

**NOTICE OF AVAILABILITY TO LEASE
APPLICATION INFORMATION PACKAGE
FOR
COMMERCIAL MARINA CONCESSION**

AT

**WOLF CREEK DAM – LAKE CUMBERLAND PROJECT
ROWENA LANDING SOUTH
PROPOSED MARINA SITE
RUSSELL & CLINTON COUNTY, KENTUCKY
NOA NO. DACW62-5-15-0308**

Site Available for Leasing is as shown on the location map attached as
Exhibit “A”

**The information below must appear in the lower left corner of the envelope
containing the lease proposal application.**

Sealed Proposal Application for Lease of Real Property

To be opened:

Time: 1:00 p.m. CDT

Date: 29 June 2015

**Location: U.S. Army Corps of Engineers
Real Estate Division
ATTN: Myles Barton
801 Broadway
Nashville, TN 37203**

NOTICE OF AVAILABILITY TO LEASE

GENERAL INFORMATION AND REQUIREMENTS FOR APPLICATIONS

I. PURPOSE

This Notice of Availability to Lease is for purposes of soliciting proposals for development and operation of a major commercial concession (marina and related facilities and services) in furtherance of the Government objective to obtain quality facilities and services, at reasonable prices, to meet public demand and at the same time 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 should include any additional facilities and services required to meet the future demand over the term of the lease. Your proposal may include, but is not limited to, floating or dry storage boat facilities; camping facilities; boat repair services; boat and motor sales; overnight cottage or motel accommodations; boat rental services; restaurant facilities; picnic areas; trails; swimming beaches; and other marina and water related activities.

II. PROJECT LOCATION AND DESCRIPTION

WOLF CREEK DAM – LAKE CUMBERLAND – Wolf Creek Dam and Lake Cumberland are located in South Central Kentucky in Russell, Pulaski, Wayne and Clinton Counties on the upper reaches of the Cumberland River. The dam site is 10 miles southwest of Jamestown, Kentucky, and 12 miles north of Albany, Kentucky. The Lake Cumberland Project drains an area of 5,789 square miles, covers 63,530 acres at full pool (maximum Elevation 760 NGVD29) and has 1,255 miles of shoreline. Lake Cumberland was authorized by the Flood Control Act of 1938 (P.L. 761) and the Rivers and Harbors Act of 1946 (P.L. 525). Lake Cumberland is primarily regulated for flood control and the production of hydroelectric power. Secondary considerations include recreation, fish and wildlife management and water quality. The dam was completed and Lake Cumberland was impounded in December 1950. The lake was in full use in August 1952.

III. SITE LOCATION AND DESCRIPTION

ROWENA LANDING SOUTH - The proposed location is identified as “Site 182, Rowena Ferry Left Bank Launching Area (Zone 1) – Plate No. 20a and 20b, Future Watauga Recreation Area”, in the Lake Cumberland Master Plan. The area has been designated “Recreation – High Density.” The proposed lease area is up to 353.40 +/- acres of land and 54.19 +/- acres of water (at Elevation 723 msl) for a total of 407.59 acres +/-, more or less as shown on Exhibit “A”. The site is located in Russell and Clinton County, Kentucky, northeast of Albany. The site is strategically located on the south side of the lake which has limited

access points and is situated between Indian and Otter Creeks. The topography of the site is generally rugged with steep slopes.

ACCESS. Access to the site from State Highway 90 is via State Road (SR) 558 for approximately 10.3 miles. SR 558 is an asphalt paved road that ends at the abandoned Rowena Ferry site. There is a large boat launching ramp at the site.

IV. UTILITIES

- a. Public water supply is available along SR 558.
- b. Electric power is available in the area
- c. Securing access to, construction of, and use of utilities, to include sewer, will be the responsibility of the successful applicant.

V. ZONING. Rowena Landing South is located within Russell County and Clinton County, Kentucky. There are no known local zoning restrictions to prevent development of a commercial concession. All required zoning approvals will be the responsibility of the lessee.

