

**DEPARTMENT OF THE ARMY
LEASE
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
HARTWELL LAKE, GEORGIA
HART 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 **THE CITY OF HARTWELL, 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"**, 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 **Fifty (50)** years, beginning **August 1, 2017** and ending **July 31, 2067**.

b. Notwithstanding Condition 1a, in the event the Lessee does not, within twenty-five (25) years of the beginning date of this lease, commence construction of a proposed hotel/recreation complex facilities or infrastructure as shown on the Development Plan hereinafter described in Condition 5 (as such Development Plan may be amended with the approval of Real Estate Contracting Officer), to support the Fifty (50) year term, the term of the lease shall automatically revert to a term of twenty-five (25) years, such term beginning **August 1, 2017 and ending July 31, 2042**. At such time as the Lessee has commenced such construction, the parties shall execute an acknowledgement agreement, in recordable form and otherwise in form and substance reasonably acceptable to the parties, stating that such construction has commenced and confirming the fifty (50) year term of this lease.

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 correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to The City of Hartwell, Office of the City Manager, 456 East Howell Street, Hartwell, Georgia 30643, with a copy to Robert F. Leverett, Esq., Robert F. Leverett, L.L.C.,

P.O. Drawer 399, 25 South Thomas Street, Elberton, Georgia 30635-0399; and if to the United States, to the Savannah District Corps of Engineers, Attention: Chief, Real Estate Division, 100 W. Oglethorpe Avenue, Savannah, GA 31401, 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", "Real Estate Contracting Officer", "said officer" or "Lessor" shall include their duly authorized representatives. Any reference to "Lessee" shall include sublessees, assignees, transferees, concessionaires and its duly authorized representatives, as the context may require.

5. DEVELOPMENT PLANS

a. The Lessee shall be guided by an implementing Plan of Recreation Development and Management (Development Plan) attached as **Exhibit "D"** which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sublessees. The Lessee shall provide a copy of any amendment to the Development Plan for review and approval by the Real Estate Contracting Officer, hereinafter "RECO," before proceeding to implement any changes in the development or management of the leased premises. The use and occupation of the premises shall be subject to the general supervision and approval of the RECO subject to the rights granted herein.

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

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 the Condition on **RESTORATION**.

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 the condition 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 RECO and the Lessee to reflect the condition of said property and said improvements. A copy of said report is attached hereto as **Exhibit "E"** 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 on **PROTECTION OF PROPERTY**.

9. FACILITIES AND SERVICES

The Lessee shall (subject to Section 37(c), below) provide the facilities and services as agreed upon in the Development Plan referred to in the Condition on **DEVELOPMENT PLANS** either directly or through subleases or concession agreements that have been reviewed and accepted by the RECO. 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 RECO (subject to Section 37(d), below). 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. Subject to the provisions of Section 37(d), below, without prior written approval of the RECO, 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.

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 (such facilities being those listed on the attached **Exhibit "E"**) 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 (but not sublessees, licensees or concessionaires) 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 Secretary. The Lessee shall provide an annual statement of receipts and expenditures to the RECO. 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 RECO shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the RECO 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 RECO (subject in any event to reasonable wear and tear), or, at the election of the RECO, reimbursement may be made therefor by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the RECO (subject to reasonable wear and tear).

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, sublessees, licensees or concessionaires; 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 granted 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 RECO 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 RECO a copy of the policy or policies, or, if acceptable to the RECO, certificates of insurance evidencing the purchase of such insurance.

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

c. The RECO 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 reasonably satisfactory to the RECO, provided that, except in the event of a voluntary termination of this Lease by Lessee pursuant to Section 21(b), below, the RECO shall not require that permanent improvements be removed or demolished. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property therefrom, and restore the premises to the aforesaid condition within such reasonable time as the RECO 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 the RECO, said property shall either become the property of the United States without compensation therefor, or the RECO 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 300) 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 Lessee, and easements will not be granted which will, in the reasonable opinion of the RECO, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the RECO.

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 said 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 law.

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 RECO. This lease may be revoked in the event the Lessee violates any of its 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 reasonable 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 RECO in the manner prescribed in the condition 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.

b. In addition to the right of revocation for non-compliance, the RECO, 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 RECO 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

Subject to the right of the Lessee to charge entry fees as provided in Section 11, above, 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, including protected swimming areas, if any.

24. PROHIBITED USES

a. The lessee shall not permit gambling on the premises or 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 RECO.

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 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

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 the Condition on **DEVELOPMENT PLANS** herein. 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. Sections 7101-7109) (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 RECO for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the RECO.

