

APPENDIX E - REAL ESTATE

Savannah Harbor Expansion Project, Fish Passage at New Savannah Bluff Lock and Dam, Integrated Post-Authorization Analysis Report and Environmental Assessment

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SECTION 1. THE REAL ESTATE REPORT

1.1 Statement of Purpose

This report is tentative in nature, focuses on Alternative 2-6d, the recommended plan, and is to be used for planning purposes only. There may be modifications to the project that occur during Design/Implementation Phase (D/I), thus changing the final acquisition area(s) and/or administrative and land cost. The Real Estate Appendix is intended to support the Savannah Harbor Expansion Project, Fish Passage at New Savannah Bluff Lock and Dam, Integrated Post-Authorization Analysis Report and Environmental Assessment. The Georgia Department of Transportation and the Georgia Ports Authority are the non-Federal sponsors for the project. The date of this report is 10 October 2018.

The Savannah Harbor Expansion Project (SHEP) includes a mitigation feature to provide a fish passage at the New Savannah Bluff Lock and Dam (NSBLD) to address adverse impacts to shortnose and Atlantic sturgeon. The plan, approved in the 2012 SHEP GRR and Final EIS, was for construction and operation of a fish bypass around the NSBLD. This feature ensures compliance with the Endangered Species Act.

In December 2016, the Water Infrastructure Improvements for the Nation (WIIN) Act was signed into law, requiring the Corps to study two in-channel options in lieu of the original around the structure design.

As a modification to the SHEP, this report documents the evaluations that Savannah District performed to identify how the SHEP fish passage feature should be modified to meet the requirement of the WIIN Act of 2016.

The 2016 WIIN Act deauthorizes the NSBLD and provides the Secretary of the Army with options to modify the SHEP fish passage feature as follows:

Option A: Repair the NSBLD lock wall and modify the structure such that the structure is able to:

Maintain the pool for navigation, water supply, and recreational activities

Allow safe passage over the structure to historic spawning grounds of shortnose sturgeon, Atlantic sturgeon, and other migratory fish; Or

Option B: Construct, at an appropriate location across the Savannah River, a structure that is able to maintain the pool for water supply and recreational activities; and

Removal of the New Savannah Bluff Lock and Dam on completion of construction of the fish passage structure; and

Following the construction of the in-channel weir and fish ramp, and demolition of the NSBLD, the Corps will convey the adjacent park, recreation lands to Augusta-Richmond County, Georgia, without consideration.

1.2 Study Authority

The legislative authority for the Savannah Harbor Expansion Project is Section 102(b)(9) of WRDA 2000 (Public Law 106-53). The legislative authority for this Post Authorization Analysis Report is

Section 1319 of the 2016 Water Infrastructure Improvements for the Nation Act (WIIN), which is worded as follows:

“SEC. 1319. NEW SAVANNAH RIVER BLUFF LOCK AND DAM, GEORGIA AND SOUTH CAROLINA”

(a) DEFINITIONS.—*In this section, the following definitions apply:*

(1) NEW SAVANNAH BLUFF LOCK AND DAM.—*The term “New Savannah Bluff Lock and Dam” means—*

(A) the lock and dam at New Savannah Bluff, Savannah River, Georgia and South Carolina; and

(B) the appurtenant features to the lock and dam, including—

(i) the adjacent approximately 50-acre park and recreation area with improvements made under the project for navigation, Savannah River below Augusta, Georgia, authorized by the first section of the Act of July 3, 1930 (46 Stat. 924), and the first section of the Act of August 30, 1935 (49 Stat. 1032); and

(ii) other land that is part of the project and that the Secretary determines to be appropriate for conveyance under this section.

(2) PROJECT.—*The term “Project” means the project for navigation, Savannah Harbor expansion, Georgia, authorized by section 7002(1) of the Water Resources Reform and Development Act of 2014 (Public Law 113–121; 128 Stat. 1364).*

(b) DEAUTHORIZATION.—

(1) IN GENERAL. — *Effective beginning on the date of enactment of this Act —*

(A) The New Savannah Bluff Lock and Dam is deauthorized; and

(B) notwithstanding section 348(l)(2)(B) of the Water Resources Development Act of 2000 (Public Law 106–541; 114 Stat. 2630; 114 Stat. 2763A–228) (as in effect on the day before the date of enactment of this Act) or any other provision of law, the New Savannah Bluff Lock and Dam shall not be conveyed to the city of North Augusta and Aiken County, South Carolina, or any other non-Federal entity.

(2) REPEAL. — *Section 348 of the Water Resources Development Act of 2000 (Public Law 106–541; 114 Stat. 2630; 114 Stat. 2763A–228) is amended—*

(A) by striking subsection (l);

(B) by redesignating subsections (m) and (n) as subsection (l) and (m), respectively.

(c) PROJECT MODIFICATIONS. —

(1) IN GENERAL.—Notwithstanding any other provision of law, the Project is modified to include, as the Secretary determines to be necessary—

(A)(i) repair of the lock wall of the New Savannah Bluff Lock and Dam and modification of the structure such that the structure is able—

(I) to maintain the pool for navigation, water supply, and recreational activities, as in existence on the date of enactment of this Act; and (II) to allow safe passage over the structure to historic spawning grounds of shortnose sturgeon, Atlantic sturgeon, and other migratory fish; or

(ii)(I) construction at an appropriate location across the Savannah River of a structure that is able to maintain the pool for water supply and recreational activities, as in existence on the date of enactment of this Act; and

(II) removal of the New Savannah Bluff Lock and Dam on completion of construction of the structure; and

(B) conveyance by the Secretary to Augusta-Richmond County, Georgia, of the park and recreation area adjacent to the New Savannah Bluff Lock and Dam, without consideration.

(2) NON-FEDERAL COST SHARE.—The Federal share of the cost of any Project feature constructed pursuant to paragraph (1) shall be not greater than the share as provided by section 7002(1) of the Water Resources Reform and Development Act of 2014 (Public Law 113–121; 128 Stat. 1364) for the most cost-effective fish passage structure.

