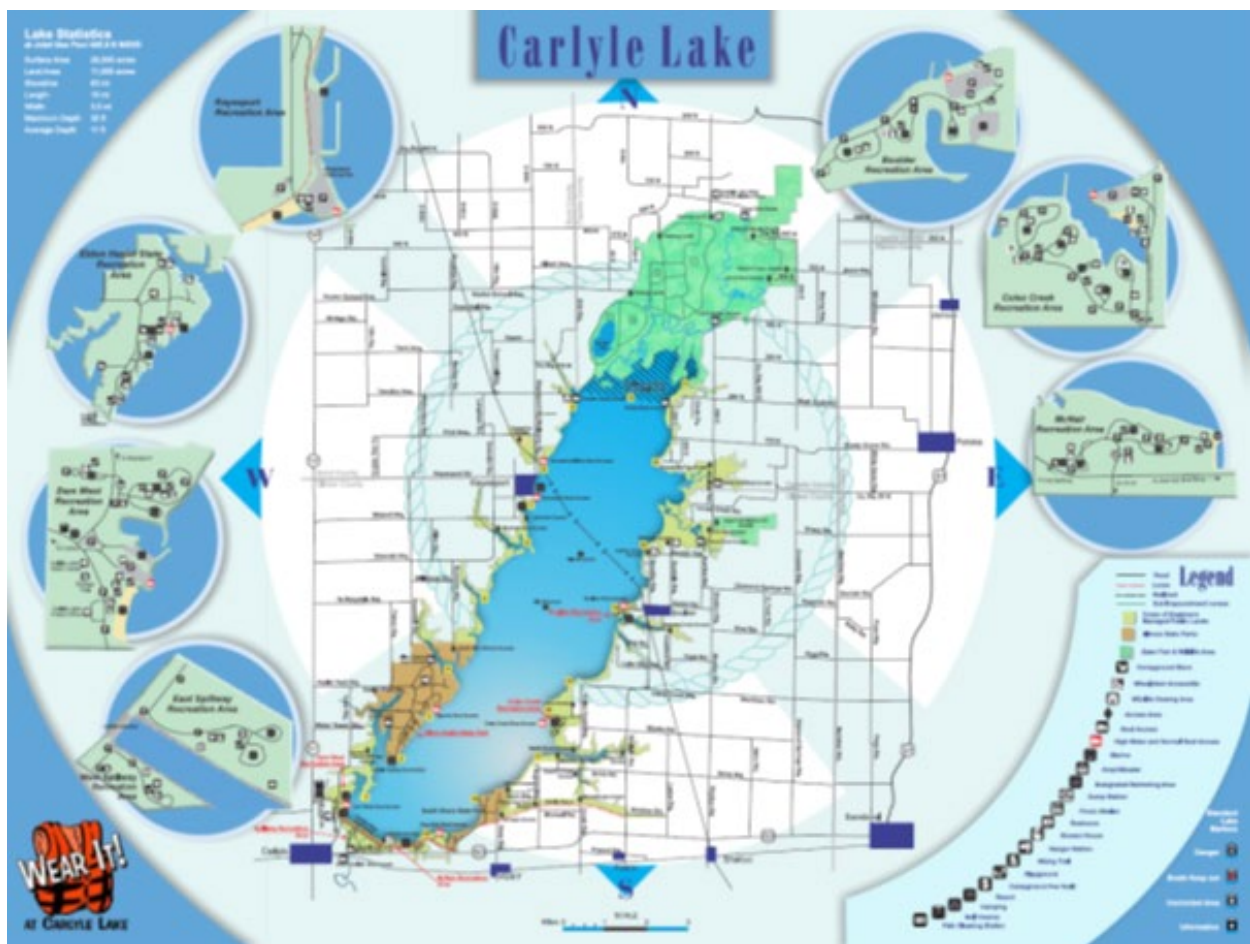


**LOCATION:** CLINTON COUNTY, ILLINOIS



**PROJECTED SEQUENCE OF EVENTS AND DEADLINES. \***

<b><u>EVENT</u></b>	<b><u>DEADLINE</u></b>
Publish NOA.....	<b>June 2, 2025</b>
Pre-Proposal Meeting.....	<b>June 16, 2025</b>
Submission of Application.....	<b>August 4, 2025</b>
Award of Lease.....	<b>October XX, 2025</b>
Commencement of Development of Facilities....	<b>April XX, 2026</b>

\* This is only a projected sequence of events and deadlines. The Government may modify, as appropriate, the timelines for reasonable cause. All necessary permits and approvals must be obtained prior to commencement of commercial activities.

**DEADLINE:** Application shall be submitted in a sealed envelope and the information below must appear in the lower left corner of the sealed Lease Application envelope:

## **Sealed Proposal Application for Lease of Real Property at Carlyle Lake, IL**

To be opened:  
Time: 1:00 pm  
Date: 8/4/2025  
Notice No. DACW43-9-25-255

**Submit application to:**  
U.S. Army Corps of Engineers  
Real Estate Division  
Attn: Jennifer Wilson, Chief  
1222 Spruce Street  
Saint Louis, Missouri 63103-2833

**PURPOSE:** Soliciting proposals for the operation and development of a commercial concession (related facilities and services and supporting recreational facilities and services) in furtherance of the objective of the Government to provide quality facilities and services at reasonable prices to meet public demand, while allowing entrepreneurs to make a fair profit. The basic minimum facility and service requirements that must be provided in the applications are described in **Exhibit “B”**. These are minimum requirements, but your proposal may include additional facilities and services.

**LOCATION AND SITE DESCRIPTION:** The Carlyle Lake project was completed in April of 1967 and the Carlyle Lake Dam was dedicated on June 3, 1967. The damming of the Kaskaskia River at Carlyle is 107 miles from the mouth of the river and creates the largest man-made lake in Illinois. At normal pool, Carlyle Lake is 15 miles long by 3 1/2 miles wide, covering approximately 26,000 acres. Carlyle Lake was built for 5 main purposes beginning with flood control. The secondary purpose is downstream navigation on the Kaskaskia River. The reservoir is also used for water supply, recreation and wildlife habitat. The lake is recognized as one of the nation’s top ten inland sailing lakes and is host to many races and regattas. Other recreational visitors find plenty of opportunities for boating, camping, kayaking, biking and hiking. For the sportsmen, there is plenty of fishing and hunting to offer with approximately 11,000 acres of land and 88 miles of shoreline.

Carlyle Lake is located in South Central Illinois, at river mile 94.2 on the Kaskaskia River, upstream from its confluence with the Mississippi River and about one-half mile upstream from the town of Carlyle, Illinois. Carlyle is located in Clinton County, approximately 50 miles East of St. Louis, Missouri. Carlyle Lake has approximately 26,000 acres of water surface at summer pool elevation 445.0 feet NGVD (National Geodetic Vertical Datum). The lake is situated in gently rolling land with alluvial valleys with moderately low relief. The lake provides outdoor recreation opportunities for over

2.5 million visitors annually, which generates over \$80 million in visitor spending within 30 miles of the Lake. There are 41 recreation areas that includes: 424 picnic sites, 726 campsites, 670 marina slips, 24 boat ramps, and 25 miles of hiking trails.

The proposed commercial concession site is located at Dam East Recreation Area, accessed off Hwy 50 and Saddle Dam 2 Rd. at Carlyle Lake, Illinois. The physical address is 13551 Dam East Access Road, Carlyle, IL 62231.

The area available for lease is shown in **Exhibit "A"**. The primary concession area is approximately 3.44 acres of land.

Water, electric, communication and data utility services are available to the leased area.

**PROJECT OPERATION:** The water level of the reservoir is subject to change. Fluctuation of the reservoir may be from natural causes and from reservoir operational commitments. Fluctuating water levels on the lake must be taken into consideration in the design and the daily operation of facilities. Proposals should include plans to alter operations, if necessary, based on lake levels.

Minimum Pool (Normal Winter)	Elevation 443
Normal Pool (Summer)	Elevation 445
Maximum Pool	Elevation 467.2
Record Level	Elevation 459.80 (2002)

Applicant assumes all risks associated with the potential for variation in pool levels.

Proposals can include plans to expand, dredge and maintain the area that surrounds the existing dock. All dredging proposals are subject to all laws, regulations and policies of the Corp of Engineers. A Department of the Army permit will be required for dredging.

**SUBMISSION INSTRUCTIONS:** It will be the duty of each applicant to have the application delivered by the time and at the place prescribed in the Notice of Availability. If the application is returned by mail, it is recommended that the application be submitted by Special Delivery or Certified Mail with return receipt for verification of delivery date. If there is any doubt that the mailed application will not arrive at the St Louis District office on the date and by the time stated in this Notice of Availability, then it should be delivered in person. Applications will be securely kept, unopened. No responsibility will attach for the premature opening of an application not properly addressed and identified. **Applications will not be accepted after 1:00 p.m., CDT, August 4th, 2025.** Applications delivered in person should be delivered to Room 4.302 of the Robert A. Young Federal Building at US Army Corps of Engineers District Office, 1222 Spruce Street, St. Louis, Missouri, 63103, Room 4.302, Robert A. Young Federal Building. Modifications of applications may be made and resubmitted in sealed envelopes up to that time.