(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 RECO 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 RECO must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The RECO'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 RECO 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 RECO 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 Treasury, as provided in the Act, which is applicable to the period during which the RECO 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 RECO.

27. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project 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. Service 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 arising 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 RECO before any pesticides or herbicides are applied to the premises.

28. ENVIRONMENTAL CONDITION OF PROPERTY

An Environmental Condition of Property (ECOP) 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 ECOP shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the RECO in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition 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 RECO and protect the site and the material from further disturbance until the RECO gives clearance to proceed.

30. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to the RECO, 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 RECO.

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. The Lessee will maintain a ledger and reservation system for the use of any such campsites.

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 RECO.

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 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 agreement, 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 clause as well as other conditions of this lease.

35. 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); and Section 404 of the Clean Waters Act (33 USC Section 1344).

36. EXECUTIVE ORDER 13658. Any reference in this section to “prime contractor” or “contractor” shall mean the Lessee and any reference to “contract” shall refer to the Lease. If and to the extent applicable to the Lessee, the Lessee agrees to comply with the requirements of Executive Order 13658 and the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, as amended from time to time, unless and until the same is

rescinded, revoked or enforcement thereof is stayed or the same is overturned by applicable court order.

37. SPECIAL CONDITIONS

a. **Development.** The uses that may be made of the premises, as described on the attached **Exhibit “B”**, include hotel, restaurant and recreational resort uses. Lessee acknowledges and agrees, however, that Lessee will not develop a hotel on the premises unless and until Lessee obtains a current market study indicating that a hotel development as proposed by Lessee could be justified by current or anticipated market conditions. Lessor shall be provided a copy of said study. Lessor’s non-objection to the adequacy and conclusions of the study, within thirty (30) days after receipt thereof, shall be required for the development to move forward. If Lessor does not object to said study within such period, the same shall be deemed approved. In the event Lessee proposes in the future to develop a hotel, a restaurant, recreational resort or other significant development, Lessor agrees that this Lease will be amended to include such provisions as Lessor and Lessee mutually agree to be necessary and appropriate to facilitate the commercial financing, construction and development of such improvements and facilities. Such amendments may include, by way of example but without limitation: (i) an agreement to provide protections for the lessee of such development such that such development will not be at risk by reason of breaches or defaults by Lessee or other sublessees or other parties, which protections may consist of a division of this Lease into one or more leases of a portion or portions of the premises, such that the portion of the premises on which such uses will be located will be a lease separate from and not cross-defaulted with this Lease; (ii) an agreement to permit commercially reasonable subleases of such portion or portions of the premises, which may include, among other provisions, the right to encumber such sublease with leasehold mortgage financing on customary commercial terms; (iii) customary commercial protections for the holder of any such mortgage financing; and (iv) an agreement of nondisturbance and attornment for the benefit of the sublessee and such mortgagee and their respective successors and assigns, which will contain agreements on the part of Lessor to recognize the rights of the sublessee and such mortgagee in the event of a default by Lessee hereunder.

b. **Permitted Uses.** For all purposes of this Lease, “public park and recreational purposes” shall include, to the extent consistent with an approved Development Plan, without limitation, the purposes set forth on **Exhibit “B”** attached hereto and made a part hereof.

c. **Development Plans.** An Environmental Assessment and Finding of No Significant Impact were completed to satisfy the requirements of the National Environmental Policy Act of 1969 (NEPA) for the Development Plan shown on **Exhibit “D”**, including, without limitation, with respect to the proposed hotel development shown thereon, and discussed above in Condition 37(a). Lessee shall have the right to amend the Development Plan, in accordance with Condition 5, subject to appropriate NEPA review and documentation. The Lessor reserves the right to approve a General Site Plan (showing the general location of any improvements and changes in the grade or topography of portions of the Premises) to be constructed on the Premises or for any material modifications to be made to the existing improvements on the Premises. It is understood that the General Site Plan may differ from those Plans shown in **Exhibit “D”** due to additional

Comment [PTP1]: The previous version had a provision for supersession of the prior lease. This has been removed, as the current lease to the state would be terminated and this lease issued directly to the City,

Comment [PTP2]: This was implied in the previous versions, but is clarified here. This clarifies that merely non-objection on the part of the government, as opposed to an affirmative “approval,” is sufficient. If the City would prefer a formal approval, that would be acceptable as well, but we felt this provided more flexibility and deference to the City.

Comment [PTP3]: This is addressed in the term section above. The mechanism for extending the lease negates the necessity of this language.