VI. PROJECT OPERATION. The water level of the lake is subject to change. Fluctuation of the lake may be from natural causes, reservoir operational commitments or from other factors. Fluctuating water levels on the lake must be taken into consideration in the design and the daily operation of facilities. Proposals without sufficient navigation capabilities will be rejected. Proposals should include plans to dredge, if applicable, and maintain the navigation channel for boat traffic during initial construction and over the term of the lease. A Department of the Army permit would be required for the placement of fixed and floating structures in the waters of the United States. In addition, a Department of the Army Permit will be required for dredging and fill activities below ordinary high water (OHW) which is Elevation 723 feet. The Kentucky Division of Water may also require water quality certification for dredging or fill placement below OHW, and any mechanized land clearing activities that would result in stormwater discharges. The following monthly medians were determined from midnight headwater elevation recorded at the dam between 1/1/1952 – 1/15/2015. During the years 2007 – 2012, 1974-1977, and 1968 the pool elevation was restricted but it does not skew the median significantly.

	Elevation
Minimum Pool	673
Normal Pool (Winter)	680.0-700.0
Normal Maximum Pool (Summer)	723
Maximum Pool	760
January Median	699.52
February Median	705.36
March Median	714.92

April Median	719.93
May Median	721.17
June Median	718.73
July Median	713.49
August Median	706.43
September Median	700.21
October Median	695.52
November Median	691.91
December Median	694.2

Applicants assume all risks associated with the potential for variation in pool levels. Applicants should plan to operate the proposed marina between Elevation 673 and Elevation 760.

VII. PROPERTY DESCRIPTION. The site consists of portions of Tracts A-141, A-144, A-145, A-146, A-149, and C-338 to include both land and water areas. The Government acquired ownership of Tract A-141 from Walter York under deed dated April 28, 1948, recorded among the land records of Russell County in Book 25 of Deeds at page 178. Tract A-144 was acquired by the Government from J.F. Pierce and Mary D. Pierce, his wife under deed dated March 24, 1948, recorded among the land records of Russell County in Book 25 of Deeds at page 37. Tract A-145 was acquired by the Government from Claude Leveridge, et al, under deed dated April 20, 1948, and recorded among the land records of Russell County in Book 25 of Deeds at page 140. Tract A-146 was acquired by the Government from Claude Leveridge, et al, under deed dated April 12, 1948, and recorded among the land records of Russell County in Book 25 of Deeds at page 91. Tract A-149 was acquired by the Government from Claude Leveridge, et al, under deed dated March 18, 1948, and recorded among the land records of Russell County in Book 25 of Deeds at page 31. Tract C-338 was acquired by the Government from J.F Pierce, et al, under deed dated July 28, 1948, and recorded among the land records of Clinton County in Book 33 of Deeds at page 224. The site to be potentially leased is as shown on Exhibit “A”. The map is believed correct, but any error or omission shall not constitute any grounds or reason for nonperformance of the provisions and conditions of the lease or claim by the lessee for any refund, credit, or deduction from the rental amount due.

VIII. PURPOSE FOR LEASING. The property potentially to be leased will be for commercial concession purposes in furtherance of the objectives of the Government to obtain facilities and services adequate to meet the public demand at reasonable prices to the public while allowing the lessee to make a fair profit.

a. Application for proposals to construct a commercial marina will include a Market Analysis and Feasibility study justifying the proposed development within the area to be leased. The study will be in accordance with the suggested outline, Exhibit “E”, for developing market analysis.

b. The market analysis and feasibility study shall be conducted by a Kentucky state certified general real estate appraiser with some expertise in performing Marina Market Analysis/Feasibility studies.

IX. AUTHORITY OF LAW. The authorization or authority of law for granting this lease is Section 4 of the Act of Congress approved December 22, 1944, as amended, (16 U.S.C. 460d).

X. REJECTION OF PROPOSAL. The right is reserved, as the interests of the Government may require, rejecting 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.

