

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARDROOM

TUESDAY, JULY 23, 2024

PRESENT: CHAIRMAN PETE STEPHENS, VICE CHAIRMAN DENNIS BRINSON, COMMISSIONERS, BOBBY BARBER, JR, RUSTY DAVIS, GEORGE ANDERSON, AND STEVE BROCK, COUNTY ADMINISTRATOR ALAN THOMAS, COUNTY ATTORNEY BRUCE KIRBO, AND COUNTY CLERK MICHELLE WEST :

INVOCATION AND THE PLEDGE OF ALLEGIANCE

Chairman Stephens called the regular meeting to order at 7:00 p.m. After the call to order, Vice Chairman Brinson gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

APPROVAL OF AGENDA

Commissioner Davis made a motion to approve the agenda, as presented. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

Chairman Stephens recognized Harmon McKenzie who resides at 220 Poitevent Road, Attapulgus Georgia and was present to complain about Poitevent Road. Mr. McKenzie stated Poitevent Road is in poor condition and would like for the Board to address the road condition. The Board told Mr. McKenzie they would check on his complaint.

APPROVAL OF MINUTES

Commissioner Brock made a motion to approve the minutes of the Commissioners' Special Called meeting held July 9, 2024, as presented. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

Commissioner Davis made a motion to approve the minutes of the Commissioners' meeting held July 9, 2024, as presented. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Consider Approval of Corps of Engineers Lease Agreement – Smith Landing. Chairman Stephens recognized County Administrator Thomas who stated this is a ten-year lease agreement extending the current lease agreement to continue maintaining Smith Landing and is recommending approval by the Board. Commissioner Brock made a motion to approve the Lease Agreement, a copy of which is attached. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Consider Approval of Lease Agreement for Solar Development. Chairman Stephens recognized County Administrator Thomas who stated he had been approached by Grenergy USA, LLC to lease three parcels of property that Decatur County owns. The first parcel is located off of Butler Ferry Road, the second property is located on Mt. Olive Road. The third parcel is located

off of Industrial Blvd, but part of this parcel is owned by the State of Georgia and can't be addressed solely by Decatur County.

County Administrator Thomas stated that after the agenda was released, he has had discussions with a couple of Commissioners and they would like more research done on this solar development before a decision is made. County Administrator Thomas recommended turning the information over to County Attorney Kirbo to review and bring back to the Board at a later date. The Commissioners were in agreement with County Attorney Kirbo reviewing the information.

EXECUTIVE SESSION – REAL ESTATE ACQUISITION AND PERSONNEL

Commissioner Anderson made a motion to enter into Executive Session to discuss Real Estate Acquisition and Personnel. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

After the executive session, the Commissioners assembled back in the boardroom. Commissioner Davis made a motion to enter back into Regular Session. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

Chairman Stephens stated Real Estate Acquisition was discussed in executive session and no action was taken.

Chairman Stephens stated Personnel was discussed in executive session and County Administrator Thomas has agreed to extend his current employment contract through December 31, 2025. Commissioner Brock made a motion to approve the contract. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

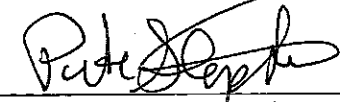
COMMISSIONERS/ADMINISTRATOR'S REMARKS

The Commissioners thanked everyone for coming.

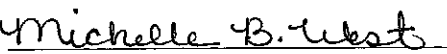
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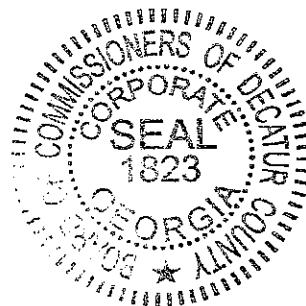
There being no further business, the meeting, on motion by Commissioner Davis, was duly adjourned. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

Approved: _____


Chairman, Pete Stephens

Attest: _____


County Clerk, Michelle B. West



**DEPARTMENT OF THE ARMY
LEASE TO NON-STATE GOVERNMENTAL AGENCIES
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
SMITH'S LANDING PUBLIC USE AREA
LAKE SEMINOLE
DECATUR 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 **DECATUR COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its **Board of Commissioners**, 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" and "B"**, 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

Said premises are hereby leased for a term of **Ten (10) years**, beginning **August 1, 2024**, and ending **July 31, 2034**.

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 **Decatur County Commissioners Office P.O. Box 726 Bainbridge, GA 39818** and, if to the United States, to the **Real Estate Contracting Officer, Mobile District, 109 St. Joseph Street, Mobile, AL 36602** 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.

5. DEVELOPMENT PLANS

The Lessee shall be guided by an annual Plan of Operation and Maintenance in furtherance of the Lessee's implementing Plan of Recreation Development and Management (Development Plan) attached as **Exhibit "C"** 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. No later than March 15th of each year the Lessee will submit the annual Plan to be mutually agreed on between the Lessee and the Real Estate Contracting Officer. Such annual Plan shall include but is not limited to the following:

- a. Plans for management, maintenance and development activities to be undertaken by the Lessee and any sublessees.
- b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year.
- c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year.
- d. Minor modifications to the Development Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changed in the development or management of the leased premises.
- e. Budget of the Lessee for carrying out all activities for the upcoming year.
- f. Personnel to be used in the management of the leased premises.
- g. Annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state, and local standards. 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.

The use and occupation of the premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer.

During the term of the lease, the Real Estate Contracting Officer will notify the Lessee of any updates to the existing project Master Plan affecting the premises and the Lessee may provide comments.

6. STRUCTURE 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**. 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 Real Estate Contracting Officer. The Real Estate Contracting Officer 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 Disability Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

8. CONDITION OF PREMISES

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.

9. FACILITIES AND SERVICES

The Lessee shall 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 Real Estate Contracting Officer. 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 Real Estate Contracting Officer. 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 sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The uses of sub-lessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all the terms and conditions of this lease.

10. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the Real Estate Contracting Officer, 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 sub-lessees 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 Real Estate Contracting Officer. The Lessee shall establish and maintain accurate records and accounts and provide an annual statement of receipts and expenditures to the Real Estate Contracting Officer. 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 Real Estate Contracting Officer 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 sub-lessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public

Accountants or by the state, and furnish the Real Estate Contracting Officer 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 Real Estate Contracting Officer, or, at the election of the Real Estate Contracting Officer, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the Real Estate Contracting Officer.

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 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 Real Estate Contracting Officer 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 sub-lessees 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 or a minimum Combined Single Limit of \$1,000,000, whichever is greater, 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 Lessee, sub-lessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the Real

Estate Contracting Officer a copy of the policy or policies, or, if acceptable to the Real Estate Contracting Officer, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by The Real Estate Contracting Officer every three years or upon renewal or modification of this lease.

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 Real Estate Contracting Officer be given thirty (30) days' notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the Real Estate Contracting Officer. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The Real Estate Contracting Officer may require closure of any or all of the premises during any period for which the Lessee and/or its sub-lessees 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 the Real Estate Contracting Officer. 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 time as the Real Estate Contracting Officer 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 Real Estate Contracting Officer, said property shall either become the property of the United States without compensation therefor, or the Real Estate Contracting Officer 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 opinion of the Real Estate Contracting Officer, interfere with developments, present or proposed, by the Lessee. The lessee will not close any established access routes without written permission of the Real Estate Contracting Officer.