Any questions regarding the completion or submission of the application can be directed to:

Jennifer Wilson, Chief of Real Estate

[Jennifer.L.Wilson@usace.army.mil](mailto:Jennifer.L.Wilson@usace.army.mil)

314-331-8166 office

618-614-9045 cell

*The right is reserved to the United States, as the interests of the Government may require, to reject at any time any and all applications, to waive any informality in applications received, and to accept or reject any item of any application unless such application is qualified by specific limitation. Applicants should be aware of this risk and in the event of a cancellation of this NOA they will have no claim against the Government for any costs incurred.*

## **GENERAL INFORMATION AND REQUIREMENTS FOR APPLICATIONS**

**1. AUTHORITY OF LAW.** The authorization or authority of law granting this lease is Title 16 of the United States Code, Section 460d (16 U.S.C. § 460d).

**2. UTILITIES.**

- a. Public water supply is available in the area.
- b. Electric power is available in the area.
- c. Propane (LP tank) is available for area.
- c. Sewer is available in the area.
- d. Internet is available in the area.

**3. ZONING.** The proposed development site is located in Clinton County, Illinois. There are no known restrictions to prevent development of a commercial concession.

**4. COMPLIANCE.** The Government is required to evaluate the potential site and proposed development based on provisions of the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), Endangered Species Act, Clean Water Act, Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and other legal and regulatory requirements.

**5. ENVIRONMENTAL CHECKLIST.** An Environmental Checklist was completed to determine that degree of necessary review and documentation needed for compliance with environmental laws and regulations, and to ensure that proper and adequate environmental review of the proposed lease area is conducted.

**6. REJECTION OF PROPOSAL.** The right is reserved, as the interests of the Government may require, to reject at any time any and all applications, to waive any informality in applications received, and to accept or reject any items of any applications unless such application is qualified by specific limitation. All actions required in this Notice of Availability shall be accomplished at the risk of the applicant and at the expense of the applicant without claim against the Government.

**7. NEGOTIATIONS.** In the event that the successful applicant fails to enter into lease negotiations within thirty (30) days after receipt of Government notification that his/her application has been delivered, or in the event that the successful applicant fails to otherwise comply with the terms of this Notice of Availability to Lease, the Government may declare the applicant ineligible in writing, giving the applicant ten (10) days to respond accordingly. If the applicant remains ineligible, the Government may then select the next highest rated applicant.

**8. LEASE TERM.** The lease will be issued for a term of **25 years** or less and may include an option to renew.

**9. LEASE AGREEMENT.** A sample lease form is included as **Exhibit "E"**.

**10. DISPUTES.** Persons may protest the terms of the Notice of Availability to Lease before applications are due by writing Jennifer L. Wilson, Chief of Real Estate, Real Estate Contracting Officer, U.S. Army Corps of Engineers, who shall mail or otherwise furnish a written copy of the decision to the protestor. The Chief of Real Estate should consider such protest within sixty (60) days from delivery but may continue the NOA award process.

Except as otherwise provided in this proposal, any protest, by a qualified lease applicant, concerning a question of fact or law arising under this application, which is not disposed of by agreement may, within thirty (30) days of the date of the Government rejection letter to that applicant, be protested to Jennifer L. Wilson, Chief of Real Estate, Real Estate Contracting Officer, U.S. Army Corps of Engineers, who shall mail or otherwise furnish a written copy of the decision to the lease applicant. In connection with any written protest proceedings under this provision, protestor should clearly:

- (1) Identify the Notice of Availability in question,
- (2) Identify contact parties,
- (3) State the reasons for the protest,
- (4) Provide documentation in support of the protest, and
- (5) State the desired result.

The decision of the Chief of Real Estate, or her duly authorized representative for the determination of such protest, shall be final and conclusive.

The Chief of Real Estate reserves the right to establish management objectives and requirements designed to achieve objectives. The following objectives are not subject to the dispute process:

- (1) Minimum facility development as described in the Notice of Availability for Leasing
- (2) Five Year Development Plan
- (3) Operation and Management plan
- (4) Detailed Data Sheet on proposed facilities
- (5) Draft lease with site specific conditions

The Chief of Real Estate will determine whether a lease award should be stayed during the protest process. There is a presumption that a lease should be awarded contingent on the outcome of the protest process. Therefore, pending final decision of a dispute, a Lessee awarded the lease shall proceed diligently with the performance of the lease and in accordance with the Chief of Real Estate's decision.

**11. PROPERTY INSPECTION.** To make arrangements for inspections of the property proposed to be leased, you should contact the Carlyle Lake Project office by calling 618-594-2484. A pre-bid meeting will be held on **Monday, June 16, 2025, at 10:00**

a.m. at the Carlyle Lake Project Office. The address is: 801 Lake Road, Carlyle, IL 62231.

**12. MINIMUM FACILITY REQUIREMENTS.** All submitted proposals MUST include a plan for recreational activities to be made available to the public. Your proposal may include, but is not limited to, restaurant facilities, pickle ball courts, volleyball courts, electric bicycle rental, floating facilities, camp and/or bait store, other water related activities and enhance the recreation experience at Carlyle Lake.

**13. ADMINISTRATIVE FEES.** The Secretary of the Army is authorized to accept amounts provided to cover administrative costs incurred in entering into real property transactions under 10 U.S.C. § 2695.

**14. PLANS REQUIRED OF SUCCESSFUL APPLICANT.** Upon notice of award to a successful applicant, the following must be provided within (30) days for review and approval by the Real Estate Contracting Officer:

- a. Final Five Year Development and Operational Plan, (**Exhibit “B”**)
- b. A sign plan in conformance with the prevailing Corps of Engineers sign regulation, (**Exhibit “D”**). The sign regulation will be a part of the final lease agreement conditions.

\*Any revision in the plans after approval by the Corps of Engineers shall require additional written approval by the Real Estate Contracting Officer prior to implementation of the revisions or construction of any facilities. Revisions may require additional evaluation at the expense of the applicant.

**15. AWARD OF LEASE.** A lease will be awarded to the applicant who is most responsive to this Notice of Availability, provided that the application covers all the terms and conditions of the Notice, the application is reasonable, environmentally acceptable and capable of being permitted, and it is in the interest of the Government to issue the lease. Applicants will be scored and ranked in accordance with the Evaluation Matrix as shown in **Exhibit “C”**.

**16. APPLICANT ASSUMES ALL RISK.** Applicants assume all potential financial risks associated with responding to this Notice of Availability. The Corps makes no guarantees or assurances, beyond what is contained in this Notice, as to the condition of the proposed lease site. Applicants will have no claim against the Government for expenses they incur in responding to this Notice of Availability. The Government reserves the right to withdraw or cancel this NOA at any time if it is determined to be in the best interests of the Government.



**17. APPLICATION CONDITIONS.**

- a.** It is the responsibility of the applicant to make sure that all Notice of Availability to Lease provisions and sample lease provisions are understood and the conditions of the premises proposed for lease are known. Prior to selection and final award of the lease, the Corps will conduct a pre-lease conference with the successful applicant. At this conference, provisions of the draft lease will be reviewed, Corps policies will be discussed, and, at the conclusion, the applicant will be required to sign an acknowledgement attesting to the conference and the information provided therein.
- b.** It will be the successful Lessee's responsibility to provide and maintain all facilities and utilities necessary to serve the lease area at no cost to the Government. The Lessee will furnish all labor, equipment, and supplies to provide public access to the facility. All areas on Government property must remain open to the public, and no private exclusive use of the government property will be permitted. An Inventory and Condition Report will be agreed upon at the time of the lease award to designate such Government-owned improvements **Exhibit "I"**. Lessee-owned areas may receive user designations as approved in writing by the Real Estate Contracting Officer for the public patrons; however, all existing Government-owned improvements, including launching areas, will remain open for use by the public on a first come-first-served basis.
- c.** Lessee must obtain approval from the appropriate agency (Federal, state or local governmental body) to distribute gasoline, oil or any other item requiring such approval.
- d.** Operation/Development of the facilities on the premises must commence within (60) days from the date of the execution of the lease, unless otherwise provided in writing by the Real Estate Contracting Officer. Any modifications or alterations to facilities, services or structures at the time of the final award of lease must be submitted for approval prior to construction of the facility or offering of the service.
- e.** The Lessee will not be allowed to provide facilities for or offer for sale or lease any "timeshare" interest in any facilities, accommodations, or personal property on the leased premises or in any portion of the leased premises.
- f.** By submittal of an application, the applicant agrees to provide non-discrimination and civil rights assurances, if applicable.
- g.** The information provided by the applicant may be used by the Corps to conduct a comprehensive background check and credit check.

**All questions may be directed to: Jennifer Wilson, US Army Corps of Engineers, St. Louis District, Real Estate Division, 1222 Spruce Street, St. Louis, Missouri 63103, (314) 331-8166 or [Jennifer.L.Wilson@usace.army.mil](mailto:Jennifer.L.Wilson@usace.army.mil).**

**EXHIBIT "A"**  
**SITE MAP ~3.44 Acres**



**EXHIBIT "B"**  
**FACILITIES AND SERVICES INCLUDING**  
**MINIMUM FACILITY AND SERVICE REQUIREMENTS**  
**FOR MASTER DEVELOPMENT PLAN**

**Recreational Development Facility**

In order to constitute a "recreational development" the concessionaire must provide quality facilities and services with the objective of satisfying public demand in the manner specified as follows:

**Minimum Facility and Service Requirements.**

1. Bar and grill style restaurant to accommodate guests and visitors
2. Minimum hours of operation are Thursday-Sunday from Memorial Day to Labor Day
3. Rental of electric bicycles
4. Recreation features that include pickle ball courts or sand volleyball courts

**Optional Facilities and Services Lessee May Propose**

1. Fishing services and/or bait shop
2. Playground area
3. Kayak and canoe access
4. Other proposed public recreation related services and facilities as approved.