Comment [PTP4]: This has been addressed in the term section above.

Comment [PTP5]: Obviously, this will need to be completed.

operational experience and changes in public demand. If the plans substantially deviate from those Plans shown in **Exhibit “D”**, or include significant new circumstances or information, appropriate NEPA review and documentation will occur, otherwise it is anticipated that no further Environmental Assessments will be required. Lessee recognizes Lessor’s legal requirements to comply with NEPA, and other applicable environmental and cultural resources laws, and agrees to cooperate and assist Lessor in complying with those laws to the extent they are applicable to this lease. The Lessor does hereby agree that its approval of the General Site Plan for any such future improvements or material modifications to the existing improvements will not be unreasonably withheld, conditioned, or delayed. Upon written approval of any site plan by the Lessor, the approval of the Lessor will not be required for any change orders with respect to those plans and specifications unless such change orders materially modify the general site plan approved by the Lessor. The approval of the Lessor will not be required for the selection of contractors, architects, or other professionals used in connection with the construction of any such improvements or material modifications to the existing improvements. Lessee and its sublessees and concessionaires shall be responsible for the engineering sufficiency of such construction and modifications. It is presently anticipated that the hotel improvements indicated on the Development Plan will be considered and evaluated for development based on updated marketing plans, Lessee may elect not to construct improvements indicated on the Development Plan, and failure to construct such improvements shall not be considered a default hereunder.

d. Subleases.

Lessor acknowledges that this Lease has been entered into with the expectation that Lessee will sublease all or portions of the Premises, or enter into licenses and concession agreements, and approved sub-subleases, in order to facilitate the development of the premises. Accordingly, the RECO’s approval shall not be unreasonably withheld, conditioned or delayed with respect to any subleases or sub-subleases providing for uses which are permitted under this Lease, including, without limitation, any of the uses set forth on the attached **Exhibit “B”**, and the RECO’s approval shall not be required for a license or concession agreement that does not involve a sublease or sub-sublease, provided that the uses permitted in such license or concession agreements are permitted uses. However, where the RECO is requested to accept or otherwise agree to terms which are designed primarily to provide security to sublessees or third parties, the RECO’s request to include or omit language reasonably to protect its own interests shall not be deemed to be an unreasonable withholding, conditioning or delay with respect to any subleases or sub-subleases.

e. Boat Ramps. Lessor agrees that Lessee shall have the right to remove one of the two boat ramps currently located on the premises, and to construct improvements to the remaining boat ramp in accordance with all applicable requirements of this Lease, including, without limitation, Section 5, Development Plans. Lessee acknowledges Lessor must complete certain procedural requirements which are a pre-requisite to authorizing removal of said boat ramp. Lessor agrees to expedite its processing of the removal authorization, and Lessee agrees to await such authorization before commencing removal.

Comment [PTP6]: These edits do not substantially alter the City’s language, but do provide clarity the Government is not seeking to circumvent or shortcut its compliance obligations under NEPA and other applicable statutes.

Comment [PTP7]: This needs to be clarified. I would like to discuss to make sure we are reading this the same way before suggesting any edits.

Comment [PTP8]: This is no longer necessary, as the lease will be directly to the City.

Comment [PTP9]: This is duplicative of the final sentence of 37(c).

Comment [PTP10]: While this cannot be within the lease, the government will share appropriate information about the project operational capacity to allow the lessee, or any sub-lessees, to conduct due diligence.

Comment [PTP11]: This will be shown in an Exhibit, which is referenced in Clause 8(b).

Comment [PTP12]: This was discussed during the meeting. As discussed during the meeting, there is a process to remove the improvements from the property books. This is required for accounting/resource management purposes. Also, as discussed at the meeting, the intent would be to have the approval completed near the effective date of the lease.

Comment [PTP13]: Promotion of alcoholic beverages is inconsistent with Corps policy relating to water safety.

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{Signature Pages Follow}

Comment [PTP14]: Current lease to the State will be terminated, and a new lease to the City issued.

DRAFT

Lease No. DACW21-1-17-0017

THIS LEASE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF I have hereunto set my hand by authority/direction of the Secretary of the Army this _____ day of _____, 2017.

Savannah District
Chief, Real Estate Division
Real Estate Contracting Officer

Witness

Notary Public

THIS LEASE is also executed by the Lessee this _____ day of _____, 2017.