(3) OPERATION AND MAINTENANCE COSTS.—The Federal share of the costs of operation and maintenance of any Project feature constructed pursuant to paragraph (1) shall be consistent with the cost sharing of the Project as provided by law.

1.3 Project Location

The New Savannah Bluff Lock & Dam is located along the Savannah River, approximately 13 miles downstream of the city of Augusta, Georgia as shown on Figure 1.3-1. The United States of America acquired by donation 48.27 acres in fee of which, 38.82 acres are located in Georgia and 9.45 acres are located in South Carolina for the construction of the NSBLD and the adjoining park and recreation area. Perpetual Flowage Easements were acquired over 682.39 acres of which 178.75 acres are located in Georgia and 503.64 acres in South Carolina. The value of all fee and easement owned lands at the time of acquisition was \$74,300.00. The Real Estate Project Map is shown at Figure 1.3-2.

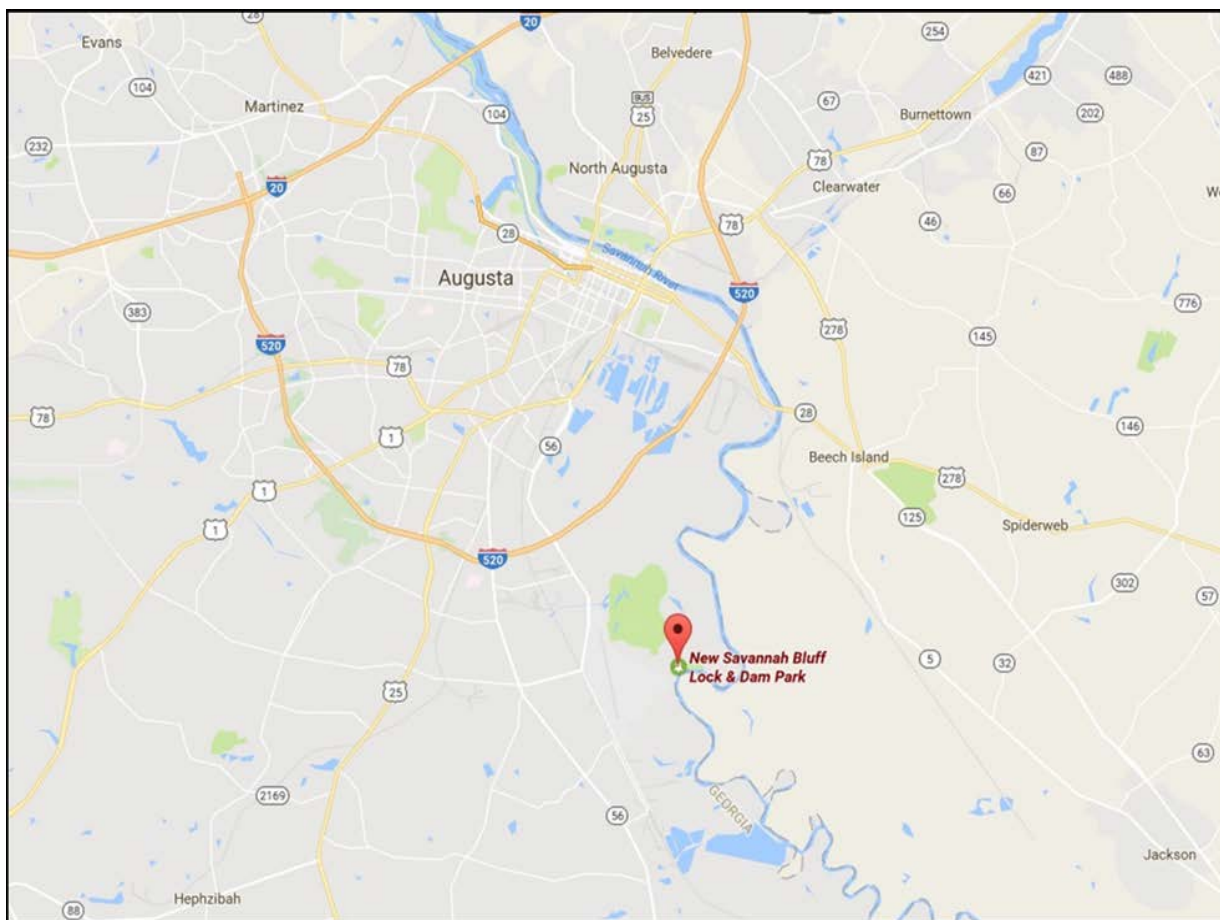


Figure 1.3-1. Project Vicinity/Location Map

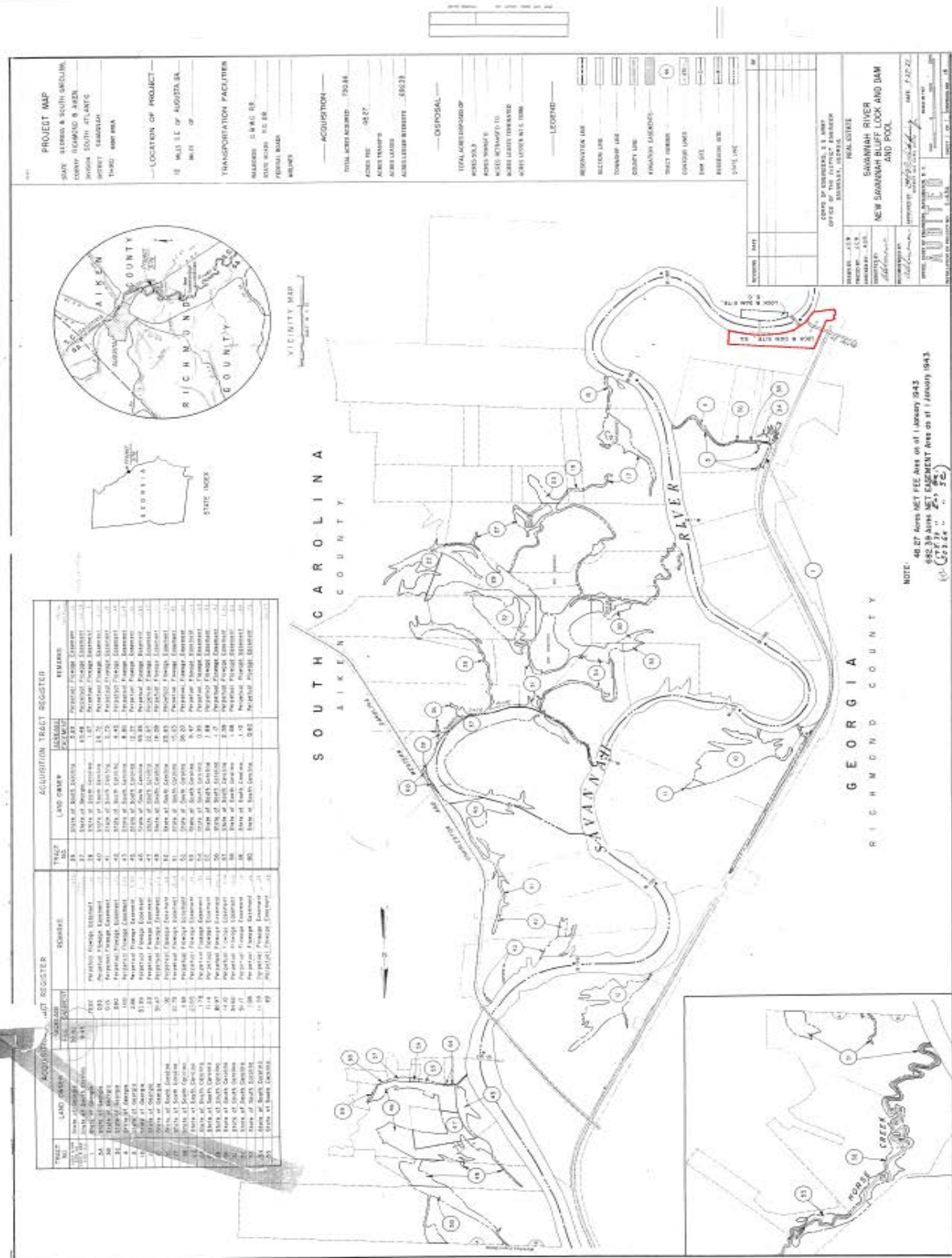


Figure 1.3-2

1.4 Project Description

The following project description was provided by Planning Division:

Fixed Crest Weir with Floodplain Bench (Alternative 2-6D)