**Minimum Support Facilities and Services**

**1. Roads, Parking and Utilities**

- a. Paved access roads and sufficient paved parking to support the total development will be adequately described by the application. Access roads shall be compliant with applicable county, state, and federal laws and regulations.
- b. Supporting water, sewage, telephone, internet and electric utilities must be adequately provided to support the total development. (Telephone, internet and electric utilities within the lease limits shall be located underground.) The sources of all utilities will be identified.
- c. Stormwater runoff, detention, erosion control and sediment management will be addressed in all aspects of development.

**2. Tree Clearing**

The proposal should clearly address how the development would minimize tree clearing and how mitigation will be provided for any necessary clearing.

**3. Wastewater and Sewage Treatment**

The proposal will clearly address the handling of wastewater and a realistic plan for sewage treatment is a necessity. Facilities for marine sanitation pump-out of watercraft will be made available for use by patrons of the facility as well as the general public.

**4. Garbage Facilities and Collection**

Facilities for the collection of garbage will be provided and the source for services for proper disposal and removal of garbage from the premises should be identified and/or described.

**5. Landscaping**

The development plan should include a quality landscaping plan which retains and enhances the aesthetics of the site. To include seasonal snow removal if required.

**6. Grading**

The development plan should include a grading plan with before and after slopes.

**7. Cut and Fill**

If cut and fill is proposed, submit cut and fill volumes within the pool of concern.

**8. Environmental Stewardship**

The plan should demonstrate all aspects of good environmental stewardship, sustainability and conservation.

**9. Government-Owned Improvements**

If any Government improvements are to be used in the operation of the proposed concession, the Lessee agrees to operate and maintain such facilities solely at the expense of the Lessee.

**EXHIBIT “C”**  
**APPLICATION EVALUATION MATRIX**

**Evaluation Factors Summary**

<b>FACTOR 1 : Financial Capability</b>
<i>Subfactor 1.1 Corporate Bank References</i>
<i>Subfactor 1.2 Corporate Financial Statement</i>
<i>Subfactor 1.3 Corporate Financial/Business Plan for first 5 years</i>
<i>Subfactor 1.4 Letter of Credit of evidence of loans or loan eligibility from lending institution(s)</i>
<b>FACTOR 2 : Proposed Development and Operations</b>
<i>Subfactor 2.1 Design in accordance with Exhibit “B” entitled “Required Minimum Facilities and Potential Facilities”</i>
<i>Subfactor 2.2 Design quality and nature of development</i>
<i>Subfactor 2.3 Proposed operation of the development</i>
<i>Subfactor 2.4 Proposed construction sequencing/phasing</i>
<i>Subfactor 2.5 Compatibility with lake setting</i>
<b>FACTOR 3 : Experience and Background</b>
<i>Subfactor 3.1 Comparable corporate experience including environmental, size and diversity of operations</i>
<i>Subfactor 3.2 Business experience and training – staffing, safety, security</i>
<i>Subfactor 3.3 Current or previous corporate work with the Federal Government</i>
<i>Subfactor 3.4 Business and personal references of Corporate Officers</i>
<b>FACTOR 4 : Credit and Criminal Background Check</b>
<i>Subfactor 4.1 Credit Check</i>
<i>Subfactor 4.2 Criminal Background Check</i>

**Evaluation Factors Matrix**

<b>FACTOR 1: FINANCIAL CAPABILITY</b>		
<i>Subfactor</i>	<i>Evaluation Criteria</i>	<i>Proposal Content</i>
<b>1.1. Corporate Bank References</b>  <b>1.2 Corporate Financial Statement</b>  <b>1.3 Corporate Financial/Business Plan for first five years</b>  <b>1.4 Letter of Credit or evidence of loans or loan eligibility from lending institutions</b>	<p>Failure of the applicant to include all required documents in support of its financial capability is grounds for immediate rejection</p> <p>Consideration will be given to conformance to the NOA and overall understanding and reasonableness as related to the plans and specifications described.</p> <p>The financial statements provided must indicate signs of financial capability to perform in accordance with the 5-year development plan and to provide a sustainable marina operation to the public.</p> <p>Letters of credit, loan documents, and loan eligibility letters must demonstrate the ability of the applicant to obtain sufficient debt to finance the 5-year development plan.</p> <p>Cash Flow statements must adequately support the proposed 5-year development plan. In addition, statements must appear to be reasonable in view of supporting documentation of applicant's capacity to obtain debt.</p>	<p>°5-year complete financial statements</p> <p>°original copy of credit references for all officers/partners/owners</p> <p>°current letters of credit, loan documents, or loan eligibility letters from lending institution(s)</p> <p>°5-year plan for development on the required form with 5-year annual cash flow statements</p> <p>°detailed plans of how the 5-year development will be financed (equity capital, interim financing, permanent financing, lending institution(s))</p> <p>°significant cash assets</p> <p>°no significant liabilities</p> <p>°significant net income</p> <p>°no unusual expenses/liabilities</p>

<b>FACTOR 2: PROPOSED PLAN OF OPERATION AND DEVELOPMENT</b>		
<i>Subfactor</i>	<i>Evaluation Criteria</i>	<i>Proposal Content</i>
<b>2.1. Design in Accordance with Exhibit “B” entitled “Required Minimum Facilities and Potential Facilities”</b>  <b>2.2 Design quality and nature of development</b>  <b>2.3 Proposed Operation of the Development</b>	<p>Failure of the applicant to include all required documents in support of its plan of operation and development is grounds for immediate rejection. Consideration will be given to conformance to the NOA and overall understanding and reasonableness as related to the plans and specifications described.</p>	<p>°5-year Development Plan            -management strategy            -staffing plan            -operational procedures            -marketing plan            -fee proposals            °capital improvement plan            °key positions within the corporation, duties, responsibilities, etc.</p>
	<p>The applicant will be evaluated on their plan to provide the “minimum facilities and services” as specified in the NOA Site Concept Plan. Applicants who propose to provide facilities and services that exceed the minimum requirements may be more favorably evaluated.</p>	<p>°conceptual site plan, to scale, depicting buildings, docks, platforms, roads, landscaping areas, and any other proposed facilities</p>
	<p>Consideration will be given to conformance to the NOA and overall understanding and reasonableness as related to the plans and specifications described.</p> <p>The applicant will be evaluated on their plan to provide quality improvements that are safe, environmentally sensitive, and compatible with the recreational needs of the public. Offerors utilizing site-specific design, landscaping, etc., to improve the aesthetic impact of planned improvements may be more favorably rated. Offerors emphasizing compatibility of</p>	<p>°specify, in conjunction with the conceptual site plan, basic materials, physical characteristics, make and manufacturer of docks, and design of buildings/facilities and landscaping areas</p>





<b>FACTOR 3: EXPERIENCE AND BACKGROUND</b>		
<i>Subfactor</i>	<i>Evaluation Criteria</i>	<i>Proposal Content</i>
<b>3.1. Comparable experience</b>  <b>3.2 Business experience and training</b>  <b>3.3 Current or previous work with Federal Government</b>  <b>3.4 Business and personal references of Officers</b>	<p>Failure of the applicant to include all required documents supporting experience and background is grounds for immediate rejection</p> <p>Consideration will be given to conformance to the NOA and overall understanding and reasonableness as related to the plans and specifications described.</p> <p>The applicant will be evaluated on the success of previous or current business endeavors. Any type of business endeavor is of interest to the evaluation team. However, applicants demonstrating successful history in the marina industry will be evaluated more favorably.</p> <p>The applicant will be evaluated on the depth of management qualifications and corporate experience. Evaluation will be based on management qualifications, experience, and training in all business aspects, including industry specific aspects such as environmental, safety, security, staffing, etc.</p> <p>The applicant will be evaluated on references for all officers of the business.</p>	<ul style="list-style-type: none"> <li>°list of all previous corporate and self-employed business endeavors</li> <li>°management qualifications and experience</li> <li>°personal and business references of all officers</li> <li>°applicable corporate specific information</li> <li>°applicable partnership specific information</li> <li>°applicable sole proprietor information</li> </ul>

<b>FACTOR 4: CRIDIT AND CRIMINAL BACKGROUND CHECK</b>		
<i>Subfactors</i>	<i>Evaluation Criteria</i>	<i>Proposal Content</i>
<b>4.1 Credit Check</b>  <b>4.2 Criminal Background Check</b>	<p>Failure of the applicant to include all required documents regarding credit check and criminal background check of Corporate Officers is grounds for immediate rejection.</p> <p>The applicant will be evaluated on his/her ability to provide the necessary background information and credit information requested. Applicants demonstrating a positive credit history and absence of a criminal background will be evaluated more favorably.</p>	<p>°original copy of current credit information from a nationwide credit bureau for all officers of the corporation</p> <p>°certified criminal background check for all officers of the corporation from each officer's local law enforcement agency to include a National Crime Information Center check</p>

## EXHIBIT "D"

### SIGN GUIDELINES

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#### **Sign Guidelines for Outgrant, Cost Share and Commercial Concessions on Corps Projects**

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**EP 310-1-6a  
01 Jun 06**

This section is provided as a reference for project managers, Real Estate Division and others who are responsible for reviewing leases. These include other nonfederal government agencies, nonprofit groups and commercial vendors who are operating facilities on Corps projects.