XI. SUBMISSION INSTRUCTIONS. Sealed applications, in duplicate, subject to conditions contained herein, will be received at the US Army Corps of Engineers District Office, 801 Broadway, Nashville, Tennessee, 37203, Room A-445, Estes Kefauver Federal Building, until 1 p.m. CDT, June 29, 2015 for leasing of property of the United States, Wolf Creek Dam – Lake Cumberland Project, for commercial concession purposes. Applications to be delivered in person should be delivered to Room A-445 of the Estes Kefauver Federal Building at the above address. Applications will not be accepted after 1 p.m., CDT, June 29, 2015. Modifications of applications may be made and resubmitted in sealed envelopes up to that time. Should you have questions regarding this notice please submit your written questions to the above address or contact Mike Looney (606) 679-6337 or Myles Barton (615) 736-2868.

The right is reserved to the United States, as the interests of the Government may require, the rights 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 they will have no claim against the Government for any costs they incurred.

XII. DEFAULT. In the event that the successful applicant fails to enter into a lease 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 in default in writing giving the applicant ten (10) days to respond or correct the default. If the applicant remains in default, the Government may then select the next highest rated applicant.

XIII. LEASE TERM – The lease term will be based on the amount of development proposed by the successful applicant, or lease term required by a reputable financial institution for amortization of a loan. The general policies for lease terms are as follows:

<u>Proposed Development</u>	<u>Term</u>
\$300,000 or less	up to 10 years
\$300,000 to \$1,000,000	15 years
Over \$1,000,000	up to 25 years

Renewal options may be considered as part of the initial lease depending on the level of investment identified in the proposal, the long range development plan, and other considerations.

XIV. DISPUTES. Persons may protest the terms of the Notice of Availability to Lease before applications are due by writing Michael T. Abernathy, District Chief of Real Estate, Real Estate Contracting Officer, Nashville District, Corps of Engineers, P.O. Box 1070, Nashville, TN 37202, who shall mail or otherwise furnish a written copy of the decision to the protestor. The Chief of Real Estate Division should consider such protest within sixty (60) days from delivery but may continue the leasing 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 Michael T. Abernathy, District Chief of Real Estate, Real Estate Contracting Officer, Nashville District 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:

- a. Identify the Notice of Availability in question;
- b. Identify contact parties;
- c. State the reasons for the protest;
- d. Provide documentation in support of the protest, and;
- e. State the desired result.

The decision of the District Chief of Real Estate, or his 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. These following objectives are not subject to the dispute process:

- a. Minimum facility development as described in the Notice of Availability for Leasing.
- b. Plan of Operation and Development.
- c. Detailed Data Sheet on proposed facilities.
- d. Draft lease with site specific conditions.

The District Chief of Real Estate will determine whether a lease 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.

XV. PROPOSAL PHASES

PHASE I - Phase I proposals must be submitted no later than 1:00 pm CDT, June 29, 2015 and must meet all the criteria established in 'XXII APPLICATION REQUIREMENTS'. The Selection Committee will review all submittals and rank them based on the Selection Criteria and Point System identified in Exhibit "C". Phase I proposals must include a Development Plan that describes the development over the term of the lease. The Development Plan at a minimum must include the minimum facilities and services listed in Exhibit "B". Additional facilities and services may be proposed as determined appropriate for use by the general public. This plan may be conceptual in nature and should be in 1-year increments. It must identify the facility and service, the year it will be provided, and the estimated cost to develop each. The Development Plan is to be accompanied by a Master Plan depicting the general location of all facilities, including both Government boundaries and any private boundary lines, if applicable. The plan should be of sufficient detail so that boundaries of the lake property, as well as private property, may be depicted. The master plan should reflect all the area necessary to accommodate the proposed initial and long-range development. Access roadways, launching areas, etc. located on private and Government property must be included. The Phase I Master Plan may be conceptual but it is encouraged to follow the guidelines in Exhibit "H".