CITY OF HARTWELL, GEORGIA

BY:
TITLE:

Witness

Notary Public

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the _____ of the City of Hartwell, Georgia, that _____, who signed the foregoing instrument on behalf of the lessee was then _____ of the City of Hartwell, Georgia. I further certify that the said officer was acting within the scope of powers delegated to this governing body of the lessee in executing said instrument.

Date: _____

Clerk or Appropriate Official

(AFFIX SEAL)

DRAFT

EXHIBIT "A"

LEGAL DESCRIPTION

All those tracts or parcels of land described in those certain deeds recorded in Deed Book 68, page 282, Deed Book 68, page 252, Deed Book 68, page 181, and Deed Book 68, page 251, Hart County, Georgia records, said property being more particularly described as follows:

All that tract or parcel of land lying and being in the 1112 GMD, Hart County, Georgia, being approximately 141.12 acres, more or less, and identified as Hart State Park as shown on that certain plat of survey (the "Survey") entitled "Survey for City of Hartwell," dated December 14, 2015, last revised _____, prepared by Dean H. Teasley Land Surveying, Inc., Travis R. Teasley, Georgia Registered Land Surveyor No. 3118, recorded in Plat Book _____, page _____, Hart County, Georgia records. Said property is more particularly described by metes and bounds on "**Exhibit A-1**" attached hereto and incorporated herein.

TOGETHER WITH all lands adjacent to the lands described above and above the contour at elevation 660' National Geodetic Vertical Datum 29.

TOGETHER WITH all improvements on the property described above; and all rights, members, easements and appurtenances benefiting or appertaining thereto.

TOGETHER WITH all intervening lands between the property described above and the water's edge of Lake Hartwell, as it may vary due to water level fluctuations; together with the right to place recreational facilities and establish protected swimming areas in and upon the adjacent water areas of Lake Hartwell subject to the provisions of the Condition hereof on Development Plans (Condition No. 5), it being understood that, upon construction of such facilities and establishment of such protected swimming areas, the Premises shall then include, without further amendment of this Lease, the area occupied by, and land and water area within 100 feet of, such approved recreation facilities and protected swimming areas.

EXHIBIT "A-1"

METES AND BOUNDS LEGAL DESCRIPTION

All that tract or parcel of land lying and being in the 1112th GMD of Hart County, Georgia, containing 141.12 acres, more or less, known now or formerly as Hart State Recreation Area (Hart State Park). Said tract is known now or formerly as parcel number CORPS-Hart State Park and is referenced by a plat for the U.S. Army Corps of Engineers dated May 1, 1969 for Hartwell Project, Plan of Georgia Park Sites, Part of Master Plan Sheet 24 of 47, Exhibit A, Plate MP-24, Project F-2.

This property is bounded on the north by waters of the U.S. Army Corps of Engineers-Hartwell Project, on the east by lands of Ann A. Brown, on the east by lands of Frank O. and Crystal C. Teasley, on the east by lands of Morgan L. and Cynthia G. Hauelsen, on the south and east by lands of Hillandale Subdivision Lots 10 through 16, on the south by lands of Harriet Hughes Cullens, on the south by lands of Jean K. Vandiver Living Trust, on the south by lands of Larry Keith Morgan, ET AL, on the south and west by Tracts 1-A, 1-B, and 1-C, David M. and Corrina L. Wilson, Allen M. and Ann W. Richardson, and Shelby M. Beasley, respectively, and on the west by waters of the U.S. Army Corps of Engineers-Hartwell Project.

Commencing at a nail found in the centerline junction of County Road number 260 and County Road number 261, the Point of Commencement (POC), a bearing and distance of N 51°09'40" W 1380.47' to ¾" open-top pipe found (OTF) known as U.S. Army Corps of Engineers (USACOE) marker number G36F, the Point of Beginning (POB). Thence S 86°07'10" W 839.35' to a concrete monument found (CMF) known as USACOE marker number G37F; thence S 04°36'50" W 1002.73' to a 5/8" rebar found (RBF) known as USACOE marker number G38F; thence N 85°47'30" W 664.48' to a 5/8" RBF known as USACOE marker number G38F1; thence S 45°37'35" W 101.17' to a 5/8" RBF known as USACOE marker number G38F2; thence S 58°40'40" W 84.03' to a 5/8" RBF known as USACOE marker number G38F3; thence N 26°49'05" E 135.31' to a 5/8" RBF known as USACOE marker number G38F4; thence N 85°42'45" W 1140.56' to a ¾" OTF known as USACOE marker number G38F5; thence N 04°13'25" E 202.65' to a OTF known as USACOE marker number G38F6; thence S 75°48'55" W 638.57' to a ¾" OTF known as USACOE marker number G39F; thence N 89°22'20" W 31.92 feet to a 5/8" RBF known as a USACOE Zone Marker; thence N 89°22'20" W 8.71' to a calculated corner (CC) on the 660' contour of the USACOE-Hartwell Project.