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 sub-lessees 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 Real Estate Contracting Officer. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance, or fails to obtain correction of deficiencies by sub-lessees or licensees. 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 Real Estate Contracting Officer 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 sub-lessees and concessionaires operate and maintain the premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the Real Estate Contracting Officer, 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 within the time specified, the Real Estate Contracting Officer 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 sub-lessees 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 sub-lessees 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 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 Real Estate Contracting Officer.

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. 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 that 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. The routine request for rental payment that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

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

(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.

(iv) the certifier is authorized to certify the claim on behalf of the Lessor.

(3) The individual signing on behalf of the Lessee must be authorized to certify the claim on behalf of the Lessee and shall be:

(i) If the Lessee is an individual, the certificate shall be executed by that individual.

(ii) If the Lessee is not an individual, the certification shall be executed by an individual authorized to certify on behalf of the entity who is –

(a) A senior company official in charge of the Lessee's location involved; or

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

e. The Lessor'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 Lessor 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 Lessor 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 Lessor 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 Lessor.

27. ENVIRONMENT 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 leased area 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 Real Estate Contracting Officer before any pesticides or herbicides are applied to the premises.

28. ENVIRONMENTAL SITE ASSESSMENT

An Environmental Site Assessment (ESA) 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 "D"**. Upon expiration, revocation or termination of this lease, another ESA shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the Real Estate Contracting Officer 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 Real Estate Contracting Officer and protect the site and the material from further disturbance until the Real Estate Contracting Officer gives clearance to proceed.

30. SOIL AND WATER CONSERVATION

The Lessee shall maintain in a manner satisfactory to the Real Estate Contracting Officer, 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 spoil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the Real Estate Contracting Officer.

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 Real Estate Contracting Officer.

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 or 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 the lease be 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 all 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; 33 U.S.C. § 403), or Section 404 of the Clean Water Act (33 U.S.C. § 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.

Executive Order 13658. The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

a. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

b. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

c. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

d. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

e. Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

f. Payroll Records.

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (f)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by

authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number.
- (ii) The worker's occupation(s) or classification(s).
- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

g. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

h. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

i. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

j. Anti-retaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

k. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

l. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-

Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

m. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

37. EXECUTIVE ORDER 13706

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

a. Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

b. Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

c. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

d. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

e. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

f. Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classification(s);

(iii) The rate or rates of wages paid (including all pay and benefits provided);

(iv) The number of daily and weekly hours worked;

(v) Any deductions made;

(vi) The total wages paid (including all pay and benefits provided) each pay period;

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;

(ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);

(xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;

(xiii) The relevant covered contract;

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)

(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately

segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or

(iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis- Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)

(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

g. The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

h. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

i. Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

j. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

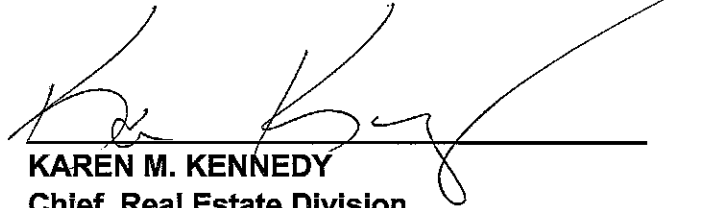
k. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

l. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

THIS LEASE replaces Department of the Army Lease No. DACW01-1-04-0064.

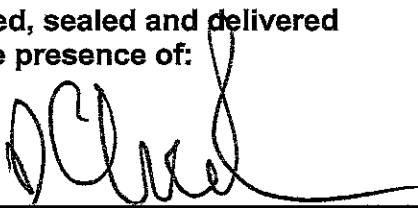
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IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this 21st day of August, 2024.



KAREN M. KENNEDY
Chief, Real Estate Division
Real Estate Contracting Officer

Signed, sealed and delivered
in the presence of:

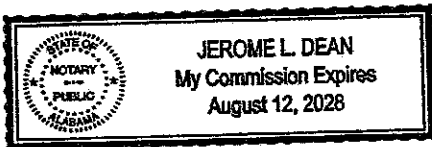


Unofficial Witness


NOTARY PUBLIC

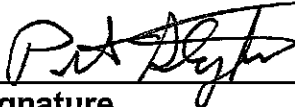
My Commission Expires 8/12/2028

[SEAL]



THIS LEASE is also executed by the Lessee this 23rd day of July, 2024.

DECATUR COUNTY, GEORGIA:


Signature

Pete Stephens
Printed Name

Chairman
Title

229-248-3030
Phone Number

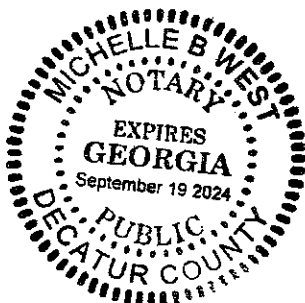
Signed, sealed and delivered
in the presence of:

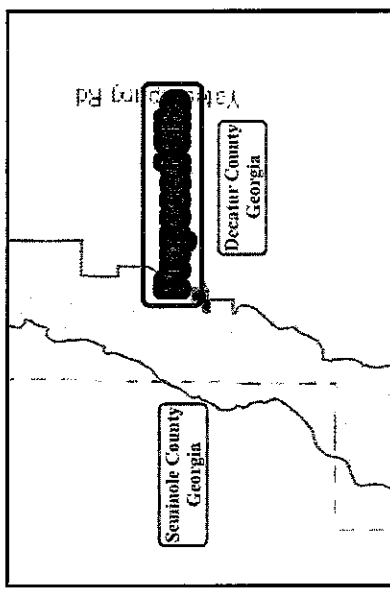

Unofficial Witness

Michelle B. West
NOTARY PUBLIC

My Commission Expires _____


[SEAL]





○ Monuments

Lease Site



Government Boundary Line

Tracts

1:2,400

Tract	Acres Per Tract
N-1302	2.4
N-1303	1.2

All Bearings, Distances, and Acreages are Approximate



**LAKE SEMINOLE
DESCRIPTION FOR LEASE
TO DECATUR COUNTY
(SMITH LANDING)**

All that tract or parcel of land lying and being in Land Lots 219 and 220, 2th District, Decatur County, Georgia, more particularly described as follows:

Commencing at a monument stamped "N02-5", which is 60 feet, more or less, North of the South line and 1,200 feet, more or less, West of the East line of said Land Lot 219, at a corner of a tract of land owned by the United States of America at Lake Seminole and at plane coordinate position North 325,972.53 feet and East 317,365.87 feet based on Transverse Mercator Projection, Georgia West Zone, NAO '27;

Thence N 01° 03' E along the boundary of said United States tract a distance of 220 feet to the POINT OF BEGINNING;

Thence along the boundary of said United States tract the following bearings and distances;

S 01° 03' W feet to said monument stamped "N02-5";

S 88° 57' E 150.0 feet to a monument stamped "N02-6";

S 01° 03' W 79.9 feet to a monument stamped "N02-7";

N 88° 57' W 155.5 feet to a monument stamped "N02-7 A";

S 00° 02' W 74.4 feet to a monument stamped "N02-7B";

N 89° 49' W 225.0 feet to a monument stamped "N02-8 (Reset)";

S 00° 18' W 50.0 feet;

Thence due West 230 feet, more or less, to appoint on the contour at elevation 77.5 feet above Mean Sea Level;

Thence Northerly and Northeasterly along the meanders of said 77.5 foot contour a distance of 550 feet, more or less, to a point on a line which bears due West from the point of beginning.