In addition to environmental requirements, the placement of fill (to include earth, rock, concrete, or similar construction materials) in a Nashville District reservoir is regulated by the Nashville District Guidelines and Policy for the Review of Cut and Fill Proposals Below Maximum Flood Pool Elevations on Corps of Engineers Lakes and Interests in Lands dated December 11, 2002. Based on this policy, fill below elevation 760 (feet, NGVD29) on Lake Cumberland should be avoided. If it cannot be avoided, the applicant must provide documentation on the need for fill including why it cannot be avoided and how the volume of fill has been minimized. The applicant must also provide preliminary drawings including a topographic site map (minimum five foot contour interval) showing the proposed extent of fill and excavation for offset (hereinafter referred to as "cut"), cross-sections of fill and cut areas, and a table with the volumes of fill and cut within 5 foot layers below elevation 760. Note that the placement of any fill is also subject to all applicable federal, state, and local laws and regulations.

All applicants must demonstrate that they have the necessary financial resources to complete their development plans and have sufficient funds to operate. Phase I proposals will be screened for overall feasibility and environmental and cultural acceptability. The proposals will be scored using the Selection Criteria and Point System as shown in Exhibit "C". The successful and unsuccessful applicants will be notified as to the outcome of the Phase I evaluation. The Corps will determine which applicants advance to the Phase II review.

PHASE II - Phase II will require detailed engineered drawings as set forth in Exhibit “H”, detailed development plans and a Department of the Army Section 10/404 Regulatory permit. At this point, the Government is required to evaluate the proposal based on provisions in the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), Endangered Species Act (ESA), Clean Water Act, and other legal and regulatory matters. The applicants that moves on to Phase II will be required to pay for all costs associated with NEPA, mitigation and all other compliance requirements. The requirements for Phase II of the proposal and award process must be completed by the applicants prior to final negotiations and award of a lease. Minimum facility and service requirements may be modified to include additional development, i.e. facilities and services may be increased or decreased if specific preliminary site selections dictate; if substantiated by the successful applicant in their proposal; if the final market analysis and feasibility study provide reasons for adjustments; etc.

Cliff stabilization may be required along the access road. Phase II submittals will require a detailed study by a registered geotechnical specialist to be submitted on the cliff stabilization. Applicable plans must be submitted indicating the proposed stabilization method. All costs associated with cliff stabilization will be the responsibility of the applicants. The successful applicant must coordinate with the Kentucky Department of Transportation for the use of State Road 558.

XVI. 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. The applicants will be scored in accordance with the Selection Criteria and Points System as shown in Exhibit “C”.

The Lessee agrees to obtain and deliver to the District Engineer, within thirty (30) days, either a valid surety bond issued by a surety corporation licensed by a state regulatory entity, a performance deposit, or an irrevocable letter of credit issued by a Federally insured financial institution in a form satisfactory to the District Engineer. Said surety bond, performance deposit, or letter of credit shall be in the sum of One Hundred Thousand Dollars (\$100,000.00), payable to the United States, and conditioned upon full and satisfactory performance of the obligations of the Lessee herein set forth in this lease. To insure favorable performance by the Lessee of all the covenants, terms and conditions of this lease, said deposit shall be retained or said bond or letter of credit shall be kept in full force and effect by the Lessee until released in writing by the District Engineer upon completion of the development set out in said Development Plan.

XVII. PLANS REQUIRED OF SUCCESSFUL APPLICANT. Upon award of a lease to the successful applicant, the following must be provided within sixty (60) days for review and approval by the District Engineer:

a. Final Master Development Plan at a scale of 1”=100’ including landscaping plans. The plans must include development plans for construction proposals both on private property and on Government property, to include marina layout, appurtenant structures, boat ramp, bank stabilization, access roadways, parking lots, dry storage facilities, campgrounds, restaurants,

tree clearing etc. Requirements of this plan are listed below in Exhibit “H” Master Development Plans.

b. As requested by the District Engineer, construction plans for all facilities at an appropriate scale. Drawings must be prepared and assembled in a professional manner and be of sufficient scale and quality to be reviewed.

c. 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.

d. Any revision in the plans after approval by the Corps of Engineers shall require additional written approval by the District Engineer prior to implementation of the revisions or construction of any facilities. Revisions may require additional NEPA and NHPA evaluation at the expense of the applicant.