Because Corps projects are public lands, the Corps should monitor maintenance, visual and aesthetic content to assure that the intended design is kept at a high standard of quality.

When signs are placed on Corps projects by lessees, they should be placed in a way that conforms to the visual uniformity and communicative intent of the Corps Sign Standards program.

These guidelines are intended for both commercial, for-profit leases as well as public, nonprofit leases. Regardless of the type of agreement (cost share, leased concession or for other outgranted lands), the goal is to foster placement of signs on leased property that communicate effectively, are appropriate to the natural setting and are well-made and maintained.

These guidelines are not intended to place undue hardship on lessees, either commercial, nonprofit or other nonfederal government agency.

At the same time, it is recognized that the Corps does not have the resources to ensure that signs on leased premises will conform in all respects to the sign standards for Corps controlled land.

Accordingly, the following sections are intended as guidelines for plan review purposes rather than as absolute standards.

#### **Types of Facilities**

The various types of facilities where signs may appear include, but are not limited to:

#### **Public/Nonprofit Facilities**

- State parks
- County parks
- Municipal parks
- Federal lands and parks
- Wildlife management areas
- Conservation areas
- Historical sites

#### **Semiprivate/Nonprofit Facilities**

- Private campgrounds (church, YMCA, scouts, etc.)
- Organized sports (Little League, soccer clubs, etc.)

#### **Commercial Areas and Concessions**

- Restaurant
- Grocery store
- Gas station
- Tackle shop
- Sporting goods
- Marina
- Boat docks
- Marine services
- Guide services

#### **Commercial Recreation Facilities**

- Trailer parks
- Commercial campgrounds
- Amusement parks
- Winter sports facilities
- Rental cabins
- Lodges

#### **Other**

- Utility company facilities

**EP 310-1-6a**  
**01 Jun 06**

## Principles and Guidelines

All identification and directional signs placed at a leased site should be of a common design. Each sign should have a single purpose, with legend easily legible, colors consistent and placed within the viewers' cone-of-vision. They should be well-constructed and properly maintained.

The general intent is to maintain visual uniformity, prohibit commercial clutter, encourage a high level of safety awareness and quality signage that respects the surrounding environment and project setting. This is primarily accomplished by curtailing the use of commercialized advance directional signs, identifying commercial facilities in a generic manner, using natural materials and colors that are complementary to the setting and discouraging brilliant illumination of signs at night.

We also recognize the existence of words, names, symbols or designs that are used by the lessees and are recognized as logos or as marks: trademarks, service marks, certification marks or collective marks. Lessees may also participate in franchises or chains which require certain "trade dress" or business images. The display of these marks is limited to identification or directional signs which identify the facility with adopted trademarks. Additional display of logos, posters or panels that advertise specific food, drink, recreation and vehicle products that are available at the aforementioned facility shall not be displayed on signs. It is important to note that this section deals with signs only. Any other use of these marks is covered by the outgrant document.

In this section, general applications and guidelines are described by type of facility.

### Roadway Signs

All roadway signs will conform to applicable federal standards (Section 9).

### Outgrant or Concession Sign Plan

Prior to placement of any signs on leased property, the lessee must submit a complete sign plan for the proposed site as part of the overall development plan. This will be an attachment to the lease instrument. The sign plan for leased areas is not intended to place an undue hardship on lessees and does not have to have the same level of detail as that prepared by the Corps for its own areas.

The sign plan should follow the guidance provided in Section 3 and show the placement locations on site plans with attached documentation that describes: legend content, graphic formats, size, material fabrication, construction details, and a schedule showing how and when the signs will be maintained.

Although the look of the signs may differ from the prescribed Corps format, the general sign type classifications and viewing standards should be similar to the basic principles and guidelines described in Section 2. All signs should have a single purpose: to identify, to direct, to inform, or to warn. They should not be overly wordy, should be sized appropriately for the surrounding landscape and should be placed for easy viewing.

The primary function of developing and maintaining a sign plan is to encourage the lessee to design, plan and implement an entire sign program, instead of placing an amalgam of different signs on a one-at-a-time basis. The sign plan, like all preconstruction submittals, should be thorough enough to provide the Corps reviewer with the information needed to evaluate the plan effectively.

### Lease Agreement

All new leases or renewals to existing leases must include a sign plan as part of the initial development plan and a schedule for implementation.

### New Lease

The guidelines included in this section will be furnished to prospective lessees together with other lease requirements so they will have thorough knowledge of the requirements.

### Existing Lease

Upon renewal of the lease agreement, signs at existing leased sites, facilities or projects must be in compliance with these guidelines.

### General Guidelines for Review and Approval of Sign Plans

Because there are many different types of lease and cost share agreements possible, it is difficult to prescribe specific guidelines for all locations or applications. There are, however, some common sense principles that apply; most notably, "less is more." Signage that is generic in character and appropriately

sized will generally be just as effective in attracting the viewer as are signs that are large and highly commercial. Tastefully designed and well-executed signage at a concession that appears to be professionally managed will help maintain the quality of the area and attract customers.

Whether signs are to be located inside a self-contained commercial facility or on an established roadway, consideration for the aesthetic and safety features should be given to each sign proposal. Regardless of conditions off the project, signs on Corps projects should set high standards for design quality and respect for the visual environment.

### Corps Management with Charge-Back

Some projects have developed charge-back mechanisms whereby the Corps installs and maintains all signs at a lessee's installation, either public or commercial; the lessee is then charged back for the cost of the signs, including administration fees and ongoing maintenance service as required.

This method helps to maintain the integrity of the Corps Sign Standards throughout the project. If these signs are purchased from established Corps suppliers, the cost to the lessee will be competitive with signs of equal quality purchased from local suppliers. The main advantage is that should the lease agreement be terminated, the Corps or new lessee will not be required to completely resign the facility prior to taking over responsibility for management.

### Conclusion

Signage to be placed on leased areas should be reviewed on a case-by-case basis and installations monitored to determine that design intent is met.

Questions or problems that arise in the process of implementing this guideline should be directed to the district Sign Program Manager.

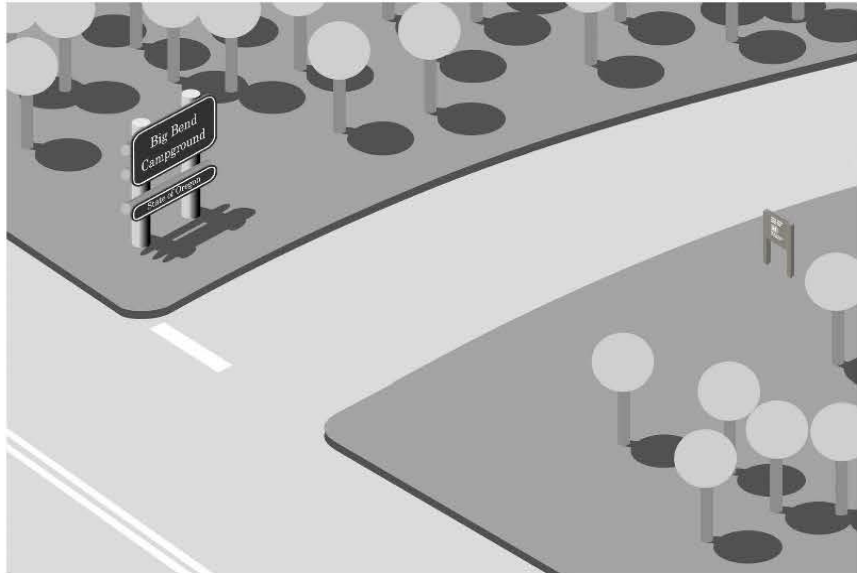
### Suggested Sign Criteria and Design Guidelines

Suggested guidelines for signing the three basic types of facilities or areas under outgrant or commercial lease agreements are described in the following section.

**Suggested Sign Guidelines for Areas  
Managed by Local Government Entities**

**EP 310-1-6a  
01 Jun 06**

This example shows the identification of a state operated campground with the Corps Participation Credit sign placed along the entry road into the facility.



This section includes state, county, municipal parks, wildlife management and conservation areas, and historical sites that are on Corps land and open to the public, but leased out to and managed by a nonfederal public government body.

**Project Identification and the Use of Standard Agency Signs**

Agencies without their own sign standards may use the Corps Sign Standards or another system. The proposed signs should meet the general visual requirements for sign format, legend consistency, visual acuity, and color as described in Principles and Guidelines,

Section 2 of this manual. The signs should be visually appropriate to the site, well-crafted, and made of durable materials. Signage should be visually consistent throughout the leased areas. Refer to Section 5 for appropriate identification signs.