Thence due East 300 feet, more or less, to the point of beginning.

Containing 3.60 acres, more or less, and being a part of Tract N-1302 and N-1303 of the Lake Seminole Project.

LAKE SEMINOLE
SMITH'S LANDING PUBLIC USE AREA
DECATUR COUNTY, GEORGIA

DEVELOPMENT PLAN

The lessee has no new development planned for this lease term.

PLAN OF OPERATION AND MAINTENANCE

Decatur County performs the following administration and maintenance:

1. At least once a week, pick up all trash, and other debris along the access road, in and adjacent to parking areas, and adjacent to launching ramp.
2. At least twice a week remove all refuse from receptacles.
3. At least once a month (April through November), mow grass adjacent to access road and parking areas.
4. Decatur County Sheriff's Office provides the necessary surveillance to assure protection of the area's visitors and natural features.
5. Maintain all facilities in good repair.

ENVIRONMENTAL SITE ASSESSMENT
Phase1
USACE Mobile District

This report was prepared IAW ER 200-2-3 Chapter 10 Real Estate, and ASTM Standard E1527-21 to document *all appropriate inquiries* into the previous ownership and uses of the property with the goal of identifying *recognized environmental conditions*.

1. Summary *(Per ASTM 1527-21 paragraph X5.1 Summary—This section provides a summary of the Phase I Environmental Site Assessment process and may include findings, opinions and conclusions.)*

This report was prepared at the request of the Mobile District Real Estate Division as part of the lease renewal process. The lessee Decatur County, Georgia has requested to renew the lease. Any areas of potential environmental concern were reviewed and through consultation with the Georgia Department of Environmental Protection, found no significant concerns relating to the environmental condition of the parcel.

2. Introduction *(Per ASTM 1527-21 paragraph X5.2 Introduction—This section identifies the property ((location and legal description)) and the purpose of the Phase I Environmental Site Assessment. This section also provides a place to discuss contractual details ((including scope of work)) as well as limiting conditions, deviations, exceptions, significant assumptions, and special terms and conditions.)*

The lease area is located at the west terminus of Smith Landing Road in Decatur County, GA. The total lease area is 4.6 acres in Tracts N-1302 (2.4 acres) and N-1303 (1.2 acres). The legal description of the lease area as follows:

All that tract or parcel of land lying and being in Land Lots 219 and 220, 2nd District, Decatur County, Georgia, more particularly described as follows:

Commencing at a monument stamped "N 02-5", which is 60 feet, more or less, North of the South line and 1,200 feet, more or less, West of the East line of said Land Lot 219, at a corner of a tract of land owned by the United States of America at Lake Seminole and at plane coordinate position North 325,972.53 feet and East 317,365.87 feet based on Transverse Mercator Projection, Georgia West Zone, NAO '27;

Thence N 01° 03' E along the boundary of said United States tract a distance of 220 feet to the POINT OF BEGINNING;

Thence along the boundary of said United States tract the following bearings and distances;

S 01° 03' W feet to said monument stamped "N 02-5";

S 88° 57' E 150.0 feet to a monument stamped "N 02-6";

S 01 ° 03' W 79.9 feet to a monument stamped "N 02-7";

N 88° 57' W 155.5 feet to a monument stamped "N 02-7 A";

S 00° 02' W 74.4 feet to a monument stamped "N 02-7B";

N 89° 49' W 225.0 feet to a monument stamped "N 02-8 (Reset)";

S 00° 18' W 50.0 feet;

Thence due West 230 feet, more or less, to appoint on the contour at elevation 77.5 feet above Mean Sea Level;

Thence Northerly and Northeasterly along the meanders of said 77.5 foot contour a distance of 550 feet, more or less, to a point on a line which bears due West from the point of beginning.

Thence due East 300 feet, more or less, to the point of beginning.

Containing 3.60 acres, more or less, and being a part of Tract N-1302 and N-1303 of the Lake Seminole Project.

3. Records Review *(Per ASTM 1527-21 paragraph X5.4 Records Review—This section presents a review of physical setting sources, standard and additional environmental records sources, and historical use information on the property and surrounding area as detailed in Section 8, Records Review.)*

Environmental Protection Agency FRS Facility Query, https://frs-public.epa.gov/ords/frs_public2/fii_map_master.fii_retrieve?fac_search=primary_name&fac_value=&fac_search_type=Beginning+With&postal_code=&location_address=&add_search_type=B&city_name=Bainbridge&county_name=Decatur&state_code=GA&epa_region_code=&cong_dist=&legis_dist=&huc_code=&fed_agency=&TribalLand=0&selectTribe=noselect&sic_type=Equal+to&sic_code_to=&naic_type=Equal+to&naic_to=&org_name=&duns_num=&prog_search=&int_search=&search_type=&search_type=all&all_programs=YES&sysname=&page_no=1&output_sql_switch=TRUE&report=1&database_type=FI&tribal_ind=&last_facility=&univ_search=&fac_search_term=&tribetype=&triballand=&selecttribe=&tribedistance1=

Federal Emergency Management Agency, FEMA Flood Map Service Center. <https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd>. 12/05/2023.

Georgia Department of Natural Resources, Brownfield Public Listing. https://geos.epd.georgia.gov/GA/GEOS/Public/Client/GA_GEOS/Public/Pages/PublicApplicationList.aspx

Georgia Department of Natural Resources, Hazardous Site Inventory. <https://epd.georgia.gov/about-us/land-protection-branch/hazardous-waste/hazardous-site-inventory>

US Army Corps of Engineers, Saunders Slough Lease Preliminary Assessment Screening. 03/02/1999.

US Coast Guard National Response Center, <https://nrc.uscg.mil/>.

US Environmental Protection Agency Superfund Site Search, <https://cumulis.epa.gov/supercpad/cursites/srchrslt.cfm?start=1>

US Fish and Wildlife Service, Wetlands Mapper. <https://fwsprimary.wim.usgs.gov/wetlands/apps/wetlands-mapper/>

NETROnline Environmental Data Report, <https://environmental.netronline.com/>

4. Site Reconnaissance *(Per ASTM 1527-21 paragraph X5.5 Site Reconnaissance—This section includes site reconnaissance observations as discussed in Section 9, Site Reconnaissance, including*

general site setting, interior and exterior observations, and uses and conditions of the property and adjoining properties.)

Site visit by Brent Mortimer occurred on 15SEP2023 and Jody Timmons on 25OCT2023. Lease area is consisting of part of a concrete boat ramp. There is no evidence of any adverse environmental conditions occurring at the lease area.