XVIII. CONTACT INFORMATION. Provide name, address, and telephone number of the applicant and, if applicable, the name, address, and telephone number of a representative authorized to act on behalf of the applicant during the course of the project.

XIX. PROPERTY INSPECTION. To make arrangements for inspections of the property proposed to be leased, you should contact the Lake Cumberland Resource Manager’s office by mailing to: Resource Manager, US Army Corps of Engineers, Lake Cumberland, 855 Boat Dock Road, Somerset, Kentucky 42501-6016, or by phoning (606) 679-6337.

XX. MINIMUM FACILITY REQUIREMENTS. The Minimum Facility Requirements for a submission to be considered are shown in Exhibit “B”. Any submission that does not meet those requirements WILL NOT be considered.

XXI. 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 potential marina 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 this NOA at any time if it is determined to be in the best interests of the Government.

a. **APPLICATION CONDITIONS –**

(1) 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 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.

(2) 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. The lessee must provide trash containers and garbage removal services; keep the area neat, orderly and safe; keep grass and weeds neatly mowed, except as provided in the lease conditions or the NEPA document; provide security; provide sewage pump-out facilities, etc. for the leased area on a regular ongoing basis to assure proper maintenance and operation of the site. All areas on Government property must remain open to the general 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. Lessee-owned areas may receive user designations as approved in writing by the District Engineer for the public patrons.

(3) 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.

(4) Development of the facilities on the premises must commence within one hundred eighty (180) days from the date of the execution of the lease, unless otherwise provided in writing by the District Engineer. 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.

(5) 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.

(6) By submittal of an application, the applicant agrees to provide non-discrimination and civil rights assurances, if applicable.

(7) The information provided by the applicant may be used by the Corps to conduct a comprehensive background check and credit check.

(8) All questions may be directed to the US Army Corps of Engineers, Nashville District, Real Estate Division, 801 Broadway, Nashville, Tennessee, 37202, (615) 736-2868.

b. PROJECTED SEQUENCE OF EVENTS AND DEADLINES -

<u>EVENT</u>	<u>DEADLINE</u>
Distribute NOA	March 2, 2015
Phase I Submission deadline	June 29, 2015
Phase I Proposal review complete with letter to applicant	August 31, 2015
Phase II Submission deadline	March 1, 2016
Phase II Review and signing of FONSI or initiation of EIS*	May 30, 2016

Pre-lease Conference
Award of lease

June 20, 2016
July 1, 2016

* This is only a projected sequence of events and deadlines. The Government may modify, as appropriate, the timelines for reasonable cause. The Phase I submission deadline dates will not be changed.

*Phase II Review duration will be commensurate to the level of NEPA coverage required (to be determined by USACE). Typically, completion of an Environmental Assessment and signing of a Finding of No Significant Impact (FONSI) statement would be 60-90 days. Typically, completion of an Environmental Impacts Statement (EIS and signing of a Record of Decision would be 18-24 months). Applicant is responsible for all cost associated with completion of required NEPA coverage including any required mitigation.

XXII. APPLICATION REQUIREMENTS

Requirements and conditions for the Application Process are as follows. Failure to meet all these requirements and conditions may be grounds for rejection of applications.

a. **DEVELOPMENT PLAN** - Applicants are required to include plans for the development over the life of the lease. The Development Plan must include, as a minimum, those minimum facilities and services listed in Exhibit “**B**”. Additional facilities and services may be proposed as determined appropriate for use by the general public. This plan may be conceptual in nature and should be in 1-year increments. It must identify the facility and service, the year it will be provided, and the estimated cost to develop each. The first year of development cannot be waived and must be completed in accordance with the Development Plan, Exhibit “**B**”.