**Roadway Directional Signs**

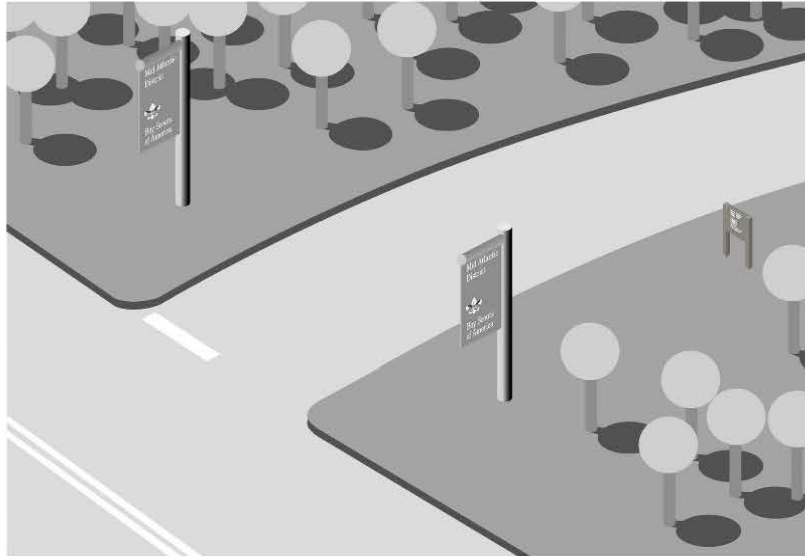
All directional signs on project lands outside leased areas will be made part of the overall Corps project sign plan. Cost sharing and implementation of directional signs with lessees will be made part of the lease agreement on a site-by-site basis and are the Corps responsibility.

On Approach and Project Roadway Directional signs, facilities will be identified generically. For placement guidelines, refer to page 2-6 and Section 6.

EP 310-1-6a  
01 Jun 06

## Suggested Sign Guidelines for Semiprivate, Nonprofit Facilities

This illustration shows a formal entry portal identifying a large Boy Scout Camp with the Corps Participation Credit sign placed along the entry road for viewing once drivers enter the facility.



This includes campgrounds and recreation facilities leased to churches, YMCA's, Boy Scouts, Little Leagues and other nonprofit groups for their program activities.

These types of facilities will generally require minimal signage because of limited access by the general public. Where appropriate, the Corps Sign Standards may be adopted.

### Project Identification Signs

If a lessee or cooperating sponsor elects to use a facility identification sign of their own design, the overall size, material and mounting methods should be similar in character to Corps Sign Standards. A Corps Participating Credit sign as shown on pages 5-18 and 5-19 shall be placed on the adjacent entry road.

If the Corps Standard Identification sign is used to identify this location, the format should follow the guidelines described in Section 5, page 5-2, example (c). This specifies that the facility shall be identified on the primary legend. The cooperative sponsor and its relationship to the project will be identified on the secondary legend. Another option is to use the Corps Identification Sign with Partner Logo(s) in Section 5, which displays both the Corps and the partner's logo.

### Roadway Directional Signs

All directional signs on project lands outside leased areas will be made part of the overall Corps project sign plan. Cost sharing and implementation of directional signs with lessees will be made part of the lease agreement on a site-by-site basis and are the Corps responsibility.

On Approach and Project Roadway Directional signs, facilities will be identified generically. For placement guidelines, refer to page 2-6 and Section 6.



## Suggested Sign Guidelines for Commercial Services and Concessions

EP 310-1-6a  
01 Jun 06

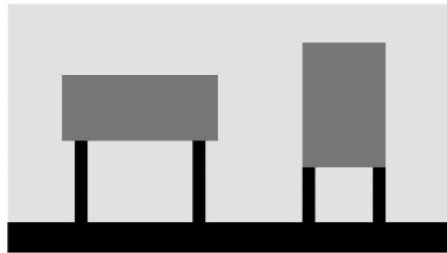
This section summarizes the signage principles for leased commercial areas such as marinas and commercial campgrounds, as well as for concessions within a Corps recreation area including: tackle shops, snack bars, and marine services. Commercial concessionaires will be responsible for their own sign installation. The basic principles as described in Section 2 of this manual should be followed, but the signs should be of their own design.

Individual concessions within a Corps managed location such as a tackle shop or snack bar that adjoins a multipurpose recreation site should be identified generically and may use Corps Sign Standards for all applicable ancillary signs. These include parking and no parking, traffic, safety and symbol signs and incorporate all mounting and material specifications as shown in the manual. All directional signs on project lands outside the leased areas will be made part of the overall Corps project sign plan; cost sharing and implementation of directional signs with lessees will be made part of the lease agreement on a site-by-site basis and are the Corps responsibility.

### Commercial Identification Sign Standards

Identification of any commercial installation within a Corps project should be made in direct proximity to the facility as a ground-mounted sign adjacent to the entranceway or structure. Ideally, these signs are placed on double-face sign panels mounted perpendicular to the sight-lines of approaching viewers.

Main identification signs should be designed and sized to meet the objective of providing adequate information to the public with the least possible disturbance of the environment along the road and with no interference with highway safety and operation. The sign should be of a simple design that is appropriate to the environment. Basic guidelines for size and placement of signs at a commercial facility on a Corps project are described below (for service stations see the special guidelines provided in this section).



### Interior Project Roads

Maximum 24 square feet per side and not exceeding 8 feet in one dimension; each face should be the same size and shape.

### Two Lane Roads with Posted Speed Limit

35 mph or greater: maximum 32 square feet per side and not exceeding 8 feet in one dimension; each face shall be the same size and shape.

### Four Lane Roads and Highways

Maximum 48 square feet per side and not exceeding 10 feet in one dimension; each face shall be the same size and shape.

### Location

Main entrance signs are generally placed perpendicular to the approaching viewer and immediately adjacent to the entry to the facility. If the sign is located within a roadside zone, it must not create a visual hazard which will interfere with safety, visibility or operation of highway or entrance road. Any sign located within the public right of way will require approval from the government jurisdiction responsible.

Within a leased area, signs may be attached to buildings but ground-mounted signs in the front of the facility are preferred.

All main entrance signs are to be permanently affixed. No trailer-mounted or removable signs are allowed.

### Top of Signs

Signs should generally be mounted low to the ground, with a recommended height to base above grade level to be between 36"-54". Top of signs should not exceed 14 feet unless prevailing snow conditions require that the sign be mounted higher.

### Wording

Information is confined to the name and type of business, special service or facility. Lessees are not to post any signs that include logotypes or advertising of commercial products such as soft drinks, cigarettes, alcoholic beverages, sports equipment, etc.

### Lettering

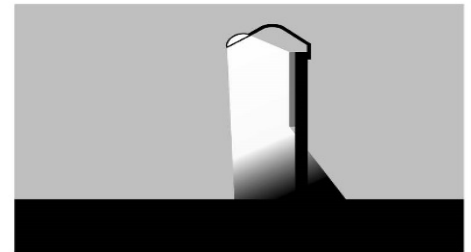
See recommended legend size chart on page 2-6.

### Color

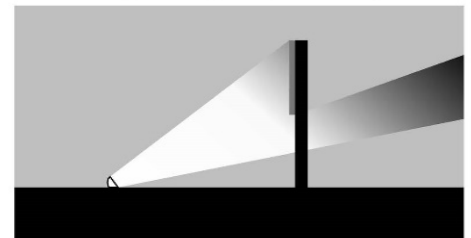
Panels should be appropriate to the environment; providing adequate visibility without garishness. Suggested options include weathered redwood or cedar sign panels or enamels in muted colors or natural earth tones with lettering of sufficient contrast for good legibility.

### Lighting

Internally illuminated signs are discouraged. Retroreflective letters are permitted. Externally illuminated or indirect lighting is permitted when adequate visibility cannot be obtained by use of retroreflective letters or background. If possible, the light source should be concealed.



Lamps mounted on mast-arms create a cluttered looking sign assembly. It's also difficult to control over glow and glare from this type of lighting assembly.



The preferred method for lighting a sign panel is using concealed ground-mounted fixtures. This provides enough light without glare or over glow.



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01 Jun 06

## Suggested Sign Guidelines for Service Stations and Gas Docks

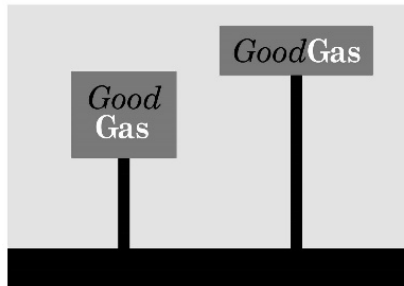
Signage for service stations and marine gas docks will be governed by the following special standards.

### Identification

The Corps may authorize the placement of one double-face company sign, mounted perpendicular to approaching traffic, within the service area. Where it is desirable from a public service standpoint, the gasoline brand name information or trademark may be displayed, but is limited to one sign as part of the identification. It is intended that the signs will be the usual type of brand symbol furnished by the oil companies. They may be indirectly lighted or internally illuminated. Gasoline pumps may be painted the usual company colors and may have the usual company markings.

### Size and Mounting

The size of oil company brand name identification signs will be no larger than 21 square feet per side. Double-face signs are permitted. Ground-mounted signs with a 36-54" height above grade level are preferable. Top of pole mounted signs shall not exceed 10 feet above grade unless terrain and/or vegetation requires that the sign be mounted higher.