5. Interviews *(Per ASTM 1527-21 paragraph X5.6 Interviews—This section provides a summary of interviews conducted as detailed in Section 10, Interviews with Past and Present Owners and Occupants, and Section 11, Interviews with State and Local Government Officials.)*

Interviews were conducted with the USACE Natural Resource Manager Jody Timmons and personal knowledge of the site by Brent Mortimer who was a former Park Ranger on the project from 2006-2009 and current Environmental Compliance Coordinator 2009-2023.

Findings and Opinions *(Per ASTM 1527-21 paragraph X5.8 Findings and Opinions— This section documents the findings, opinions and conclusions of the Phase I Environmental Site Assessment as stated in Section 12. This section also includes additional investigations, data gaps, deletions.)*

B.1: Concrete boat ramp, wooden boat dock, gravel parking area, and gravel picnic table pads

B.3: N/A No buildings are present

B.6: N/A No buildings are present

B.7: N/A No buildings are present

B.9: Gravel parking area maintained by Decatur County, GA

C.1: N/A No structures other than concrete boat ramp, wooden boat dock

C.2: N/A No structures other than concrete boat ramp, wooden boat dock

C.3: N/A No structures other than concrete boat ramp, wooden boat dock

C.4: Concrete boat ramp and wooden boat dock

C.5: N/A No painted surfaces

C.6: N/A

C.7: N/A No painted surfaces

C.9: N/A No Insecticide, Pesticides or Rodenticides used on the site.

C.19: N/A No enclosed structures present on the site

C.20: N/A

C.21: N/A No structure present on the site

C.30: Site is located in Flood zone A

6. Non-Scope Considerations *(Per ASTM 1527-21 paragraph X5.7 Non-Scope Services— This section provides a place for recommendations and summarizes additional services discussed in Section 13, which are not a part of this practice.)*

N/A

7. Environmental Professional Qualifications *(Per ASTM 1527-21 Section 7.5.1 and X2.1 Environmental Professional), state specific education, training, and experience necessary to exercise*

professional judgment to develop opinions and conclusions regarding conditions indicative of releases or threatened releases (see §312.1(c)) on, at, in, or to a property, sufficient to meet the objectives and performance factors in §312.20(e) and (f).)

Brent Mortimer is an Environmental Compliance Coordinator with 14 years' experience as an Environmental Professional, conducting twenty-three (23) Phase 1 Environmental Site Assessments for various real estate transactions since 2009.

Conclusion

I have performed a Phase I Environmental Site Assessment of the property in conformance with the scope and limitations of ASTM Practice E1527. Any exceptions to, or deletions from, this practice are described in the Evaluation Section of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the property except those (if any) described below.

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Brent Mortimer
ACF Rivers Project
Environmental Compliance Coordinator

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8. District Environmental Compliance Coordinator Review and Concurrence

HASKELL.
ERIC.C.126
8142378
Eric Haskell
Mobile District
Environmental Compliance Coordinator

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APPENDIX A – Records Review Checklist

Property: Smith Landing, Lake Seminole

Date Prepared: 2/8/24

Standard Federal, State, and Tribal Environmental Record Sources –The following standard environmental record sources were reviewed, according to the conditions of ASTM 1527-21 Section 8. Records located are described in the Environmental Site Assessment.

Source	NETROnline Report	Approximate Minimum Search Distance, miles (kilometers)	Search conducted: 1.0 Miles
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EPA's Superfund Enterprise Management System

<http://cumulis.epa.gov/supercpad/cursites/srchsites.cfm>

☒ Yes ☐ No

Federal NPL site list 1.0 (1.6)

Federal Delisted NPL site list 0.5 (0.8)

Federal CERCLIS list 0.5 (0.8)

Federal CERCLIS NFRAP site list property and adjoining properties

State and Tribal CERCLIS 0.5 (0.8)

State and Tribal NPL 1.0 (1.6)

EPA's Federal Registry System (Select RCRAInfo, it will give you all this information)

<https://www.epa.gov/frs/frs-query>

☒ Yes ☐ No

Federal RCRA CORRACTS TSD facilities list 1.0 (1.6)

Federal RCRA non-CORRACTS TSD facilities list 0.5 (0.8)

Federal RCRA generators list property and adjoining properties

State and Tribal leaking storage tanks 0.5 (0.8)

State and Tribal landfill and/or solid waste disposal lists 0.5 (0.8)

State and Tribal Brownfield sites 0.5 (0.8)

State and Tribal registered storage tank 0.5 (0.8)

State and Tribal volunteer cleanup site 0.5 (0.8)

Federal ERNS list property only

☒ Yes ☐ No

Environmental Professional

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APPENDIX B - All Appropriate Inquiries

Property: Smith Landing, Lake Seminole

Date Prepared: 2/8/24

This checklist is utilized to identify uses and conditions of the *property* to the extent that were *visually and/or physically observed* on a site visit, or to the extent they are identified during *interviews* or *record review* processes as described in ASTM 1527-21. Describe identified uses and conditions in the Environmental Site Assessment report.

	Observed	Interview	Record Review	No	YES
B.1 Are there structures or other improvements on the property? (ASTM 1527-21 para 9.4.7)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B.2. Is there stained soil or pavement? (ASTM 1527-21 para 9.4.23)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.3 Are buildings on the property heated/cooled? (ASTM 1527-21 para 9.4.19)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.4 Does the property have a source of potable water. (ASTM 1527-21 para 9.4.9)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.5 Does the property have a sewage disposal system including on-site septic systems or cesspools. (ASTM 1527-21 para 9.4.10 and 9.4.28)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.6 Are there stains or corrosion on floors, walls, or ceilings? (ASTM 1527-21 para 9.4.20)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.7 Are there floor drains and sumps on the property? (ASTM 1527-21 para 9.4.21)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.8 Are there above-ground storage tanks, or underground storage tanks or vent pipes, fill pipes or access ways indicating underground storage tanks on the property? (ASTM 1527-21 para 9.4.12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.9 Are there public thoroughfares adjoining the property or any roads, streets, and parking facilities on the property. (ASTM 1527-21 para 9.4.8)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B.10 Are current uses likely to involve the use, treatment, storage, disposal, or generation of hazardous substances or petroleum product? (ASTM 1527-21 para 9.4.1)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.11 Did past uses of the site involve the use, treatment, storage, disposal, or generation of hazardous substances or petroleum products? (ASTM 1527-21 para 9.4.2)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.12 Are current uses of adjoining properties likely to indicate recognized environmental conditions with the adjoining property or the property? (ASTM 1527-21 para 9.4.3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.13 Are past uses of adjoining properties likely to indicate recognized environmental conditions with the adjoining property or the property? (ASTM 1527-21 para 9.4.4)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.14 Are there current or past uses in the Surrounding Area likely to indicate recognized environmental conditions in connection with the property?(ASTM 1527-21 para 9.4.5)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.15 Are hazardous substances or petroleum products likely to migrate to the property, or within or from the property, into groundwater or soil? (ASTM 1527-21 para 9.4.11)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.16 Are there any strong, pungent, or noxious odors on the property? (ASTM 1527-21 para 9.4.13)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

APPENDIX B - All Appropriate Inquiries

Property: Smith Landing, Lake Seminole

Date Prepared: 2/8/24

This checklist is utilized to identify uses and conditions of the *property* to the extent that were *visually and/or physically observed* on a site visit, or to the extent they are identified during *interviews* or *record review* processes as described in ASTM 1527-13. Describe identified uses and conditions in the Environmental Condition of Property report.