b. **MASTER PLAN** - The Development Plan is to be accompanied by a Master Plan depicting the general location of all facilities, including both Government boundaries and any private boundary lines, if applicable. The plan should be of sufficient detail so that boundaries of the lake property, as well as private property, may be depicted. The master plan should reflect all the area necessary to accommodate the proposed initial and long-range development. Access roadways, launching areas, etc. located on private and Government property must be included.

c. **REAL ESTATE RIGHTS** - Applicants must present evidence of fee simple title or documentation as to ownership or documentation of sufficient other real estate rights of any adjacent or nearby private property required to support the proposed development. A fully executed option to purchase or lease or easement options will be sufficient for the Phase I evaluations. However, a conveyance of sufficient real estate rights to the property is required prior to execution of the lease. Evidence must be provided documenting roadway access to the proposed site from appropriate other public roadways, if not provided on Corps property. A lease agreement with the Corps of Engineers will be required for all proposed development on Government property. If

sublease agreements are proposed in the operation of the lease area, the subleasing plan shall be provided in final form, i.e. executed documents, with the submission of proposal.

d. **ZONING RESTRICTIONS** – Evidence that the proposal does not conflict with the proposed development on adjacent private property, if applicable, i.e. waiver from zoning restrictions, etc., must be provided in your application. All local restrictions applying to private property, particularly zoning restrictions, must be complied with or a waiver obtained from the local governing body and/or the District Engineer.

e. **MARKET ANALYSIS AND FEASIBILITY STUDY** – The application is to include general information supporting the proposed development. Supporting data should include market analysis information establishing the demand for the proposed facilities and services. The market information is to also reflect economic data, income and expenditures (cash flow) from the proposed development supporting the economic feasibility of the proposal. The study should provide where the projected demand will be generated, i.e. new roadways, residential and commercial developments, new recreational developments in the area, existing but not serviced demand, etc. A comprehensive detailed market analysis and feasibility study will be required as part of the proposal process. Refer to Exhibit “E” for the suggested outline for developing the market analysis.

f. **UTILITIES** – The proposal should provide the source of all necessary utilities, including water, sewer, electric, telephone, etc. Specific information relative to water and sewer utility providers, electric power companies, telephone service companies, etc., is to be identified in the proposal. If services are not currently available on the proposed site, commitment letters from each utility are required.

g. **LEASE AGREEMENT** – Proposals must state that the applicant, if awarded a lease, agrees to enter into, pay rental and abide by all the terms and conditions of the lease as outlined in the sample lease attached as Exhibit “F”. Please note in the sample lease, among other provisions, that the developer must provide pump-out facilities; all facilities must be in compliance with the Americans with Disabilities Act (ADA); full or part-time residency is prohibited; the length of stay for campsite developments on Government property is limited to 30 days in any 60-day period; rental payments are derived from a schedule with an option for rental payment for boat and motor sales, etc.

h. **DEPOSIT** – All applications will require submission of a refundable application fee of Ten Thousand Dollars (\$10,000.00). The deposit will apply to future rental payments required by the lease for successful applicants. Deposits will be refunded to unsuccessful applicants within ten (10) working days from the date of the decision by the selection committee.

i. **APPLICATION AGREEMENT** – In addition to the deposit requirement, the successful applicants must sign the attached application Exhibit “G”, which constitutes an agreement that the applicant will abide by all the terms and conditions and provide all the information required by the lease award process. Failure to provide the executed document may result in denial of the application.

j. EXPERIENCE AND BACKGROUND –

(1) List any/all previous business endeavors with a description of the business operations and status.

(2) Provide a description of any management qualifications and experience.

(3) Provide third party personal and business references.

(4) If applicant is a corporation it must provide:

(a) Articles of incorporation and by-laws.

(b) Names, addresses, dates of birth, and social security numbers of officers and participating principles and all addresses they have used for the last ten (10) years.

(c) Summary of corporate activity.

(5) If applicant is a partnership, it must provide:

(a) The partnership agreement.