Alternative 2-6d consists of a fixed crest weir with a rock ramp sloping upstream from the existing dam location and a low-lying floodplain bench in the right overbank to provide additional flow conveyance. The lock and dam would be removed, including the foundation down to elevation 91.2 (NAVD88). The weir would be 500 feet in width with an average crest elevation of 106.2 feet NAVD88 (107.0 NGVD29). A floodplain bench approximately 275 feet in width would be excavated down to elevation 110 NAVD88 (approximately 4.2 higher than the adjacent rock-ramp terrace) on the Georgia side of the existing dam location. The bench would ease the passage of flood waters past that point in the river. The bench was modeled as grass-lined in the HEC-RAS model to provide a hydraulically efficient flow area; though paving may be required to prevent erosion. A schematic of the general site configuration and terrain model used for this alternative is shown in Figure 1.4-1 below.

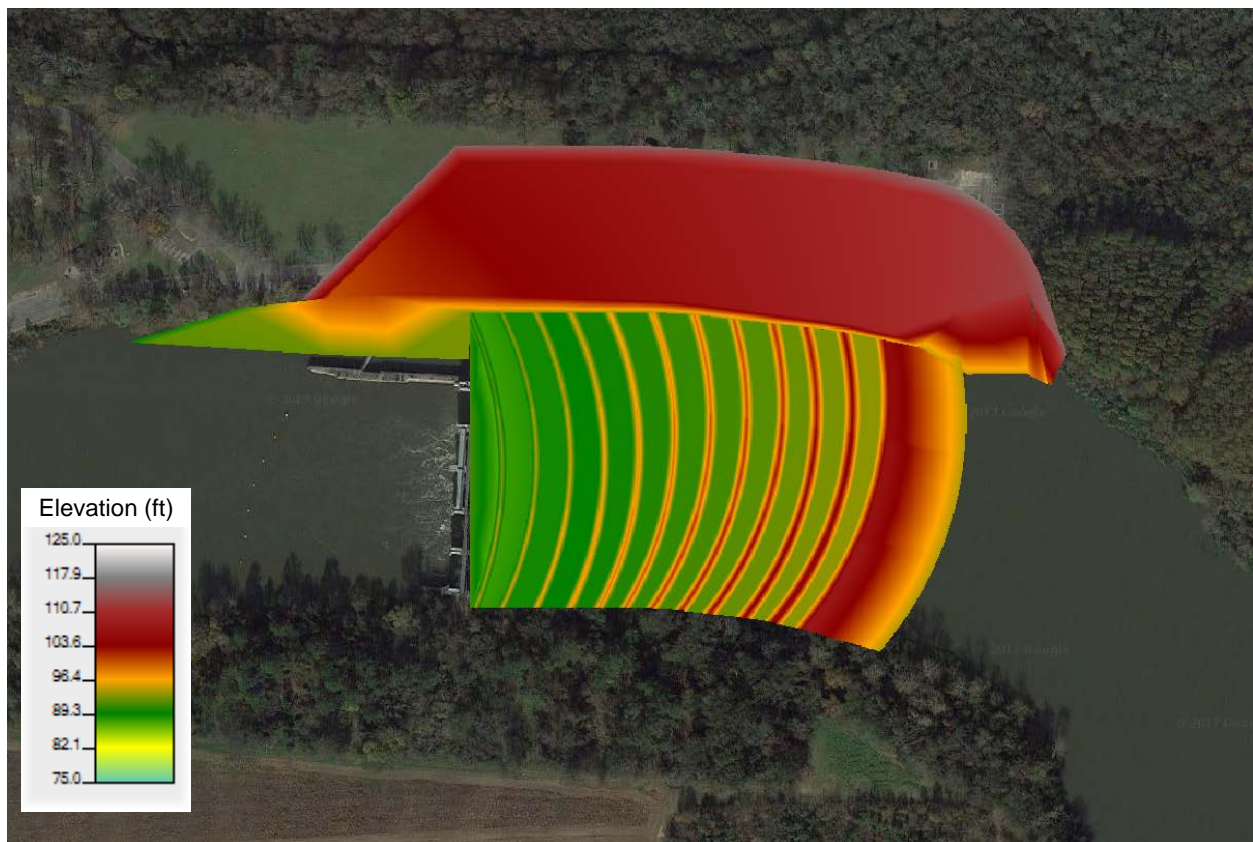


Figure 1.4-1, Alternative 2-6d Layout

This alternative would lower the normal pool elevation near the lock and dam by 1.6 feet, with impacts attenuating as you move upstream. The pool at 5th St. Bridge would be around elevation 113.9 NAVD 88 (1.1 feet lower than existing) during normal flow conditions.