### Lighting

Flashing or neon lights will not be permitted. Floodlights used for illuminating nighttime service areas must have a concealed light source to prevent overglow beyond the designated area and to keep from blinding approaching drivers or boaters.

### Roadway Directional Signs

All directional signs on project lands outside leased areas will be made part of the overall Corps project sign plan. Cost sharing and implementation of directional signs with lessees will be made part of the lease agreement on a site-by-site basis and are the Corps responsibility.

On Approach and Project Roadway Directional signs, facilities will be identified generically. For placement guidelines, refer to page 2-6 and Section 6.

### Multiple Facilities at One Location

A difficult signing problem develops where more than one private concession is entered at a single approach. To reduce pressures for the "Venetian Blind" type of resort signs, the Corps should place approach roadway directionals near the entranceway giving motorists adequate information so that each individual concessionaire does not feel it necessary to make an individual statement at these locations.



**EXHIBIT "E"**  
**SAMPLE LEASE**

**DEPARTMENT OF THE ARMY**  
**LEASE**  
**FOR COMMERCIAL CONCESSION PURPOSES**

**THIS LEASE** is made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, acting by and through the Real Estate Contracting Officer, U.S Army Corps of Engineers, St. Louis District, St. Louis, Missouri, and \_\_\_\_\_ 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 located on Tract \_\_\_\_\_, containing approximately \_\_\_ acres, described on **EXHIBIT "A"** and shown on **EXHIBIT "B"** and attached hereto and made a part hereof, hereinafter referred to as the premises, for commercial concession purposes.

**THIS LEASE** is granted subject to the following conditions:

**1. TERM**

Said premises are hereby leased for a term of \_\_\_\_\_

**2. CONSIDERATION**

a. The rent due to the United States in consideration of this lease shall be calculated using the Revised Graduated Rental System (RGRS). The total gross receipts for each rental payment period will be multiplied by the applicable percentage rate and the resulting total due payable within twenty-five (25) days to "F.A.O., USACE ST. LOUIS DISTRICT" and delivered to the Chief, Real Estate Division, U. S. Army Corps of Engineers, 1222 Spruce Street, St. Louis, Missouri 63103.

The percentage rate for the upcoming rental year will be selected from the following RGRS rental rate chart, using the line for the total gross receipts of the ending rental year.

2025 RGRS rental rate chart		
2024 CPI-U Annual Av. = 313.689		
\$0	\$111,790	2.0%
\$111,791	\$447,170	2.1%
\$447,171	\$894,340	2.2%
\$894,341	\$1,341,510	2.3%
\$1,341,511	\$1,788,680	2.4%
\$1,788,681	\$2,235,860	2.5%
\$2,235,861	\$2,683,030	2.6%
\$2,683,031	\$3,130,200	2.7%
\$3,130,201	\$3,577,370	2.8%
\$3,577,371	\$4,024,540	2.9%
\$4,024,541	\$4,471,710	3.0%
\$4,471,711	\$4,918,880	3.1%
\$4,918,881	\$5,366,050	3.2%
\$5,366,051	\$5,813,220	3.3%
\$5,813,221	\$6,260,390	3.4%
\$6,260,391	\$6,707,570	3.5%
\$6,707,571	\$7,154,740	3.6%
\$7,154,741	\$7,601,910	3.7%
\$7,601,911	\$8,049,080	3.8%
\$8,049,081	\$8,496,250	3.9%
\$8,496,251	\$8,943,420	4.0%
\$8,943,421	\$9,390,590	4.1%
\$9,390,591	\$9,837,760	4.2%
\$9,837,761	\$10,284,930	4.3%
\$10,284,931	\$10,732,100	4.4%
\$10,732,101	\$11,179,280	4.5%
\$11,179,281	-	4.6%

1. Gross receipts are defined as the total of the concessionaire's receipts from business operations conducted on the premises, including receipts of sub-Lessees and licensees. No reductions are permitted except the costs of hunting and fishing licenses, and license fees and taxes collected for direct remittance to a taxing authority, and the exact amount collected from customers for electrical service which is metered to the customer and collected by the Lessee as the servicing agent and paid to the power company. Sales receipts from boats and motors are excluded and assessed a straight one-percent rent.

2. The rental payment shall be quarterly. The first report will be for the period \_\_\_\_\_, through \_\_\_\_\_ and will be due \_\_\_\_\_. Thereafter, rental reports and payments will be quarterly with the payments due by the 25<sup>th</sup> day of the month following the reporting period. The rental year thereafter will begin on 1 January and end on 31 December of each year.

**3. RENTAL PAYMENT CALCULATION FORM**

Reporting Period \_\_\_\_\_

a) Gross receipts for this period: \$ \_\_\_\_\_

b) Rental rate x \_\_\_\_\_

c) Amount due (a x b) \$ \_\_\_\_\_

IF OPTIONAL BOAT RATE SELECTED:

d) Boat and motor sales \$ \_\_\_\_\_

e) Rate x 0.01

f) Amount due (d x e) \$ \_\_\_\_\_

TOTAL DUE (c + f) \$ \_\_\_\_\_

**b.** All rent and other payments due under the terms of this lease must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collections Act of 1982, 31 U.S.C. § 3717. This statute requires the imposition of an interest charge for the late payment of debts owed to the United States; an administrative charge to cover the costs of processing and handling delinquent debts; and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

**1.** The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of rent. Interest will accrue from the due date. An administrative charge to cover the cost of processing and handling each late payment will also be imposed.

**2.** In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of the delinquency and will continue to accrue until the debt is paid in full.

**3.** All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charges.

**c.** Administrative Fees. This grant is subject to the right of the United States to collect funds necessary to cover administrative and monitoring expenses from the grantee under the authority of 10 USC 2695 should future modifications, alterations, expansions,

renovations, operation changes, or other events involving the Facilities result in administrative expenses to the Government in fulfillment of its oversight responsibilities under this grant.

### **3. NOTICES**

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, \_\_\_\_\_, and if to the United States, to the U.S. Army Corps of Engineers, Attn: Chief, Real Estate Division, 1222 Spruce Street., St. Louis, Missouri 63103, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been 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 sub-Lessees, assignees, transferees, concessionaires, and its duly authorized representatives.

### **5. USE AND DEVELOPMENT OF THE PREMISES**

a. The premises may be occupied and used by the Lessee or duly authorized agents, sublessee, assignees, or transferees solely for the conduct of business in connection with the recreational development or the premises for the general use of the public. Lessee shall continue to provide current facilities and activities in accordance with a Use Plan showing location of existing facilities and current activities, attached **EXHIBIT "C"**, and will place and maintain signs in accordance with the sign plan. The sign plan will be in accordance with the Sign Standards Manual, EP 310-1-6A, Chapter 17.

b. No Structure may be erected, demolished, removed, replaced, renovated or altered upon the premises unless and until said structure, has been approved in writing by the Real Estate Contracting Officer. Any change in use of the premises or addition of facilities not included in the Use and Development Plan will require an amendment to the Use and Development Plan approved in writing by the Real Estate Contracting Officer. The Real Estate Contracting Officer may require the Lessee, upon completion of each of the proposed developments, to furnish a complete "as built" site plan and "as built" construction plans of all facilities with certification by a Professional Engineer that the construction meets all codes and standards.

c. The Real Estate Contracting Officer may agree in writing to an extension of time for providing the facilities and activities designed in said Development Plan or may waive the providing thereof for other than those specified in the first lease year as designated in said Use and Development Plan, whenever, in the opinion of the Real Estate Contracting Officer, the public demand does not reach the anticipated level at the time stated, or when a delay in providing the facilities and services is beyond the control

of the Lessee, provided, however, that at the discretion of the Real Estate Contracting Officer, such undeveloped areas may be withdrawn from the leased premises.

d. The use and occupation of the premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer. Modifications to said Development Plan must be approved in writing by the Real Estate Contracting Officer prior to implementation of the change.

## **6. 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.

## **7. RATES AND PRICES**

a. The rates and prices charged by the Lessee or its sub-Lessees shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The Real Estate Contracting Officer shall have the right to review such rates and prices and require an increase or reduction when it is determined that the objective of this paragraph has been violated. The Lessee shall keep such rates and prices posted at all times in an appropriate and conspicuous place on the premises. The Real Estate Contracting Officer may require submission of a schedule of the rates and prices at any time.

b. However, no user fees may be charged by the Lessee or its sublessee for use of the 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.

## **8. PROTECTION OF PROPERTY**

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

## **9. RIGHT TO ENTER AND FLOOD**

The right is reserved to the United States, its officer, 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 lands 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.