	Observed	Interview	Record Review	No	YES
B.17 Is there standing surface water or pools/sumps containing liquids likely to be hazardous substances or petroleum products on the property? (ASTM 1527-21 para 9.4.14)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.18 Are there containers identified as containing hazardous substances or petroleum products on the property and are or might be a recognized environmental condition? (ASTM 1527-13 para 9.4.2.8)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.19 Are there containers containing unidentified substances suspected of being hazardous substances or petroleum products on the property? (ASTM 1527-21 para 9.4.17)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.20 Is there electrical or hydraulic equipment known to contain PCBs or likely to contain PCBs on the property? (ASTM 1527-21 para 9.4.18)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.21 Are there pits, ponds, or lagoons on the property? (ASTM 1527-13 para 9.4.22)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.22 Are there areas of stressed vegetation (from something other than insufficient water) on the property? (ASTM 1527-21 para 9.4.24)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.23 Are there areas that are apparently filled or graded by non-natural causes (or filled with fill of unknown origin) suggesting trash, construction debris, demolition debris, or other solid waste disposal, or mounds or depressions suggesting trash or other solid waste disposal on the property? (ASTM 1527-21 para 9.4.25)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.24 Is there any wastewater or other liquid (including storm water) discharged to or from the property? (ASTM 1527-21 para 9.4.26)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.25 Are there any wells including dry wells, irrigation wells, injection wells, abandoned wells, or other wells on the property? (ASTM 1527-21 para 9.4.27)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Environmental Professional

Environmental Professional's Signature

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APPENDIX C - Non-Scope Considerations Checklist

Property: Smith Landing, Lake Seminole

Date Prepared: 2/8/24

This checklist is utilized to identify uses and conditions of the *property* to the extent that were *visually and/or physically observed* on a site visit, or to the extent they are identified during *interviews* or *record review* processes as described in ASTM 1527-21. Describe identified uses and conditions in the Environmental Condition of Property report.

	Observed	Interview	Record Review	No	YES
C.1 Is there documented evidence of asbestos (e.g., tests, surveys, management plan) in any of the facilities on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.2 Has all friable asbestos on the property or within facilities on the property been removed or become subject to an Operation and Maintenance (O&M) program so that it does not create the potential for human exposure?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.3 Does the site survey of pre-1980 construction identify potential asbestos containing materials (e.g., boiler insulation, floor tiles, building siding, shingles, roofing felt, wall and ceiling insulation, acoustical ceiling tiles, window putty, fuse boxes, heat reflectors, air duct lining)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.4 Were any structures or facilities on the property constructed prior to 1979?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.5 Has a screening test been conducted on the property for lead-based paint?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.6 If so, were the screening tests positive for lead-based paint?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.7 Is any of the on-site paint peeling or chipped?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.8 Are insecticides, fungicides, or rodenticides used in greater than household quantities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.9 Are insecticides, fungicides, or rodenticides used in accordance with manufacturers instructions/recommendations? If, NO, comment in report.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.10 Are insecticides, fungicides, or rodenticides stored on site in greater than household quantities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.11 Have there been reports or evidence of a spill of any pesticides, fungicides, or herbicides on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.12 Has the property been used for chemical or biological testing?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.13 Has the property been used for burying medical or biohazardous waste?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.14 Have any citizen complaints or local law enforcement actions occurred regarding munitions or explosives on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.15 Has the site served as a small arms test range or otherwise to service weapons?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.16 Are any ranges, berms, open burning/open detonation (OB/OD), training, or impact areas onsite?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.17 Has the property ever been suspected to contain radioactive waste, including mixed waste?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.18 Have radiological substances ever been used or services provided on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

APPENDIX C - Non-Scope Considerations Checklist

Property: Smith Landing, Lake Seminole

Date Prepared: 2/8/24

This checklist is utilized to identify uses and conditions of the *property* to the extent that were *visually and/or physically observed* on a site visit, or to the extent they are identified during *interviews* or *record review* processes as described in ASTM 1527-13. Describe identified uses and conditions in the Environmental Condition of Property report.

	Observed	Interview	Record Review	No	YES
C.19 Has the property been surveyed for radon?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.20 Did the radon survey indicate test results above 4 pCi/l (pico curies/liter)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.21 Do records indicate that nearby structures have elevated indoor levels of radon?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.22 Does the facility emit air pollutants into the environment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.23 Is the facility a type for which new standards of performance (NSPS) have been promulgated? See 40 C.F.R. Part 60 for a list of new source categories and applicable standards?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.24 Is the facility in violation or has the facility been in violation of the NSPS or the permit?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.25 Is the facility located in a nonattainment area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.26 Will the facility be subject to maximum attainable control technology (MACT)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.27 Is the capital expenditure required to meet the requirements of emissions reductions in the new Clean Air Act, i.e., is the facility required to reduce emissions because it is a non-attainment area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.28 Does the facility incinerate any wastes of any kind?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.29 Does the property have erosion problems (i.e., gullies, arroyos, sediment loading during storms)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.30 Are there any floodplains or wetlands or sinkholes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.31 Are there any valuable mineral resources?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.32 Is mold present in facilities on the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.33 Are there any other conditions that exist on the property that should be considered in the decision to outgrant?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Environmental Professional

Environmental Professional's Signature

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APPENDIX D - Personnel Interviewed

Property: Smith Landing, Lake Seminole

Date Prepared: 2/8/24

The objective of *interviews* is to obtain information indicating *recognized environmental conditions* in connection with the property. Listed below are the past and present owners, operators, and occupants of the property, as well as federal, state, and/or local government officials with knowledge of the current and historical uses and condition of the property. (ASTM 1527-21 Sections 10 and 11)

Name: Dennis Medley

Title: Decatur County Public Works Director

Date last interviewed: 06-Dec-23

Other
info: Email communication

Name: Jody Timmons

Title: Natural Resource Manager

Date last interviewed: 07-Dec-23

Other
info: In person

Name: Angela Griffin

Title: Assistant Natural Resource Manager

Date last interviewed: 07-Dec-23

Other
info: In person

Name: Charlie McCann

Title: Fire Chief

Date last interviewed: 08-Feb-24

Other
info: Phone 229-248-3011, 40 years with Decatur Co Fire.