1.5 Real Estate Requirements

An aerial photograph of a river bend. A red-shaded rectangular area is located on the left bank, adjacent to a boat ramp. A yellow line outlines a larger area of land on the right bank. A red arrow points from a text box to the red-shaded area. Another red arrow points from a text box to the yellow-outlined area. A black text label is visible within the yellow-outlined area.

USA owned NSBL&Ds
existing boat ramp

Approximately
10 Acres to be
acquired in Fee

100-0-004-00-0

1.6 Utility/Facility Relocation

1.7 Existing Projects

7

1.8 Environmental Impacts

The environmental impacts are addressed in the body of the main report.

1.9 Project Sponsor Responsibilities and Capabilities

The Georgia Department of Transportation along with the Georgia Ports Authority are the co non-Federal Project Sponsors (NFS). The NFS has the responsibility to acquire all Land, Easements, Rights-of-Way, Relocations, and Disposal Areas (LERRDs) required for the Project. The NFS shall accomplish all alterations and relocations of facilities, structures and improvements determined by the government to be necessary for construction of the Project. The operation and maintenance responsibilities for the proposed weir feature will be cost shared between the United States of America and the NFS. All remaining federally owned lands not required for project purposes will be conveyed by to Augusta – Richmond County as authorized by the WINN Act.

Title to any acquired real estate will be retained by the NFS and will not be conveyed to the United States Government. The 10 acres required for the relocation of the boat ramp will be conveyed by the NFS to Augusta – Richmond County upon project completion. Prior to advertisement of any construction contract, the NFS shall furnish to the government an Authorization for Entry for Construction (Exhibit “A” to the Real Estate Appendix) to all lands, easements and rights-of-way, as necessary. The NFS will also furnish to the government evidence supporting their legal authority to grant rights-of-way to such lands. The NFS shall comply with applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, approved 2 January 1971, and amended by Title IV of the Surface Transportation Uniform Relocation Assistance Act of 1987, Public Law 100-17, effective 2 April 1989, in acquiring real estate interests for the Project, and inform all affected persons of applicable benefits, policies, and procedures in connection with said Act(s).

The non-Federal sponsor is entitled to receive credit against its share of project costs for the value of lands it provides and the value of the relocations that are required for the project. Generally, for the purpose of determining the amount of credit to be afforded, the value of the LERRDs is the fair market value of the real property interest, plus certain incidental costs of acquiring those interests, that the non-federal sponsor provided for the project as required by the Government.

The Project Partnership Agreement (PPA) for the Savannah Harbor Expansion Project was executed on 08 October 2014. There is no requirement for a new PPA, however the NFS should not acquire lands required for the project prior to receiving written approval to proceed from the Savannah District Real Estate Division. Should the NFS proceed with acquisition of lands prior to receiving notification, it is at the risk of not receiving credit or reimbursement for any costs incurred in the connection with the acquisition process. There is also risk in acquiring lands either not needed for the project or not acquired in compliance with requirements for crediting purposes in accordance with 49 CFR Part 24, dated March 2, 1989. A copy of the letter notifying the NFS of these risk is attached as Exhibit B.

1.10 Government Owned Property

With the exception of the new boat ramp to be constructed, all property required for this project are Government Owned.

1.11 Historical Significance

Historical significance is addressed in the body of the main report.

1.12 Mineral/Timber Rights

There are no known mineral activities within the scope of the project.

1.13 Hazardous, Toxic, and Radioactive Waste (HTRW)

There is no known HTRW located within the project limits.

1.14 Navigation Servitude

The navigational servitude is the dominant right of the Government under the Commerce Clause of the U.S. Constitution (U.S. CONST. Art.I, §8,cl.3) to use, control and regulate the navigable waters of the United States and the submerged lands thereunder for various commerce-related purposes including navigation and flood control. In tidal areas, the servitude extends to all lands below the ordinary mean high water mark. In non-tidal areas, the servitude extends to all lands within the bed and banks of a navigable stream that lie below the ordinary high water mark. It is a power, not a property right, and the owner of the underlying land is not entitled to compensation, as the ownership interest was always subject to this right.

While Navigation Servitude is applicable to this project, exercising of this right will not be required for this project.

1.15 Zoning Ordinances

Zoning ordinances are not of issue with this project. Application or enactment of zoning ordinances is not to be used in lieu of acquisition.

1.16 Induced Flooding

There will be no flooding induced caused by the construction or the operation and maintenance of the project.

1.17 Public Law 91-646, Relocation Assistance Benefits

Public Law 91-646, Uniform Relocation Assistance provides entitlement for various payments associated with federal participation in acquisition of real property. Title II makes provision for relocation expenses for displaced persons, and Title III provides for reimbursement of certain expenses incidental to transfer of property. There will be no relocation of persons or Title II costs associated with the project. Title III expenses for the areas acquired in fee will be determined after the final design plans and specifications have been completed.

1.18 Attitude of Property Owners

This project is not fully supported. There are known objections to the project from landowners within the project area that have already indicated that they would not willing sellers should their lands be needed.

1.19 Acquisition Schedule

The project sponsor is responsible for acquiring real estate interests required for the project. It is projected that the 10 acres to be acquired in fee for the relocation of the existing boat ramp can be completed within twelve (12) months from notice to proceed with acquisition. The Project Sponsor, Project Manager and Real Estate Technical Manager will formulate the milestone schedule upon project approval to meet dates for advertisement and award of a construction contract.