## **10. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Lessee, or for damages to the property or injuries to the person of the Lessee's officers, agents or employees others who may be on the premises at their invitation or the invitation of any one of them, and the Lessee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

## **11. INSURANCE**

a. At the commencement of this lease, the Lessee will obtain from a reputable insurance company, or companies, 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 one million dollars (\$1,000,000.00), 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 under the terms and conditions of this lease, and 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, a certificate of insurance evidencing the purchase of such insurance. The Real Estate Contracting Officer shall have the right to review and revise the amount of minimum liability insurance coverage required. The policy shall provide that the insurance company gives the Real Estate Contracting Officer thirty (30) days written notice of any cancellation, non-renewal or change in such insurance.

b. The Lessee's sublessee and licensees, at the commencement of operating under the terms of this lease, shall obtain from a reputable insurance company or companies liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the sublessee and licensees under the terms of this lease. The Lessee shall require any insurance carrier or carriers 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.

c. The insurance policy or policies shall be of comprehensive form of contract and shall specifically provide protection appropriate for the types of facilities, services and activities involved. The Lessee shall require that the insurance company give the Real Estate Contracting Officer thirty (30) days written notice of any cancellation or change in such insurance. The Real Estate Contracting Officer may require closure of any or all of the premises during any period for which the Lessee does not have the required insurance coverage.

d. At the commencement of this lease, the Lessee will obtain from a reputable insurance company, or companies, standard fire and extended coverage insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices for the concession operation or for restoration of the premises. The insurance proceeds shall be applied to the repair, restoration, or replacement of the property damaged or destroyed or to restoration of the premises. Nothing herein contained shall be construed as an obligation upon the United States to repair, restore, or replace the leased premises or any part thereof.

## **12. RESTORATION**

On or before the expiration, revocation or termination date of this lease, the Lessee shall remove the property and improvements of the Lessee, except any property whose non-removal has been agreed to by the Secretary, vacate the premises, and restore the premises to a condition satisfactory to the Real Estate Contracting Officer. All structures demolished within the leased area will be removed from the leased property. If, however, this lease is revoked, the Real Estate Contracting Officer may designate a time period for compliance with this condition. 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, (a) title to said property shall revert to the United States without compensation therefore, or (b) the Real Estate Contracting Officer may cause the property to be removed. No claim for damages against the United States or its officers or agents shall be created by or made on account of such reversion, 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. The Lessee grants the Secretary power of Attorney to execute any deed, bill of sale or other disposal documents to clear title to the personal property and improvements whose title is reverting to the United States. The Secretary may provide appropriate evidence of title to all property being removed by Lessee.

## **13. NON-DISCRIMINATION**

The Lessee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises. 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.

## **14. APPLICABLE LAWS AND REGULATIONS**



a. The Lessee shall comply with all applicable Federal laws and regulations, 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.

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. Lessee will also provide a statement of compliance with the Americans with Disabilities Act, noting any deficiencies and providing a schedule for correction.

c. In addition to other applicable codes, the Lessee shall comply with the current editions of the National Fire Protection Association (NFPA) code 70, National Electric Code, ANSI/NFPA standard 303, Marinas and Boatyards, and other applicable codes and standards covering the type of facilities. Upon request by the Real Estate Contracting Officer, the Lessee will provide a certification that all electrical installations on the premises have been inspected by a qualified individual and comply the applicable codes.

d. The Lessee will provide an annual certification that all electrical installation on the premises have been inspected by a qualified individual and comply with the applicable codes.

## **15. TAXES**

Payment of any and all taxes imposed by the state or its political subdivisions upon the property or business of the Lessee on the premises is the responsibility of the Lessee.

## **16. 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.

## **17. 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 Lessor will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local laws.

## **18. TRANSFERS, ASSIGNMENTS, SUBLEASES**

**a.** Without prior written approval of the Real Estate Contracting Officer, the Lessee shall neither transfer nor assign this lease or a controlling interest therein (including, without limitation, mergers, consolidations, reorganizations, or other business combinations), nor sublet the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease, nor shall this lease be assignable or transferable by process or operation of law including, but not limited to insolvency proceedings, bankruptcy, or intestacy, or in any other manner whatsoever.

**1.** Failure to comply with this condition or the procedures described herein shall constitute a material breach of this lease for which this lease may be revoked immediately by the Real Estate Contracting Officer, and, the Lessor shall not be obligated to recognize any right of any person or entity to an interest in this lease or to own or operate the facilities authorized hereunder acquired in violation hereof.

**2.** The Lessee shall advise the person(s) or entity proposing to enter into a transaction described in Subsection a. above that the Real Estate Contracting Officer shall be notified and that the proposed transaction is subject to review and approval by the Real Estate Contracting Officer. The Lessee shall request in writing the Real Estate Contracting Officer's approval of the proposed transaction and shall promptly provide the Real Estate Contracting Officer all relevant documents related to the transaction, and the name(s) and qualifications of the person(s) or entity involved in the proposed transaction.

**b.** The Real Estate Contracting Officer, in exercising discretion to approve or disapprove transfer, assignments, or subleases, shall among other matters take into consideration the management qualifications of the individuals or entities that would thereby obtain a controlling interest in the facilities or services authorized hereunder, the experience of such individuals or entities with similar operations, and the ability of such individuals or entities to operate the operations authorized hereunder in the public interest.

**c.** The term "controlling interest" in a Lessee's ownership shall mean, in the instance of a corporate Lessee, an interest beneficial or otherwise, of sufficient outstanding voting securities or capital of the Lessee so as to permit exercise of substantial managerial influence over the operations of the Lessee, and, in the instance of a partnership, joint venture, or individual Lessee, any beneficial ownership of the capital assets of the Lessee sufficient to permit substantial managerial influence over the operations of the Lessee. The Real Estate Contracting Officer will determine at the request of interested parties whether or not an interest in a lease constitutes a controlling interest within the meaning hereof.

**d.** The Lessee may not enter into any agreement with any entity or person, except employees of the Lessee, to exercise substantial management responsibilities for the operation authorized hereunder or any part thereof without the prior written approval of the Real Estate Contracting Officer.

e. No mortgage shall be executed, and no bonds, shares of stock, or other evidence of interest in, or indebtedness upon the assets of the Lessee located on the premises, including this lease, shall be issued, except for the purposes of installing, enlarging, refinancing or improving concession plant, equipment and facilities, provided that, such assets, in addition, may be encumbered for the purposes of purchasing existing concession plant, equipment and facilities. In the event of a default on such a mortgage, encumbrance or other such indebtedness, or of other assignment, transfer, or encumbrance, the creditor or any assignee thereof shall succeed to the interest of the Lessee in such assets but shall not thereby acquire operating rights or privileges. Such rights or privileges shall be subject to disposition by the Real Estate Contracting Officer.

f. The Lessee may allow independent private service companies to enter and conduct business on the premises for the benefit of the Lessee's customers on an as-called basis without a formal sublease or license agreement, provided that the service is occasional and incidental to the Lessee's operation and that any compensation paid to the Lessee is included in gross receipts.

g. 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.

## **19. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT**

a. The Lessee and/or any sublessee or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and with 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 its terms and conditions and continues and persists in such non-compliance, or fails to obtain correction of deficiencies by sublessee 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 six months prior written notice to the Real Estate Contracting Officer in the manner prescribed in the Condition on **NOTICES**.

c. In addition to the above right of revocation, if the rent or other payments provided to be paid by the Lessee or any part thereof shall be in arrears and unpaid for thirty (30) days after the same shall become due, then, and in such case, the Real Estate Contracting Officer may elect to revoke this lease by notification in writing to the Lessee.

## **20. 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 sublessee 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 the 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 will be obligated to pay rental, notwithstanding any interruption or suspension of activities. 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.

## **21. 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.

## **22. 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. Regarding the sale of state lottery tickets, only sales commissions and bonuses retained by or paid to the Lessee will be reported as gross receipts.

**b.** As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special 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.

## 23. 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 **USE AND DEVELOPMENT OF THE PREMISES** herein. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber.

## 24. ACCOUNTS AND RECORDS

a. The Lessee shall maintain complete and accurate records and no later than 120 days following the end of the Lessee's fiscal year shall submit to the Real Estate Contracting Officer reports and data for the preceding year to include a financial statement for the activity covered by the lease and compiled by an independent certified public accountant or by an independent licensed public accountant certified or licensed by a regulatory authority of a state.

b. The District shall have the right at any time (1) to verify all financial reports and copy the books, correspondence, memoranda, income tax returns and other records of the Lessee and sublessee, if any, and of the records of proprietary or affiliated companies, if any, related to this lease during the period of the lease (This right shall extend for such time thereafter as may be necessary to accomplish such verification, but in no event more than five (5) years after the close of the business year of the Lessee); (2) to require the Lessee to furnish an audited financial statement; or (3) to require the Lessee to furnish an audited statement of gross receipts for the concession operation, including the gross income of any sublease operation, and certification of the accuracy of the reported income.

c. Statements will be prepared by an independent certified public accountant or by a licensed public accountant certified or licensed by a regulatory authority of a state. Audits will be in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants. Financial statements requiring audits and accompanied by remarks such as "prepared from client records without audit" are unacceptable. Audited and reviewed financial statements shall contain appropriate footnotes. The independent licensed or certified public accountant shall include a statement to the effect that the amounts included in the financial report are consistent with those included in the Federal tax returns. If the amounts are not consistent, then a statement showing the differences shall be included. An audit of Lessees tax returns is not required.

d. Under the Chief Financial Officer's (CFO) and the Federal Accounting Standards Advisory Board – Statement of Federal Financial Accounting Standard No. 6 – Accounting for Property, Plant and Equipment and the Financial Accounting Standards Board of the Financial Accounting Foundation – FAS13 – Accounting for Leases, Lessor

has determined that this will be a capital lease to the Lessee for financial accounting of certain facilities and improvements.