Name:

Title:

Date last interviewed:

Other
info:

APPENDIX D - Personnel Interviewed

Property: Smith Landing, Lake Seminole

Date Prepared: 2/8/24

Name:

Title:

Date last interviewed:

Other
info:

Name:

Title:

Date last interviewed:

Other
info:

Name:

Title:

Date last interviewed:

Other
info:

Name:

Title:

Date last interviewed:

Other
info:

Name:

Title:

Date last interviewed:

Other
info:

Environmental Professional

Environmental Professional's Signature

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Appendices

APPENDIX A - Records Review Checklist

APPENDIX B - All Appropriate Inquiries Checklist

APPENDIX C - Non-Scope Considerations Checklist

APPENDIX D - Personnel Interviewed

APPENDIX E - Photographs/Map(s) of Property

APPENDIX F – Other supporting documentation

APPENDIX E

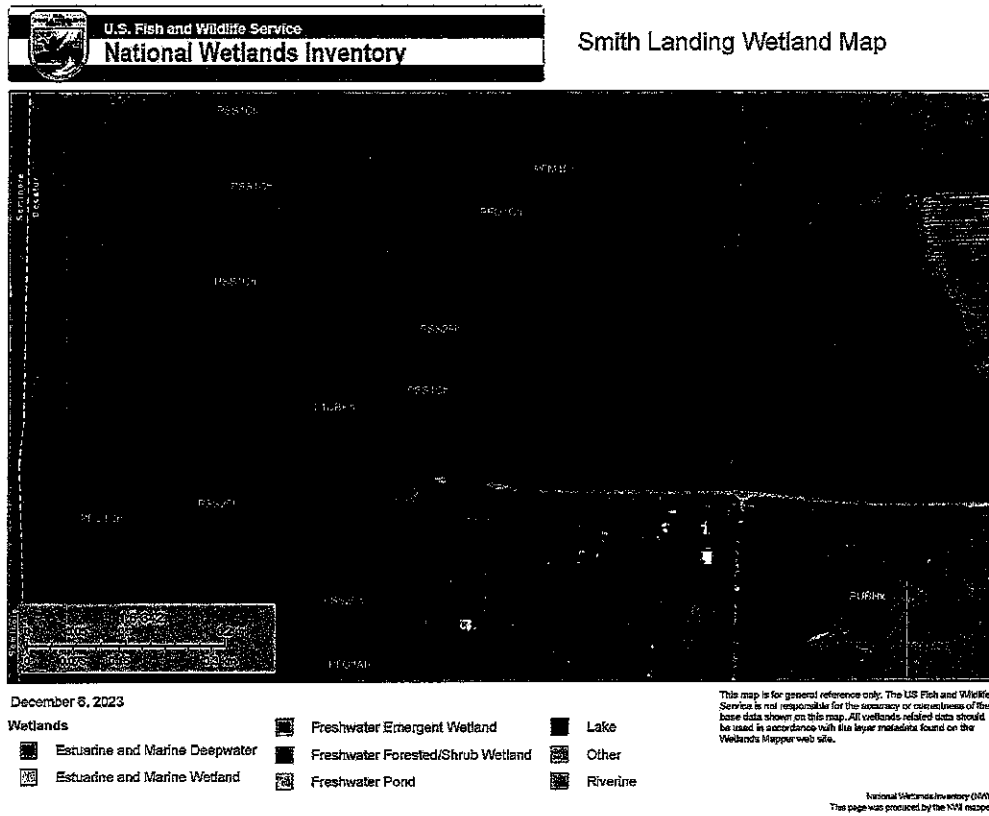


Figure 1: USFWS Wetland Map





Figure 3: Concrete boat ramp and wooden courtesy dock.



Figure 4: Gravel roadway and parking.

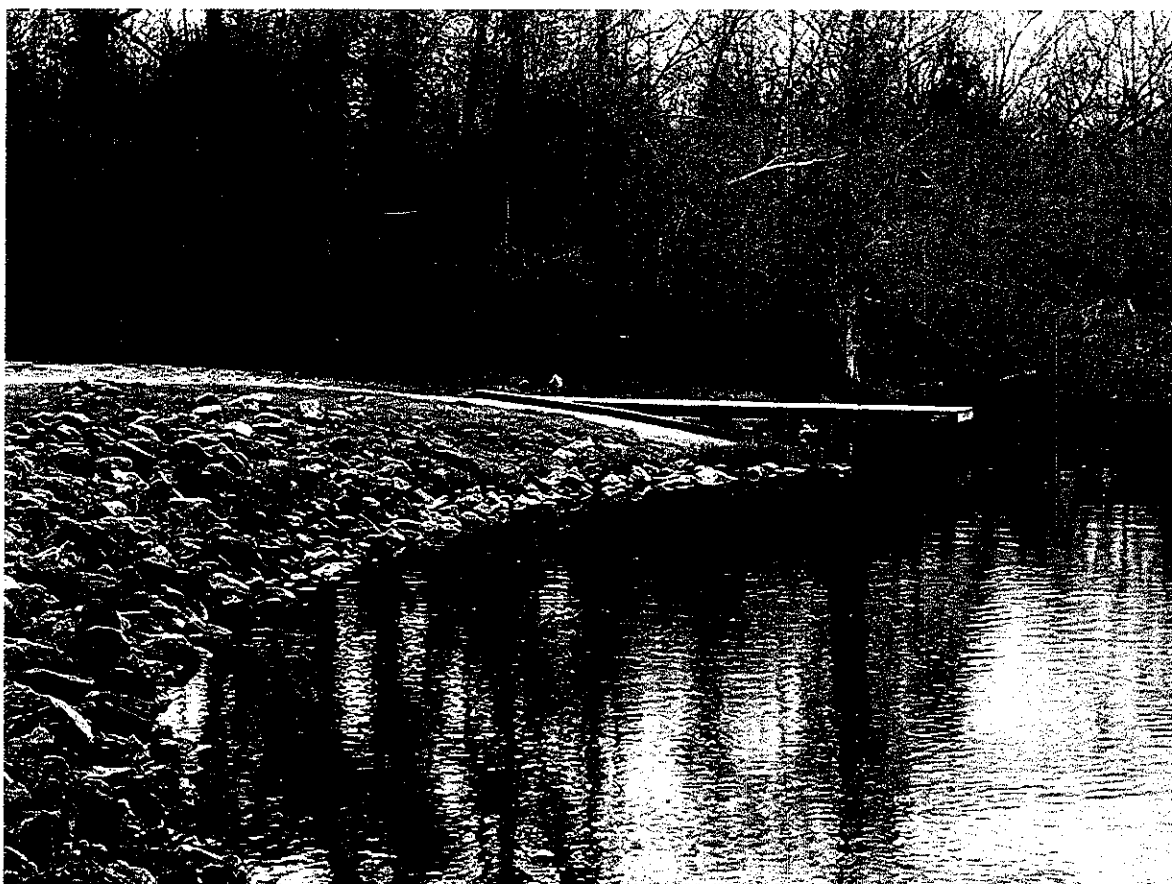


Figure 5: Rip rap erosion protection.



Figure 6: Erosion upstream of rip rap and picnic area.



Figure 7: Picnic area and parking.



Figure 8: Entry road to Smith's Landing.