1.20 Estates for Proposed Project

The following standard Fee Simple will be used for the acquisition of lands required for the relocation of the existing government owned boat ramp.

FEE.

The fee simple title to the land described in Schedule A, Tract No. 61, Subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

1.21 Real Estate Disposal - Transfer of Ownership

Approximately 50 acres of fee owned lands and improvements located in Georgia along with a portion of the Lock and Dam are currently under a ten (10) year lease to Richmond County, Georgia. A copy of the Lease DACW-21-1-09-2013 dated 17 July 2009 can be found at Exhibit C.

As authorized by the WINN Act and upon project completion, all fee owned lands located on the Georgia side of the lock and dam that are currently leased to Augusta-Richmond County and not required for this project will be disposed of to the lessee. Upon project completion, the NFS will convey the 10 acres acquired for the relocation of the existing boat ramp to Augusta – Richmond County. The County will be responsible for the operations and maintenance of all lands conveyed. A map of the 50 acres currently leased is shown on Figure 1.21-1. All remaining fee and easement lands will be retained by the Government.

The estimated administrative cost associated with the transfer of ownership is \$20,000.00. Prior to transferring ownership, Savannah District Planning Division will complete all necessary environmental studies appropriate for this transfer.

1.22 Real Estate Estimate

The Gross Appraisal was completed on 16 April 2018 and approved on 24 April 2018. The estimated real estate costs include the value of the land and all federal and non-federal administrative costs for acquisition as well as the federal disposal cost. Administrative costs for the acquisition are those costs incurred for verifying ownership of lands, certification of those lands required for project purposes, legal opinions, analysis or other requirements that may be necessary during Design/Implementation Phase (D/I). A 25% contingency is applied to the estimated total for these items. Table 1.22-1 is a summary of the real estate cost.

Table 1.22-1

Alternate 2-6d - Acquisition Cost Estimate			
a. Lands			
	Fee	1 Owner\10 Acres	\$ 22,000
	Perpetual Easement		\$ -
	Temporary Easements		\$ -
b. Improvements			\$ -
	Residential		\$ -
	Commercial		\$ -
c. Mineral Rights			\$ -
d. Damages			\$ -
e. P. L.. 91-646			\$ -
f. Acquisition Cost - Admin			\$ 85,000
	Federal Disposal Cost	\$ 20,000.00	
	Federal Acquisition Cost	\$ 15,000.00	
	Non-Federal	\$ 50,000.00	
		\$ 85,000.00	
Sub-Total			\$ 107,000
	25% contingencies		\$ 26,750
TOTAL			\$ 133,750
ROUNDED			\$ 134,000

1.23 Chart of Accounts

The cost estimate for all Federal and non-Federal real estate activities necessary for implementation of the project after completion of the feasibility study for land acquisition, construction, LERRDs, disposal and other items are coded as delineated in the Cost Work Breakdown Structure (CWBS). This real estate cost estimate is then incorporated into the Total Current Working Estimate utilizing the Microcomputer Aided Cost Engineering System (MCACES).

Table 1.23-1

Savannah Harbor Expansion Project - Chart of Accounts - Alternate 2-6d

	FEDERAL COST	NON- FEDERAL COST	TOTALS
01A PROJECT PLANNING			
Other			
Project Cooperation Agreement			\$ -
01AX Contingencies (25%)			\$ -
Subtotal			\$ -
01B LANDS AND DAMAGES (ADMIN)			
01B40 Acq/Review of PS	\$ 35,000.00	\$ -	\$ 35,000.00
01B20 Acquisition by PS		\$ 50,000.00	\$ 50,000.00
Bypass Fed Acq	\$ -		\$ -
01BX Contingencies (25%)	\$ 8,750.00	\$ 12,500.00	\$ 21,250.00
Subtotal	\$ 43,750.00	\$ 62,500.00	\$ 106,250.00
01H AUDIT			
01H10 Real Estate Audit			\$ -
01HX Contingencies (15%)			\$ -
Subtotal			\$ -
01R REAL ESTATE LAND PAYMENTS			
01R1B Land Payments by PS		\$ 22,000.00	\$ 22,000.00
01R2B PL91-646 Relocation Pymt by PS			\$ -
01R2C Review of PS			\$ -
Bypass Lands		\$ -	\$ -
01RX Contingencies (25%)		\$ 5,500.00	\$ 5,500.00
Subtotal		\$ 27,500.00	\$ 27,500.00
TOTALS	\$ 43,750.00	\$ 90,000.00	\$ 133,750.00
ROUNDED TO			\$ 134,000.00

This Real Estate Appendix has been prepared in accordance with policy and guidance set forth in ER 405-1-12, Chapter 12, Real Estate Planning and Acquisition Responsibilities for Civil Works Projects.

Prepared by:

Realty Specialist

Reviewed and approved by:

Draft

Ralph J. Werthmann
Chief, Real Estate Division

EXHIBITS

Exhibit A - Authorization For Entry For Construction

AUTHORIZATION FOR ENTRY FOR CONSTRUCTION

I Russell McMurry, Commissioner for the Georgia Department of Transportation, do hereby certify that the Georgia Department of Transportation has acquired the real property interest required by the Department of the Army, and otherwise is vested with sufficient title and interest in lands to support construction for the Savannah Harbor Expansion Project, Georgia and South Carolina, Fish Passage at New Savannah Bluff Lock and Dam. Further, I hereby authorize the Department of the Army, its agents, employees and contractors, to enter upon Tract 61 to construct Alternative 2-6d as set forth in the plans and specifications held in the U. S. Army Corps of Engineers' Savannah District.

WITNESS my signature as _____ for the Georgia Department of Transportation this ____ day of _____, 20____.

BY: _____
(Name)

(Title)

ATTORNEY'S CERTIFICATE OF AUTHORITY

I, _____, _____ for the
(Name) (Title of legal officer)

Georgia Department of Transportation certify that Russell McMurry has the authority to grant this Authorization for Entry; that said Authorization for Entry is executed by the proper duly authorized officer; and that the Authorization for Entry is in sufficient form to grant the authorization therein stated.