## **25. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this lease. The Lessee shall require all marine sanitation devices (MSD's) on vessels moored at the Lessee's facilities, including rental boats, to be in compliance with all Federal, state and local laws and regulations pertaining to such devices. Services for waste disposal, include 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.

## **26. ENVIRONMENTAL CONDITION OF PROPERTY**

An environmental condition/assessment of the property 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 ECP 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.

## **27. 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.

## **28. 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 soil 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.

## **29. 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 at the expense of the Lessee.

## **30. HUNTING AND TRAPPING**

The Lessee shall not hunt or trap or allow hunting or trapping on the premises.

## **31. TRANSIENT USE**

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for any 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, said system to be acceptable to the Real Estate Contracting Officer.

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. DISPUTES CLAUSE**

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

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to the lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of

money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c. (2) below. 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 Real Estate Contracting Officer for a written decision. A claim by the Government against the Lessee shall be subject to written decision by the Real Estate Contracting Officer.

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

**i.** The claim is made in good faith;

**ii.** Supporting data are accurate and complete to the best of the Lessee's knowledge and belief; and

**iii.** The amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

**3. 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:

**A.** A senior company official in charge at 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 Real Estate Contracting Officer 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 Real Estate Contracting Officer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

**e.** The Real Estate Contracting Officer decision shall be final unless the Lessee appeals or files as suit as provided in the Act.

**f.** At the time a claim by the Lessee is submitted to the Real Estate Contracting Officer 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 Real Estate Contracting Officer 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 Real Estate Contracting Officer 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. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the Condition on CONSIDERATION.

**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 Real Estate Contracting Officer.

### **33. 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, accepting bona fide employees or 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.

### **34. OFFICIALS NOT TO BENEFIT**

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

### **35. SEVERAL LESSEES**

If more than one Lessee is named in this lease the obligations of said Lessees herein contained shall be joint and several obligations.

### **36. 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 condition as well as all other conditions of this lease.

### **37. DISCLAIMER**

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this lease does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 U. S. C. § 403), and Section 404 of the Clean Water Act (33 U. S. C. § 1344).

### **38. EXECUTIVE ORDER 13658**

Any reference in this section to “prime contractor” or “contractor” shall mean the Grantee, and any reference to “contract” shall refer to the Outgrant.

**a.** 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.

**b. 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, 2021 and December 31, 2021 shall be \$10.95 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](http://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.

**c. 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.

**d. 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.

**e.** 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.

**f.** 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 \$10.35 (or the minimum wage as established each January thereafter) to any worker.

**g. Payroll Records.**

**1.** The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(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.

**h.** 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.

**i. 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.

**j. 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.

**k. 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.

**l.** 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.

**m.** 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.

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.

### **39. EXECUTIVE ORDER 13706 – SICK LEAVE**

Any reference in this condition to "prime contractor" or "contractor" shall mean the Grantee and any reference to "contract" shall refer to this license.

**a. 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.

**b. 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.

**c. 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.

**d. 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.

**e.** 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.

**f.** 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.

**g.** Record keeping.

**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.

**h.** 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.

**i.** 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.

**j. 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.

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

**l. 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.

m. 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.

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**US ARMY CORPS OF ENGINEERS**

\_\_\_\_\_  
Real Estate Contracting Officer  
Chief, Real Estate Division

**THIS LEASE** is also executed by the Lessee this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**EXHIBIT "F"**  
**APPLICATION AGREEMENT**

NOTE: A cover letter in this form must be attached to the front of each application submitted.

**(PROVIDE 2 COMPLETE COPIES OF YOUR APPLICATION)**

**COVER LETTER**

**APPLICATION FOR  
LEASING UNITED STATES REAL PROPERTY AT  
CARLYLE LAKE, ILLINOIS**

TO: REAL ESTATE CONTRACTING OFFICER

DATE: \_\_\_\_\_  
US ARMY CORPS OF  
ENGINEERS  
ST. LOUIS DISTRICT  
ATTN: CEMVS-RE (Jennifer Wilson)  
1222 SPRUCE STREET  
ST. LOUIS, MISSOURI 63103

FROM:  
Company  
Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Physical Address:

\_\_\_\_\_  
Phone:

\_\_\_\_\_  
Email:

**NOTICE OF AVAILABILITY NO. DACW43-9-25-255**

**EXHIBIT "H"**  
**REQUIRED FORMS**

**APPLICANT**

1. Name of Applicant:

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2. Address of applicant for purposes of notice or other communication relating to the proposal:

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Telephone number: \_\_\_\_\_

3. Date of Birth of Applicant: \_\_\_\_\_

4. SSN/EIN of Applicant: \_\_\_\_\_

5. The applicant is a:

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Other \_\_\_\_\_

Explain:

6. If applicable, provide name, address, date of birth, telephone number, and social security number of a representative authorized to act on behalf of the applicant during the course of the project.

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**PARTNERSHIP AGREEMENT**

If applicant is a partnership, answer the following:

1. Date of organization: \_\_\_\_\_

2. General Partnership ☐  
Limited Partnership ☐

3. Is Statement of Partnership recorded? Yes ☐ No ☐

Date	Book	Page	County
------	------	------	--------

4. Name, address, telephone number, date of birth, Social Security number, and partnership share for each partner. (If the space provided is not sufficient, please attach a separate sheet of paper with the appropriate information.)


5. Please ensure the following items are also included with this form:

- (a) A complete copy of the Partnership Agreement
- (b) An original copy of current credit information from a nationwide credit bureau for all major partners.
- (c) A certified criminal background check for all major partners from each partner's local law enforcement agency to include a National Crime Information Center check.

### **CORPORATION STATEMENT**

If applicant is a corporation, answer the following:

1. When incorporated? \_\_\_\_\_

2. Where incorporated? \_\_\_\_\_

3. Is the corporation authorized to do business in the State of Missouri?  
Yes ☐ No ☐

4. The corporation is held:  
Publicly ☐ Privately ☐

5. Number of shareholders \_\_\_\_\_

6. List all officers of the corporation


7. Please ensure the following items are also included with this form:

(a) Articles of Incorporation and by-laws, and a current certificate of good standing from the Secretary of State's office of the incorporating state.

(b) Corporate resolution approving the Application of a Certificate of Authority showing the authority of the person signing the Application and Transmittal Form to execute the form for the Corporation.

(c) Summary of Corporate Activity

(d) An original copy of current credit information from a nationwide credit bureau for all officers of the corporation

(e) A certified criminal background check for all officers of the corporation from each officer's local law enforcement agency to include a National Crime Information Center check.



**COST/REVENUE PROJECTION FORM**

	Facilities	Services	Cost	Source of Funding	Revenue Generated
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

**Exhibit "I"****JOINT SURVEY AND INSPECTION OF GOVERNMENT LEASED PROPERTY**

<b>JOINT SURVEY AND INSPECTION OF CONDITION OF GOVERNMENT LEASED PROPERTY</b> (ER 405-1-12)			
<b>INSTRUCTIONS</b>			
1. If considered necessary, use a separate ENG Form 3143a for each room surveyed.  2. Additional sheets may be attached for physical characteristics of land and buildings: exterior		and interior details of buildings; service facilities; inventory of machinery and equipment; miscellaneous items and general remarks not otherwise covered in section II of this form or on ENG Form 3143a.	
ADDED INSTRUCTIONS (Overprint, if desired)			
<b>SECTION I - PROPERTY DATA AND CONDITION AGREEMENT</b>			
DATE OF SURVEY	LEASE NO.	LEASE COMMENCEMENT DATE	DATE POSSESSION TAKEN
ACTIVITY		TOTAL LEASED BUILDING AREA (Square feet)	
DESCRIPTION AND LOCATION OF PROPERTY			
<b>JOINT AGREEMENT ON THE CONDITION OF THE PROPERTY</b>			
We, the undersigned, jointly made a survey and inspection of the condition of the property mentioned above. We agree that as of the date of survey, the condition of the property is as described herein.			
THE CONDITION OF THE EXTERIOR OF THE PROPERTY IS INDICATED ON THE REVERSE SIDE OF THIS FORM. ROOM CONDITIONS ARE INDICATED ON ATTACHED ENG FORM 3143A.			NO. OF ATTACHMENTS
NAME AND SIGNATURE OF <input type="checkbox"/> OWNER <input type="checkbox"/> LESSOR <input type="checkbox"/> LESSEE <input type="checkbox"/> AGENT		NAME, TITLE, AND SIGNATURE OF U.S. GOVERNMENT REPRESENTATIVE	
ADDRESS		ORGANIZATION	

**SECTION II - EXTERIOR CONDITION OF THE PROPERTY** *(Attach sheet for added items.)*

ROOF, EAVES, DOWNSPOUTS, ETC.

WALLS

WINDOWS AND DOORS *(Include storm windows and doors)*

FENCING

LAWN, SHRUBBERY, TREES AND PERENNIALS

WALKS AND DRIVEWAYS

GARAGE AND OUTBUILDINGS

ENTRANCES, ELEVATORS AND PATIOS

SEWAGE

REMARKS *(Include questioned or disputed items, repairs to be made, etc. Attach sheet, if necessary.)*