APPENDIX F

Site Name: Smith Landing
Location: Smith Landing Road
Prepared for: Brent Mortimer
Ref: ESA
Center Coordinates: 30.895067437009153,-84.74966662590893
Prepared Date: Tue Dec 05 2023 08:51:33 GMT-0700 (Mountain Standard Time)

ENVIRONMENTAL RADIUS REPORT

ASTM E1527-21



2055 E. Rio Salado Pkwy, Tempe, AZ 85381 | 480-967-6752

Summary

Federal

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Lists of Federal NPL (Superfund) sites	0	0	0
Lists of Federal Delisted NPL sites	0	0	-
Lists of Federal sites subject to CERCLA removals and CERCLA orders	0	0	-
Lists of Federal CERCLA sites with NFRAP	0	0	-
Lists of Federal RCRA facilities undergoing Corrective Action	0	0	0
Lists of Federal RCRA TSD facilities	0	0	-
Lists of Federal RCRA generators	0	-	-
Federal institutional control/engineering control registries	0	-	-
Federal ERNS list	0	-	-

State

< 1/4 1/4 - 1/2 1/2 - 1

Lists of state and tribal Superfund equivalent sites	0	0	0
Lists of state and tribal hazardous waste facilities	0	0	-
Lists of state and tribal landfills and solid waste disposal facilities	0	0	-
Lists of state and tribal leaking storage tanks	0	0	-
Lists of state and tribal registered storage tanks	0	-	-
State and tribal institutional control/engineering control registries	0	-	-
Lists of state and tribal voluntary cleanup sites	0	0	-
Lists of state and tribal brownfields sites	0	0	-

Other

	< 1/4	1/4 - 1/2	1/2 - 1
State and/or tribal lists of sites requiring further investigation / remediation	0	0	-
State list of Significant Environmental Hazards (SEH)	0	0	-
Lists of state and tribal mine sites requiring further investigation and/or remediation	0	0	-
State and/or tribal lists of spills and spill responses	0	0	-
State and/or tribal lists of emergency responses	0	0	-
State and/or tribal lists of dry cleaners	0	0	-
State and/or tribal lists of clandestine laboratory cleanups	0	0	-
State and/or tribal lists of scrap/used tire processing facilities	0	0	-
State and/or tribal lists of underground injection control sites	0	0	-
State and/or tribal listings of permitted drywells	0	-	-
Automobile salvage yards	0	0	-
Livestock Waste Control sites	0	0	-
Controlled Animal Feeding Operations (CAFOs)	0	0	-
State and/or tribal lists of registered aboveground storage tanks (ASTs)	0	0	-
C.A.A. Permitted Facilities	0	0	-
NPDES Permitted Facilities	0	0	-
Onsite Wastewater Treatment sites	0	0	-
State and/or tribal lists of permitted facilities	0	-	-
Resource Conservation and Recovery Act Information (RCRAInfo)	0	0	-
U.S. EPA Enforcement, Compliance History Online (ECHO)	0	0	-
U.S. EPA Underground Storage Tanks (UST)	0	-	-
U.S. EPA Toxic Substances Control Act (TSCA) database	0	0	-
U.S. EPA Toxic Release Inventory System (TRIS)	0	0	-

Lists of Federal NPL (Superfund) sites

The National Priorities List (NPL) is the list of sites of national priority among the known releases or threatened releases of hazardous substances, pollutants, or contaminants throughout the United States and its territories. The NPL is intended primarily to guide the EPA in determining which sites warrant further investigation. The NPL is updated periodically, as mandated by CERCLA.

There were no Federal NPL sites found within a one-mile radius of the target property.

Lists of Federal Delisted NPL sites

The EPA may delete a final NPL site if it determines that no further response is required to protect human health or the environment. Under Section 300.425(e) of the NCP (55 FR 8845, March 8, 1990), a site may be deleted when no further response is appropriate if EPA determines that one of the following criteria has been met: 1) EPA, in conjunction with the state, has determined that responsible parties have implemented all appropriate response action required, 2) EPA, in consultation with the state, has determined that all appropriate Superfund-financed responses under CERCLA have been implemented and that no further response by responsible parties is appropriate, 3) A remedial investigation/feasibility study (RI/FS) has shown that the release poses no significant threat to public health or the environment and, therefore, remedial measures are not appropriate.

There were no Federal Delisted NPL sites found within a half-mile radius of the target property.

Lists of Federal sites subject to CERCLA removals and CERCLA orders

CERCLA identifies the classes of parties liable under CERCLA for the cost of responding to releases of hazardous substances. In addition, CERCLA contains provisions specifying when Federal installations must report releases of hazardous substances and the cleanup procedures they must follow. Executive Order No. 12580, Superfund Implementation, delegates response authorities to EPA and the Coast Guard. Generally, the head of the Federal agency has the delegated authority to address releases at the Federal facilities in its jurisdiction.

There were no Federal sites subject to CERCLA removals and/or orders found within a half-mile radius of the target property.

Lists of Federal CERCLA sites with NFRAP

No Further Remedial Action Planned (NFRAP) is a decision made as part of the Superfund remedial site evaluation process to denote that further remedial assessment activities are not required and that the facility/site does not pose a threat to public health or the environment sufficient to qualify for placement on the National Priorities List (NPL) based on currently available information. These facilities/sites may be re-evaluated if EPA receives new information or learns that site conditions have changed. A NFRAP decision does not mean the facility/site is free of contamination and does not preclude the facility/site from being addressed under another federal, state or tribal cleanup program.

There were no Federal CERCLA sites with No Further Remedial Action Planned (NFRAP) decisions found within a half-mile radius of the target property.

Lists of Federal RCRA facilities undergoing Corrective Action

Corrective action is a requirement under the Resource Conservation and Recovery Act (RCRA) that facilities that treat, store or dispose of hazardous wastes investigate and cleanup hazardous releases into soil, ground water, surface water and air. Corrective action is principally implemented through RCRA permits and orders. RCRA permits issued to TSDFs must include provisions for corrective action as well as financial assurance to cover the costs of implementing those cleanup measures. In addition to the EPA, 44 states and territories are authorized to run the Corrective Action program.

There were no Federal RCRA facilities undergoing corrective action(s) found within a one-mile radius of the target property.

Lists of Federal RCRA TSD facilities

The final link in RCRA's cradle-to-grave concept is the treatment, storage, and disposal facility (TSDF) that follows the generator and transporter in the chain of waste management activities. The regulations pertaining to TSDFs are more stringent than those that apply to generators or transporters. They include general facility standards as well as unit-specific design and operating criteria.

There were no Federal RCRA treatment, storage and disposal facilities (TSDFs) found within a half-mile radius of target property.

Lists of Federal RCRA generators

A generator is any person who produces a hazardous waste as listed or characterized in part 261 of title 40 of the Code of Federal Regulations (CFR). Recognizing that generators also produce waste in different quantities, EPA established three categories of generators in the regulations: very small quantity generators, small quantity generators, and large quantity generators. EPA regulates hazardous waste under the Resource Conservation and Recovery Act (RCRA) to ensure that these wastes are managed in ways that protect human health and the environment. Generators of hazardous waste are regulated based on the amount of hazardous waste they generate in a calendar month, not the size of their business or facility. **There were no Federal RCRA generators found at the target property and/or adjoining properties.**

Federal institutional control/engineering control registries

Institutional Controls (IC) are defined as non-engineered and/or legal controls that minimize the potential human exposure to contamination by limiting land or resource use. Whereas, Engineering Controls (EC) consist of engineering measures (e.g, caps, treatment systems, etc.) designed to minimize the potential for human exposure to contamination by either limiting direct contact with contaminated areas or controlling migration of contaminants through environmental media.