WITNESS my signature as _____ for the Georgia Department of Transportation, this _____ day of _____, 20____.

BY: _____
(Name)

(Title)

Exhibit B – Sponsor Risk Letter



DEPARTMENT OF THE ARMY
SAVANNAH DISTRICT, CORPS OF ENGINEERS
100 W. OGLETHORPE AVENUE
SAVANNAH, GEORGIA 31401-3640

April 7, 2011

Real Estate Division

Subject: Savannah Harbor Expansion Project

Vance C. Smith, Jr.
Commissioner
Georgia Department of Transportation
600 West Peachtree Street
Atlanta, Georgia 30308

Dear Mr. Smith:

The intent of this letter is to formally advise the State of Georgia, as the potential non-Federal sponsor for the proposed project, of the risks associated with land acquisition prior to the execution of the Project Partnership Agreement (PPA) or prior to the Government's formal notice to proceed with acquisition. If a non-Federal sponsor deems it necessary to commence acquisition prior to an executed PPA for whatever reason, the non-Federal sponsor assumes full and sole responsibility for any and all costs, responsibility, or liability arising out of the acquisition effort.

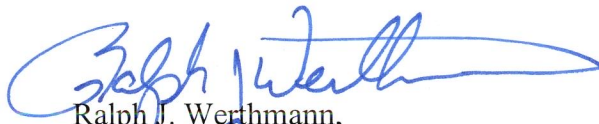
Generally, these risks include, but may not be limited to, the following:

- (1) Congress may not appropriate funds to construct the proposed project;
- (2) The proposed project may otherwise not be funded or approved for construction;
- (3) A PPA mutually agreeable to the non-Federal sponsor and the Government may not be executed and implemented;
- (4) The non-Federal sponsor may incur liability and expense by virtue of its ownership of contaminated lands, or interests therein, whether such liability should arise out of local, state, or Federal laws or regulations including liability arising out of CERCLA, as amended;
- (5) The non-Federal sponsor may acquire interests or estates that are later determined by the Government to be inappropriate, insufficient, or otherwise not required for the project;
- (6) The non-Federal sponsor may initially acquire insufficient or excessive real property acreage which may result in additional negotiations and/or benefit payments under P.L. 91-646 as well as the payment of additional fair market value to affected landowners which could have been avoided by delaying acquisition until after PPA execution and the Government's notice to commence acquisition and performance of LERRD; and

(7) The non-Federal sponsor may incur costs or expenses in connection with its decision to acquire or perform LERRD in advance of the executed PPA and the Government's notice to proceed which may not be creditable under the provisions of Public Law 99-662 or the PPA.

We appreciate the State's participation in this project. A copy of this letter will be furnished to Mr. Curtis J. Foltz, Executive Director, Georgia Ports Authority. Should you have questions or concerns pertaining to this letter please feel free to contact Mr. John S. Hinely at (912) 652-5207.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ralph J. Werthmann", with a long horizontal flourish extending to the right.

Ralph J. Werthmann,
Savannah District
Chief, Real Estate Division
Real Estate Contracting Officer

Exhibit C – Lease

**DEPARTMENT OF THE ARMY
LEASE DACW21-1-09-2013
FOR PUBLIC RECREATIONAL AND NAVIGATIONAL PURPOSES
NEW SAVANNAH BLUFF LOCK AND DAM
RICHMOND COUNTY, GEORGIA**

THIS LEASE is made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and **RICHMOND COUNTY, GEORGIA**, hereinafter referred to as the Lessee,

WITNESSETH:

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in **Exhibit "A"** being approximately 50 acres, attached hereto and made a part hereof, hereinafter referred to as the premises for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

a. Said premises are hereby leased for a term of **Ten (10) years**, beginning **December 8, 2008**, and ending **December 7, 2018**.

b. This lease replaces, but does not supersede, Lease No. DACW21-1-95-1237, entered into between the Secretary and Lessee. Execution of this instrument is evidence of the Lessee's agreement to the termination of said Lease No. DACW21-1-95-1237, effective December 7, 2008. Execution of this instrument also evidences the Lessee's agreement to be bound to fulfill any responsibilities which may have arisen or may become evident in the future as a result of Lessee's use of the premises under Lease No. DACW21-1-95-1237, and evidences Lessee's continued use of the lease premises subsequent to the expiration date of said lease and prior to the date this lease was executed.

2. CONSIDERATION

The consideration for this lease is the operation and maintenance of the premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All correspondences and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to **Richmond County, Georgia, 2927 Lumpkin Road, Post Office Box 5596, Augusta, Georgia 30906**; and if to the United States, to the **U. S. Army Engineer District**,

LEASE NO. DACW21-1-09-2013

Savannah, Corps of Engineers, Attention: Chief, Real Estate Division (CESAS-RE-MC), Post Office Box 889, Savannah, Georgia 31402-0889, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary of the Army", "District Commander", "said officer" or "Lessor" shall include their duly authorized representatives. Any reference to "Lessee" shall include, sublessees, assignees, transferees, concessionaires, and their duly authorized representatives.

5. DEVELOPMENT PLANS

a. The Lessee shall be guided by and continue to provide current facilities and activities in accordance with implementation of a Plan of Recreation Development and Management (Development Plan) attached as **Exhibit B**. The Development Plan depicts the location of existing facilities and activities that are necessary to meet the current and potential public demand which shows the facilities meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sublessees.

b. The Lessee shall provide a copy of any amendment to the Development Plan or shall submit a new Master Plan for the premises for review and written approval prior to proceeding to implement any changes in the development, management, or operation and maintenance of the premises. Once approved in writing, the amended Development Plan and/or new Master Plan shall be attached hereto and become and made a part hereof as a new exhibit to this lease. The use and occupation of the premises shall be subject to the general supervision and approval of the District Commander.

c. All structures shall be constructed and landscaping accomplished in accordance with plans approved by the District Commander. The Lessee agrees to prohibit any exclusive or private use of all or any part of the premises by any individual or group of individuals. Title to improvements constructed or placed on the premises by the Lessee or their sublessee shall remain vested in the Lessee, subject to **Condition No. 17 on RESTORATION**, and shall be maintained by the Lessee to the satisfaction of the District Engineer.