Thence commencing the meander of the 660' contour of the USACOE-Hartwell Project a bearing and distance of N 31°03'05" E 33.08' to a point; thence N 34°32'45" E 38.10' to a point; thence N 50°09'45" E 49.26' to a point; thence N 70°35'15" E 66.54' to a point; thence N 75°35'50" E 76.29' to a point; thence N 41°04'50" E 42.67' to a point; thence N 42°10'05" E 38.10' to a point; thence N 78°36'45" E 49.26' to a point; thence N 74°08'00" E 34.46' to a point; thence N 21°57'55" E 48.09' to a point; thence N 32°38'30" E 43.40' to a point; thence N 69°41'10" E 123.00' to a point; thence S 89°33'30" E 58.18' to a point; thence S 73°37'35" E 65.93' to a point; thence S 46°53'50" E 44.68' to a point; thence S 76°26'25" E 37.67' to a point; thence N 22°13'25" E 28.87' to a point; thence N 14°08'40" E 89.86' to a point; thence N 24°23'15" E 65.25' to a point; thence N 43°19'50" E 45.12' to a point; thence N 42°22'20" E 45.24' to a point; thence N 21°06'35" E 44.81' to a point; thence N 02°12'05" E 62.50' to a point; thence N 21°25'10" E 58.38' to a point; thence N 36°48'55" E 61.28' to a point; thence

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N 49°02'15" E 72.77' to a point; thence N 58°35'35" E 51.27' to a point; thence N 75°09'10" E 60.21' to a point; thence N 89°00'00" E 32.86' to a point; thence S 46°35'55" E 55.51' to a point; thence S 59°56'45" E 36.82' to a point; thence N 68°25'05" E 41.67' to a point; thence N 44°10'55" E 50.36' to a point; thence N 61°05'30" E 45.89' to a point; thence N 79°12'35" E 45.38' to a point; thence S 84°59'00" E 49.04' to a point; thence S 64°17'35" E 83.33' to a point; thence S 53°41'45" E 68.95' to a point; thence S 11°49'05" E 42.13' to a point; thence S 16°01'00" E 60.58' to a point; thence S 16°46'30" E 107.63' to a point; thence S 18°53'25" E 109.14' to a point; thence S 06°27'20" E 74.85' to a point; thence S 05°38'45" E 45.48' to a point; thence S 16°45'15" E 45.31' to a point; thence S 54°17'00" E 21.95' to a point; thence S 53°51'20" E 21.26' to a point; thence S 26°51'55" E 32.76' to a point; thence S 15°12'30" E 98.77' to a point; thence S 29°21'55" E 61.19' to a point; thence S 20°23'35" W 37.73' to a point; thence S 58°40'55" E 26.71' to a point; thence S 48°23'50" E 25.32' to a point; thence S 29°40'35" E 25.58' to a point; thence S 58°22'50" E 28.86' to a point; thence S 47°54'25" E 27.20' to a point; thence S 17°59'40" E 32.22' to a point; thence S 48°34'10" E 15.73' to a point; thence N 65°10'45" E 22.37' to a point; thence S 09°39'35" W 46.60' to a point; thence S 51°08'40" E 15.18' to a point; thence N 24°06'20" E 28.31' to a point; thence N 22°25'20" E 41.47' to a point; thence S 59°30'50" E 23.42' to a point; thence S 72°48'25" E 33.09' to a point; thence N 06°01'40" E 6.72' to a point; thence N 37°25'40" W 32.99' to a point; thence N 17°27'15" E 49.33' to a point; thence N 29°29'35" W 36.34' to a point; thence N 36°50'55" W 24.74' to a point; thence N 14°04'35" W 60.54' to a point; thence N 09°22'25" W 49.84' to a point; thence N 06°41'55" W 96.59' to a point; thence N 36°02'20" W 55.46' to a point; thence N 05°55'30" W 133.40' to a point; thence N 22°22'45" W 73.10' to a point; thence N 19°27'00" W 41.62' to a point; thence N 08°31'15" E 30.13' to a point; thence N 49°03'30" E 40.94' to a point; thence S 62°27'35" E 59.53' to a point; thence N 17°36'40" E 63.71' to a point; thence N 03°58'10" W 71.03' to a point; thence N 22°40'40" W 72.31' to a point; thence N 10°10'05" W 19.82' to a point; thence N 37°41'15" E 27.91' to a point; thence N 55°35'30" E 55.32' to a point; thence N 76°48'40" E 105.58' to a point; thence S 87°42'10" E 41.63' to a point; thence N 68°49'05" E 37.55' to a point; thence N 56°35'05" E 36.31' to a point; thence N 85°41'00" E 30.05' to a point; thence N 88°30'30" E 58.93' to a point; thence N 68°56'35" E 47.47' to a point; thence S 72°01'00" E 10.97' to a point; thence S 67°47'25" E 58.76' to a point; thence S 89°12'35" E 58.51' to a point; thence N 47°02'10" E 37.52' to a point; thence N 33°18'40" E 46.84' to a point; thence N 57°47'05" E 13.08' to a point; thence N 80°44'30" W 19.08' to a point; thence N 87°34'45" W 36.17' to a point; thence S 65°47'00" W 15.49' to a point; thence S 82°50'10" W 64.65' to a point; thence N 74°20'45" W 11.89' to a point; thence N 59°13'45" W 47.73' to a point; thence S 71°51'00" W 56.74' to a point; thence N 74°35'40" W 35.13' to a point; thence N 82°45'50" W 92.75' to a point; thence S 86°15'45" W 93.30' to a point; thence N 82°41'10" W 58.35' to a point; thence N 75°12'55" W 48.52' to a point; thence N 85°05'40" W 38.55' to a point; thence N 83°47'55" W 93.30' to a point; thence N 45°43'00" W 70.56' to a point; thence N 77°08'00" W 45.09' to a point; thence N 80°42'15" W 80.51' to a point; thence N 61°25'50" W 57.77' to a point; thence N 60°41'15" W 51.07' to a point; thence N 66°30'40" W 45.72' to a point; thence N 58°53'25" W 37.36' to a point; thence N 09°45'00" W 28.03' to a point; thence N 12°41'05" E 79.93' to a point; thence N 20°37'15" E 69.93' to a point; thence N 32°05'30" E 74.04' to a point; thence N 22°40'20" E 45.36' to a point; thence N 16°07'40" W 33.17' to a point; thence N 46°35'40" W 32.79' to a point; thence N 71°09'45" W 58.21' to a point; thence N 56°27'45" W 49.17' to a point; thence N 07°13'35" E 76.84' to a point; thence N 33°58'55" E 72.02' to a point; thence N 55°13'45"