There were no Federal institutional or engineering controls found at the target property.

Federal ERNS list

The Emergency Response Notification System (ERNS) is a database used to store information on notification of oil discharges and hazardous substances releases. The ERNS program is a cooperative data sharing effort encompassing the National Response Center (NRC), operated by the US Coast Guard, EPA HQ and EPA regional offices. ERNS data is used to analyze release notifications, track EPA responses and compliance to environmental laws, support emergency planning efforts, and assist decision-makers in developing spill prevention programs.

There were no Federally recorded releases of oil and/or hazardous substances at the target property.

Lists of state and tribal Superfund equivalent sites

In order to maintain close coordination with the states and tribes in the NPL listing decision process, the EPA's policy is to determine the position of states and tribes on sites that EPA is considering for listing. Consistent with this policy, since 1996, it has been the EPA's general practice to seek the state or tribe's position on sites under consideration for NPL listing by submitting a written request to the governor/state environmental agency or tribe. Various states may have their own program for identifying, investigating and cleaning up sites where consequential amounts of hazardous waste may have been disposed that work in conjunction with the EPA's Superfund remedial program.

There were no State and/or tribal Superfund equivalent sites found within a one-mile radius of target property.

Lists of state and tribal hazardous waste facilities

EPA established basic hazardous waste management standards for businesses who produce hazardous waste and categorized three businesses based on the volume of hazardous waste produced in a calendar month. On the federal level, there are three generator categories: large quantity generator, small quantity generator, and conditionally exempt small quantity generator. Some states are authorized to establish generator categories that are different from those that federal EPA set up. State regulatory requirements for generators of hazardous waste may be more stringent than the federal program.

There were no State and/or tribal hazardous waste facilities found within a half-mile radius of the target property.

Lists of state and tribal landfills and solid waste disposal facilities

Title 40 of the CFR parts 239 through 259 contain the regulations for non-hazardous solid waste programs set up by the states. EPA has requirements for state solid waste permit programs, guidelines for the processing of solid waste, guidelines for storage and collection of commercial, residential and institutional solid waste, and the criteria for municipal solid waste landfills. State solid waste programs may be more stringent than the federal code requires.

There were no State and/or tribal landfills or solid waste disposal facilities found within a half-mile radius of the target property.

Lists of state and tribal leaking storage tanks

A typical leaking underground storage tank (LUST) scenario involves the release of a fuel product from an underground storage tank (UST) that can contaminate surrounding soil, groundwater, or surface waters, or affect indoor air spaces. Once a leak is confirmed, immediate response actions must be taken to minimize or eliminate the source of the release and to reduce potential harm to human health, safety, and the environment. Each state has unique requirements for initiating responses to a release, and it is up to the UST owner or operator to conduct actions in compliance with his/her local rules.

There were no State and/or tribal leaking storage tanks found within a half-mile radius of the target property.

Lists of state and tribal registered storage tanks

EPA initially issued UST regulations in 1988. In 2015, EPA modified the UST regulation, which was effective October 13, 2015 in Indian Country and states without State Program Approval. EPA recognizes that, because of the size and diversity of the regulated community, state and local governments are in the best position to oversee USTs: 1) State and local authorities are closer to the situation in their domain and are in the best position to set priorities, 2) Subtitle I of the Solid Waste Disposal Act allows state UST programs approved by EPA to operate in lieu of the federal program, 3) the state program approval (SPA) regulations set criteria for states to obtain the authority to operate in lieu of the federal program. State programs must be at least as stringent as EPA's. A complete version of the law that governs USTs can be found in U.S. Code, Title 42, Chapter 82, Subchapter IX.

There were no State and/or tribal registered storage tanks found at subject and adjoining properties.

State and tribal institutional control/engineering control registries

Institutional controls are non-engineered instruments such as administrative and legal controls that help minimize the potential for human exposure to contamination and/or protect the integrity of the remedy. Engineering controls consist of engineering measures (e.g, caps, treatment systems, etc.) designed to minimize the potential for human exposure to contamination by either limiting direct contact with contaminated areas or controlling migration of contaminants through environmental media. It is EPA's expectation that treatment or engineering controls will be used to address principal threat wastes and that groundwater will be returned to its beneficial use whenever practicable.

There were no State and/or tribal institutional and/or engineering controls found filed against the target property.

Lists of state and tribal voluntary cleanup sites

State cleanup programs play a significant role in assessing and cleaning up contaminated sites. State cleanup programs typically are programs authorized by state statutes to address brownfields and other lower-risk sites that are not of federal interest. The EPA has historically supported the use of state cleanup programs and continues to provide grant funding to establish and enhance the programs. This approach was codified in 2002 as Section 182 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

There were no State and/or tribal voluntary cleanup sites found within a half-mile radius of the target property.

Lists of state and tribal brownfields sites

Since its inception in 1995, EPA's Brownfields and Land Revitalization Program has grown into a proven, results-oriented program that has changed the way communities address and manage contaminated property. The program is designed to empower states, tribes, communities, and other stakeholders to work together to prevent, assess, safely clean up, and sustainably reuse brownfields. Beginning in the mid-1990s, EPA provided small amounts of seed money to local governments that launched hundreds of two-year Brownfields pilot projects and developed guidance and tools to help states, communities and other stakeholders in the cleanup and redevelopment of brownfields sites.

There were no State and/or tribal brownfields sites found within a half-mile radius of the target property.

State and/or tribal lists of sites requiring further investigation / remediation

No records found

State list of Significant Environmental Hazards (SEH)

No records found

Lists of state and tribal mine sites requiring further investigation and/or remediation

No records found

State and/or tribal lists of spills and spill responses

No records found

State and/or tribal lists of emergency responses

No records found

State and/or tribal lists of dry cleaners

No records found

State and/or tribal lists of clandestine laboratory cleanups

No records found

State and/or tribal lists of scrap/used tire processing facilities

No records found

State and/or tribal lists of underground injection control sites

No records found

State and/or tribal listings of permitted drywells

No state and/or tribal permitted drywells were found within a half-mile radius of the target property.

Automobile salvage yards

No records found

Livestock Waste Control sites

No records found

Controlled Animal Feeding Operations (CAFOs)

No records found

State and/or tribal lists of registered aboveground storage tanks (ASTs)

No records found

C.A.A. Permitted Facilities

No records found

NPDES Permitted Facilities

No records found

Onsite Wastewater Treatment sites

No records found

State and/or tribal lists of permitted facilities

No State and/or tribal permitted facilities found within a half-mile of the target property.

Resource Conservation and Recovery Act Information (RCRAInfo)

No records found

U.S. EPA Enforcement, Compliance History Online (ECHO)

No records found

U.S. EPA Underground Storage Tanks (UST)

No records found

U.S. EPA Toxic Substances Control Act (TSCA) database

No records found

U.S. EPA Toxic Release Inventory System (TRIS)

No records found

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