be as a part of the Team or individual acts by one or more persons, and that the Team will hold OWASA and the University harmless with respect thereto.

10. Any decision of the Lake Warden concerning interpretation or application of the provisions of this Agreement, operation of the University Lake premises or enforcement of the rules and regulations contained herein or applicable to the general public may be appealed to a committee consisting of the General Manager of Operations for OWASA, the Director of Team Sports at the University and the student President of the Sports Team Council. The decision of the Lake Warden will nevertheless remain in effect during the appeal process. Decisions of the Committee may be appealed by any party to the Executive Director of OWASA, whose decision in the matter will be final. Notwithstanding the foregoing, actions or decisions by OWASA related to its responsibility to prevent any circumstances which might impair the quality or taste of the University Lake water shall not be subject to appeal to the Committee. Such actions and decisions may be appealed only to the Executive Director of OWASA, whose decision will be final.

11. In consideration of the mutual promises herein described, each Team agrees to pay a yearly lake usage fee of ONE HUNDRED DOLLARS AND FIFTY ($150.00). These fees are to be paid to OWASA on or before October 1st of each calendar year. If the fees are not paid or if this Agreement is not executed prior to the commencement of

use, the Team will be in violation of this Agreement and subject to lose all use privileges as specified in this document. Payment shall be made to Orange Water and Sewer Authority and forwarded to the Customer Service Department, 400 Jones Ferry Road, Carrboro, North Carolina 27510. OWASA shall have the right to increase the fee amounts set out above from time to time in a manner consistent with increases in fees charged to the general public. Notice of any fee increase shall be sent to the Assistant Director for Team Sports, Campus Recreation Box #8610, University of North Carolina at Chapel Hill, Chapel Hill, North Carolina 27599, at least 60 days prior to the effective date of such increase.

12. Nothing contained herein shall in any way effect or impair the rights of the Orange Water and Sewer Authority or the University of North Carolina at Chapel Hill under the lease agreement dated 9 August, 1976, executed by and between the State of North Carolina and the Orange Water and Sewer Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized officials on the day and year indicated herein.

UNIVERSITY OF NORTH CAROLINA
BASS FISHING TEAM

By: _____
< NAME >
President, UNC Bass Fishing Team

UNIVERSITY OF NORTH CAROLINA
STUDENT AFFAIRS

By: _____
Winston Crisp
Vice Chancellor for Student Affairs, UNC

ORANGE WATER AND SEWER
AUTHORITY

By: _____
Ed Kerwin
Executive Director, OWASA

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