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E 37.74' to a point; thence N 71°14'25" E 38.62' to a point; thence S 85°18'55" E 41.85' to a point; thence S 62°46'30" E 63.74' to a point; thence S 41°22'25" E 90.12' to a point; thence S 87°23'50" E 54.04' to a point; thence N 72°26'15" E 59.84' to a point; thence N 58°31'30" E 61.21' to a point; thence N 46°31'50" E 63.31' to a point; thence N 53°55'00" E 61.75' to a point; thence N 37°38'25" E 43.32' to a point; thence N 87°26'25" W 46.77' to a point; thence S 79°13'45" W 43.51' to a point; thence S 83°20'15" W 61.39' to a point; thence N 87°54'15" W 42.91' to a point; thence N 52°26'05" W 62.09' to a point; thence N 07°42'55" W 22.57' to a point; thence N 15°05'05" E 47.43' to a point; thence N 14°24'15" E 47.59' to a point; thence N 05°03'10" W 39.21' to a point; thence N 39°20'15" W 41.54' to a point; thence N 50°25'40" W 56.28' to a point; thence N 01°46'50" W 30.79' to a point; thence N 14°04'35" E 21.22' to a point; thence N 15°55'05" E 83.48' to a point; thence N 42°16'20" E 41.58' to a point; thence N 52°48'05" E 60.52' to a point; thence N 80°22'55" E 36.85' to a point; thence S 84°55'25" E 103.41' to a point; thence S 79°37'40" E 47.58' to a point; thence N 69°35'05" E 50.37' to a point; thence N 37°55'05" E 41.93' to a point; thence N 01°27'55" E 68.78' to a point; thence N 04°48'45" W 57.08' to a point; thence N 17°00'00" E 54.63' to a point; thence N 42°00'25" E 44.53' to a point; thence N 78°23'40" E 83.10' to a point; thence S 88°16'15" E 68.82' to a point; thence S 66°58'15" E 60.11' to a point; thence S 87°55'10" E 55.78' to a point; thence N 62°26'00" E 34.42' to a point; thence N 14°47'30" E 40.48' to a point; thence N 12°39'30" W 68.85' to a point; thence N 08°00'45" E 45.53' to a point; thence N 24°16'35" E 53.17' to a point; thence N 54°33'10" E 43.55' to a point; thence S 84°21'50" E 32.39' to a point; thence S 62°21'20" E 29.37' to a point; thence S 29°47'15" E 32.27' to a point; thence S 07°01'05" E 37.41' to a point; thence S 00°38'35" E 76.37' to a point; thence S 02°26'55" E 52.51' to a point; thence S 07°00'20" W 65.88' to a point; thence S 05°57'35" W 46.38' to a point; thence S 20°58'40" E 40.44' to a point; thence S 43°55'25" E 75.31' to a point; thence S 39°37'45" E 41.97' to a point; thence S 31°49'05" E 50.33' to a point; thence S 65°01'00" E 32.44' to a point; thence N 38°04'50" E 53.59' to a point; thence N 76°00'15" E 17.58' to a point; thence N 85°05'45" E 44.10' to a point; thence N 76°59'15" E 36.06' to a point; thence N 46°28'35" E 21.53' to a point; thence N 06°40'40" W 51.51' to a point; thence N 01°01'10" W 48.23' to a point; thence N 27°30'50" E 44.42' to a point; thence N 17°01'05" E 42.95' to a point; thence N 43°27'40" W 46.19' to a point; thence N 33°00'35" W 32.93' to a point; thence N 04°55'45" W 74.55' to a point; thence N 01°28'40" E 67.63' to a point; thence N 11°39'50" E 54.95' to a point; thence N 10°45'15" E 94.82' to a point; thence N 18°56'55" E 109.90' to a point; thence N 32°36'45" E 72.70' to a point; thence N 47°29'00" E 32.47' to a point; thence N 58°21'25" E 55.89' to a point; thence N 65°40'10" E 57.20' to a point; thence N 86°48'45" E 92.11' to a point; thence N 66°31'25" E 113.22' to a point; thence N 75°22'20" E 107.44' to a point; thence N 76°10'35" E 120.55' to a point; thence N 79°28'00" E 86.79' to a point; thence N 51°19'35" E 50.01' to a point; thence N 39°37'00" E 49.02' to a point; thence N 23°40'45" E 63.05' to a point; thence N 14°30'45" E 86.51' to a point; thence N 08°08'35" W 62.65' to a point; thence S 27°39'55" W 43.69' to a point; thence N 53°01'35" W 30.63' to a point; thence N 31°36'10" W 17.77' to a point; thence N 01°00'00" W 12.25' to a point; thence N 39°24'50" E 25.25' to a point; thence N 20°38'40" E 51.95' to a point; thence N 10°42'30" E 112.52' to a point; thence N 56°55'30" E 33.99' to a point; thence N 63°50'25" E 51.76' to a point; thence N 41°08'25" E 86.96' to a point; thence N 56°41'05" E 35.23' to a point; thence N 85°20'45" E 56.11' to a point; thence S 72°07'20" E 112.23' to a point; thence S 89°30'00" E 20.83' to a point; thence S 55°32'55" E 64.95' to a point; thence S 30°34'05" E 50.79' to a point; thence S 06°51'40" E 67.77' to a point; thence S 24°12'20" W 58.06' to a point; thence S 27°06'55" W