LEASE NO. DACW21-1-09-2013

d. During the term of the lease, the District Commander will notify the Lessee of any updates to the existing project Master Plan affecting the premises and the Lessee may provide comments.

e. Further, that prior to approval and implementation of any site specific development plans, the Lessee shall, without any cost to the Government, conduct any and all required environmental studies, obtain public input, accomplish any required mitigation and perform any such activities as may be required pursuant to applicable laws, regulations, and policies. This requirement shall apply to all development upon the premises currently proposed or any future development, modifications, upgrades, etc.

6. STRUCTURES AND EQUIPMENT

The Lessee shall have the right, during the term of the lease to erect such structures and to provide such equipment upon the premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in **Condition No. 17 on RESTORATION**. However, no structures may be erected or altered upon the premises unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the District Engineer. The District Engineer may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

7. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances and regulations of the state, county and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disabilities Act, as required in **Condition No. 18 on NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

8. CONDITION OF PREMISES

a. The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs or additions thereto.

b. As of the date of this lease, an inventory and condition report of all personal property and improvements of the United States included in this lease shall be made by the District Commander and the Lessee to reflect the condition of said property and improvements. A copy of said report is attached hereto as Exhibit "C" and made a part hereof. Upon the expiration, revocation, or termination of this lease, another inventory and condition report shall be similarly prepared. This report shall constitute the basis for settlement for property damaged or destroyed.

Any such property must be either replaced or restored to the condition required by the Condition No. 13 on **PROTECTION OF PROPERTY**.

9. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in **Condition No. 5 on DEVELOPMENT PLANS** either directly or through subleases or concession agreements that have been reviewed and accepted by the District Commander. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third party activities have been approved by the District Commander. The Lessee will not allow any third party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sublessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sublessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

10. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of District Commander, the Lessee shall neither transfer nor assign this lease nor sublet the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease. Failure to comply with this condition shall constitute a noncompliance for which the lease may be revoked immediately by District Commander.

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b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The Lessee will not subdivide nor develop the premises into private residential development.

11. FEES

Fees may be charged by the Lessee for the entrance to or use of the premises or any facilities, however, no user fees may be charged by the Lessee or its sublessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

12. ACCOUNTS, RECORDS AND RECEIPTS

All monies received by the Lessee from operations conducted on the premises including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the District Commander. The Lessee shall provide an annual statement of receipts and expenditures to the District Commander. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The District Commander shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sublessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the District Commander with the results of such an audit.

13. PROTECTION OF PROPERTY

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the District Commander, or at the election of the District Commander, reimbursement may be made therefor by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the District Commander.

14. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

15. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the District Commander shall be installed and maintained by and at the expense of the Lessee.

16. INSURANCE

a. At the commencement of this lease, the Lessee, unless self-insured, and its sublessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the sublessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the District Commander a copy of the policy or policies, or if acceptable to the District Commander, certificates of insurance evidencing the purchase of such insurance.

b. The insurance policy or policies shall specially provide protection appropriate for the types of facilities, services and products involved; and shall provide that the District Commander be given thirty (30) days notice of any cancellation or change in such insurance.

c. The District Commander may require closure of any or all of the premises during any period for which the sublessees and concessionaires do not have the required insurance coverage.

17. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to a condition satisfactory to District Commander. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property, and restore the premises to the aforesaid condition within such time as District Commander may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of District Commander, said property shall either become the property of the United States without compensation therefor, or District Commander may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation or termination of this lease in restoring the premises.

18. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 195) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sublessees and assignees.

19. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the

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Lessee, and easements will not be granted which will, in the opinion of the District Commander, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the District Commander.

20. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on Federal lands. The Secretary will provide lease stipulations to BLM for inclusion in such mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local laws.

21. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and/or any sublessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the District Commander. This lease may be revoked in the event the Lessee violates any of the terms and conditions and continues and persists in such non-compliance. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the District Commander in the manner prescribed in **Condition No. 3 on NOTICES**.

22. HEALTH AND SAFETY

a. The Lessee shall keep the premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sublessees and concessionaires operate and maintain the premises in such a manner.

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b. In addition to the rights of revocation for non-compliance, the District Commander, upon discovery of any hazardous conditions on the premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected, the District Commander will have the option to: (1) correct the hazardous conditions and collect the cost of repairs from the Lessee; or, (2) revoke the lease. The Lessee and its assignees or sublessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

23. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sublessees or concessionaires, to forbid the full use by the public of the premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the premises and provide safety and security to the visiting public.

24. PROHIBITED USES

a. The Lessee shall not permit gambling on the premises. Specifically prohibited are the use of gambling devices, such as slot machines, video gambling machines, or other casino types devices that would detract from the family atmosphere. District Commanders may allow the sale of state lottery tickets, in accordance with state and local laws and regulations, as long as the sale of tickets constitutes a collateral activity, rather than primary activity, of the Lessee. The Lessee shall not install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special use permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the District Commander.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense, or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the premises in those facilities where such service is customarily

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found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

25. NATURAL RESOURCES

a. The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized under and pursuant to the Development Plan described in **Condition No. 5 on DEVELOPMENT PLANS** herein.

b. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

26. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to the lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below.

c. (1) A claim by the Lessee shall be made in writing and submitted to the District Commander for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the District Commander.

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(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that:

- (i) The claim is made in good faith;
- (ii) Supporting data are accurate and complete to the best of the Lessee's knowledge and belief; and
- (iii) The amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by:

- (i) A senior company official in charge at the Lessee's location involved; or
- (ii) An officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the District Commander must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the District Commander must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The District Commander's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the District Commander or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the District Commander received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the

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Treasury, as provided in the Act, which is applicable to the period during which the District Commander receives the claim, and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, appeal, or action arising under the lease, and comply with any decision of the District Commander.

27. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the premises against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, including sewage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Lessee's activities, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from the District Commander before any pesticides or herbicides are applied to the premises.