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57.71' to a point; thence S 41°57'40" W 39.28' to a point; thence S 25°34'35" W 83.48' to a point; thence S 35°41'15" W 97.21' to a point; thence S 22°45'40" W 104.26' to a point; thence S 28°03'55" W 51.65' to a point; thence S 34°07'20" W 61.35' to a point; thence S 32°11'40" W 47.10' to a point; thence S 38°51'20" W 104.38' to a point; thence S 59°12'30" W 44.55' to a point; thence S 56°04'20" W 71.52' to a point; thence S 53°21'20" W 39.75' to a point; thence S 42°25'50" W 43.61' to a point; thence S 01°57'45" E 47.48' to a point; thence S 26°01'20" E 59.71' to a point; thence S 54°10'15" E 30.44' to a point; thence N 80°08'35" E 52.85' to a point; thence S 89°20'05" E 54.05' to a point; thence N 78°31'55" E 81.64' to a point; thence N 68°50'50" E 51.90' to a point; thence S 82°38'55" E 78.03' to a point; thence S 02°09'15" W 25.82' to a point; thence S 19°43'20" E 53.14' to a point; thence S 11°46'45" W 101.17' to a point; thence S 07°23'40" W 52.68' to a point; thence S 30°52'30" W 48.29' to a point; thence S 36°52'35" W 46.39' to a point; thence S 68°50'00" W 31.59' to a point; thence S 34°04'15" W 49.33' to a point; thence S 06°31'45" W 32.05' to a point; thence S 76°00'40" E 27.01' to a point; thence S 87°12'45" E 62.39' to a point; thence S 59°43'45" E 47.61' to a point; thence S 35°10'05" E 41.81' to a point; thence S 26°20'05" E 70.48' to a point; thence S 31°24'30" E 98.91' to a point; thence S 07°37'15" E 60.11' to a point; thence S 34°42'40" E 31.99' to a point; thence S 76°14'25" E 59.91' to a point; thence S 39°38'45" E 80.91' to a point; thence S 47°34'50" E 58.36' to a point; thence S 31°47'30" E 78.12' to a point; thence S 08°15'55" E 64.45' to a point; thence S 09°58'55" W 27.98' to a point; thence S 34°57'55" W 54.73' to a point; thence S 16°13'00" W 38.65' to a point; thence S 12°06'25" W 26.89' to a point; thence S 43°28'25" W 40.12' to a point; thence S 15°04'20" W 26.82' to a point; thence N 50°06'45" E 18.96' to a point; thence N 53°44'50" E 32.83' to a point; thence N 66°26'50" E 43.61' to a point; thence N 85°53'15" E 49.87' to a point; thence S 70°03'10" E 71.20' to a calculated corner (CC) on the 660' contour of the USACOE-Hartwell Project.

Thence a bearing and distance of S 11°51'30" W 9.79' to a ½" rebar set (RBS); thence S 11°51'30" W 335.19' to a ½" RBS; thence S 54°58'10" W 942.74' to a ¾" OTF known as USACOE marker number G36F, the Point of Beginning (POB).

All as more particularly shown on that certain plat of survey, entitled "Survey for City of Hartwell," dated December 14, 2015, last revised _____, prepared by Dean H. Teasley Land Surveying, Inc., Travis R. Teasley, Georgia Registered Land Surveyor #3118, which plat of survey is incorporated herein by reference.

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Exhibit "A-2"

Plat of Survey

[See attached]

Exhibit "A-2"

EXHIBIT "B"

GENERALLY PERMITTED USES

Permitted uses include the following uses, including licensing and rental of same, to the extent consistent with an approved Development Plan:

(a) Public park and recreational purposes, including hiking trails, jogging, biking and hiking improvements, swimming pools, swimming areas, and water-related amenities, and developments for other outdoor uses, such as pavilions, zip lines and rope courses.

(b) Hotels and related uses, including hotel villas, suites, lodges, conference rooms, banquet rooms, ballrooms, tree houses, yurts, resort attractions, villas and rentals, sports and entertainment uses, and other uses consistent with hotel and comprehensive recreational resorts.

(c) Fishing cottages and other facilities relating to fishing.

(d) Campgrounds and related amenities.

(e) Spaces and facilities for rental to and accommodation of recreational vehicles, including full sewer hook-ups and 50 amp electrical services or such other electrical service as is adequate for large recreational vehicles from time to time.

(f) Bike, canoe and boat and water related equipment rentals and related facilities.

(g) Stores (such as gift shops and convenience stores), restaurants, banquet rooms, ballrooms, conference facilities, facilities for staging outdoor and indoor weddings, dining areas, beverage establishments, and related uses and facilities, which may be accessible from courtesy docks in the adjacent waters of Lake Hartwell.

(h) Entertainment uses and venues, including amphitheaters, festival venues and mini-golf.

(i) Office and other uses relating to operations on the premises.

(j) Docks, moorings, wharves, and other similar facilities, which may be located on the waters of Lake Hartwell within the areas permitted by this Lease.

(k) Ancillary infrastructure and support facilities, including, utilities, roads, parking lots or structures, heating, ventilation and air conditioning facilities, boiler room facilities and other mechanical facilities and equipment, maintenance areas and structures.

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EXHIBIT "C"

ENVIRONMENTAL CONDITION OF PROPERTY

[To be attached]

Exhibit "C"

Lease No. DACW21-1-17-0017

EXHIBIT "D"
DEVELOPMENT PLAN

[To be attached]

Exhibit "D"

Lease No. DACW21-1-17-0017

EXHIBIT "E"

ITEMS CONSTRUCTED WITH FEDERAL FUNDS