28. ENVIRONMENTAL BASELINE SURVEY

An Environmental Baseline Survey (EBS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as **Exhibit "C"**. Upon expiration, revocation or termination of this lease, another EBS shall be prepared which will document the environmental condition of the property

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at that time. A comparison of the two assessments will assist the District Commander in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with **Condition No. 17 on RESTORATION**.

29. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify the District Commander and protect the site and the material from further disturbances until the District Commander gives clearance to proceed.

30. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to the District Commander, all soil and water conservation structures that may be in existence upon said premises at the beginning of, or that may be constructed by the Lessee during the term of this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the District Commander.

31. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited.

b. Occupying any lands, buildings, vessels or other facilities within the premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees residing on the premises for security purposes if authorized by the District Commander.

32. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach of violation of this warranty, the United States shall have the right to annul this lease without

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liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

33. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this lease is for the general benefit of such corporation or company.

34. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this lease, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as other conditions of this lease.

35. SPECIAL CONDITIONS – REQUIREMENTS AND LOCK OPERATING PROCEDURES FOR ANADROMOUS FISH PASSAGE

a. Description of Lock Operations

(1) The City of Augusta, Georgia agrees to operate the lock's gates and flood waters to allow for upstream and downstream migration of anadromous fish. Fish passage procedures will require 50 lock cycles during the period 15 March to 15 June annually. The majority of the lock cycles will be performed one per day on a recurring three-day per week schedule. The U. S. Army Corps of Engineers would notify the City each year what weeks the remainder of the cycles would be performed. The maximum number of locks during a 24-hour period is estimated to be two. Lock cycles for fish passage will be initiated between 9 a.m. and 2 p.m. Lock cycles for fish passage will not be required on the weekends.

(2) The U. S. Army Corps of Engineers may notify the City prior to the start of each year's fish passage season of any changes in the dates and number of lock cycles per day within the maximum limits specified in this agreement.

(3) The City would inspect and operate the lock on 15 January of each year to ensure the equipment is functioning properly. The City would notify the Corps within one (1) week of the results of their inspection.

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b. Lock Operating Procedures

- (1) Lower water to downstream level in lock and open downstream river wall gate. Next, fully open river wall flood valves. Maintain this status for 20 minutes.
- (2) Close flood valves and close lower gate. Flood lock to upstream level. Open both upstream gates. Open both river and land wall drain valves halfway. Maintain this cycle for 20 minutes.
- (3) This completes one cycle and takes about 50 minutes.
- (4) If additional information becomes available that suggests that minor changes in these procedures might enhance fish passage through the lock, the Corps will discuss these changes with the City.

36. **DISCLAIMER**

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), or Section 404 of the Clean Water Act (33 U.S.C. § 1344).

{SIGNATURE PAGES TO FOLLOW}

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IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 17 day of July, 2009.

UNITED STATES OF AMERICA

Cindy B. Turner

CINDY B. TURNER
Acting Chief, Real Estate Division

Signed and sealed
in the presence of:

Lurita Campbell

Witness

Hilda R. Johnson

Notary Public

HILDA R. JOHNSON
NOTARY PUBLIC
CHATHAM COUNTY
STATE OF GEORGIA

My Commission Expires October 1, 2011

THIS LEASE is also executed by the Lessee this 16th day of June, 2009.

RICHMOND COUNTY, GEORGIA

Signature: David S. Copenhagen

Printed Name: David S. Copenhagen

Title: Mayor

Signed and sealed
in the presence of:

Betty W. Murphy

Witness

Shirley J. Turner

Notary Public

Notary Public, Richmond County, Georgia
My Commission Expires Dec. 2, 2011

cg
6/18/09

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CERTIFICATE OF AUTHORITY

I Lena J Bonner, certify that I am the Clerk of Commission for
(Name) (Title)

RICHMOND COUNTY, GEORGIA, do hereby certify that David S. Copenhagen
(Signer of Instrument)

who signed the foregoing instrument on behalf of the Lessee was then the

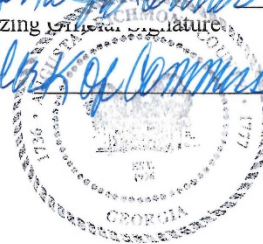
Mayor of RICHMOND COUNTY, GEORGIA. I further
(Title)

certify that the said officer was acting within the scope of powers delegated to this office by the governing body of the Lessee in executing said instrument.

This 16TH day of JUNE, 2009.

David S. Copenhagen
Authorizing Signature

Clerk of Commission
Title



08
6/8/09

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STATE OF GEORGIA)
)
COUNTY OF RICHMOND) **PROBATE**

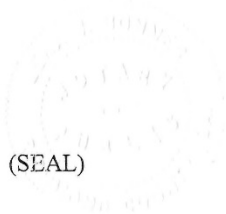
PERSONALLY APPEARED BEFORE ME a Notary Public in and for the State and
County aforesaid, David S. Copenhaver who being duly SWORN, says:

That (she/he) saw the within named David S. Copenhaver sign the
attached and foregoing instrument in the capacity therein stated for the purpose herein
expressed as the act and instrument of **RICHMOND COUNTY, GEORGIA**, and that (she/he)
with Betty Murphy witnessed the execution of the same.

SWORN TO AND SUBSCRIBED before me
this 16th day of June, 2009.

David S. Copenhaver
Notary Public

My Commission Expires:
Notary Public, Richmond County, Georgia
My Commission Expires Dec. 2, 2011



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STATE OF GEORGIA)
)
COUNTY OF CHATHAM) **PROBATE**

PERSONALLY APPEARED BEFORE ME a Notary Public in and for the State and
County aforesaid, Hilda R. Johnson who being duly SWORN, says:

That (she/he) saw the within named Ralph J. Werthmann sign the attached
and foregoing instrument on behalf of the **UNITED STATES OF AMERICA**, and that (she/he)
with Sunita Campbell witnessed the execution of the same.

SWORN TO AND SUBSCRIBED before me
this 17 day of July, 2009.

Hilda R. Johnson

Notary Public

HILDA R. JOHNSON
NOTARY PUBLIC
CHATHAM COUNTY
STATE OF GEORGIA
My Commission Expires October 1, 2011

(SEAL)