(b) Names, addresses, dates of birth, and social security numbers of the partners and all addresses they have used for the last ten (10) years.

(6) If the applicant is a sole proprietor, he/she must provide his/her social security number, date of birth, current address, and all addresses used for the last ten (10) years.

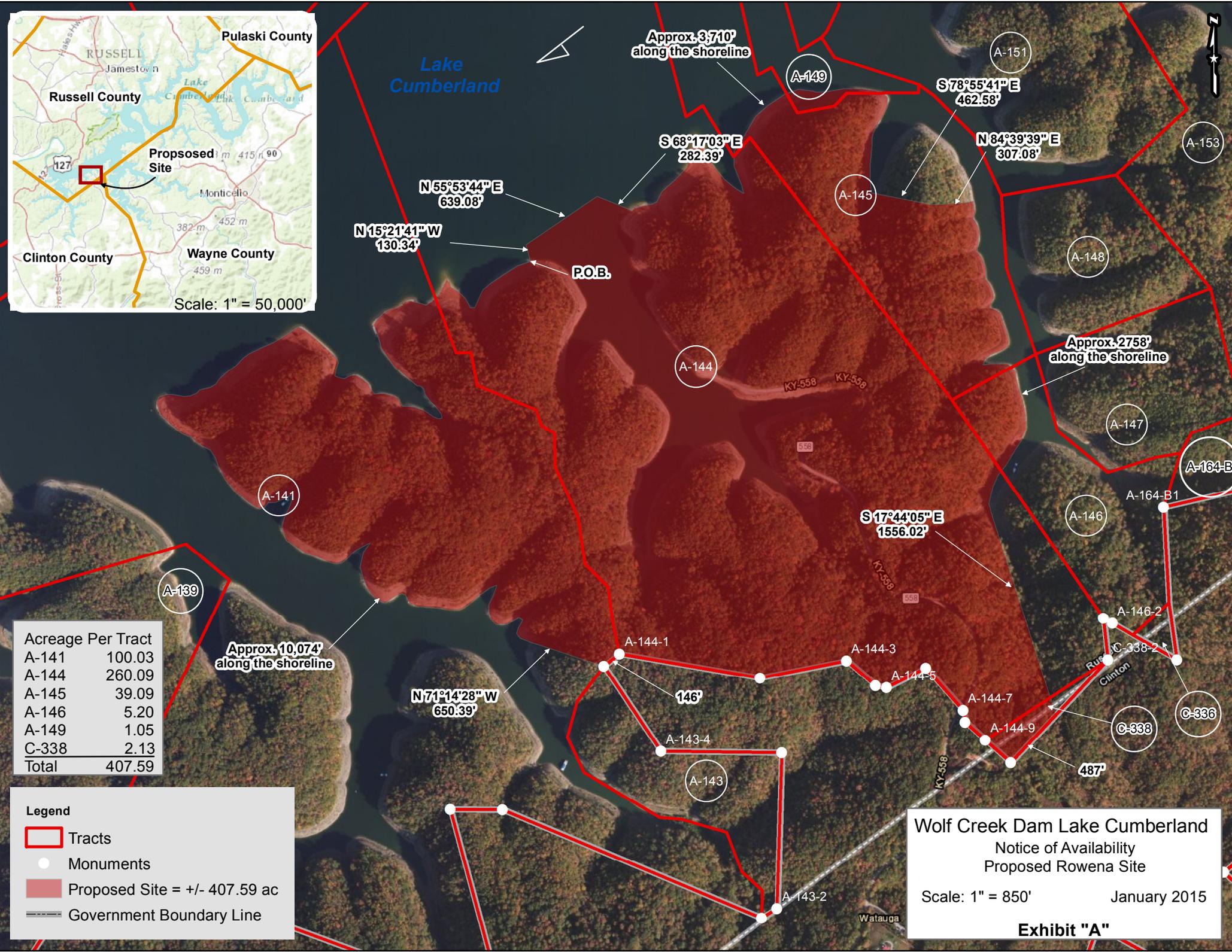
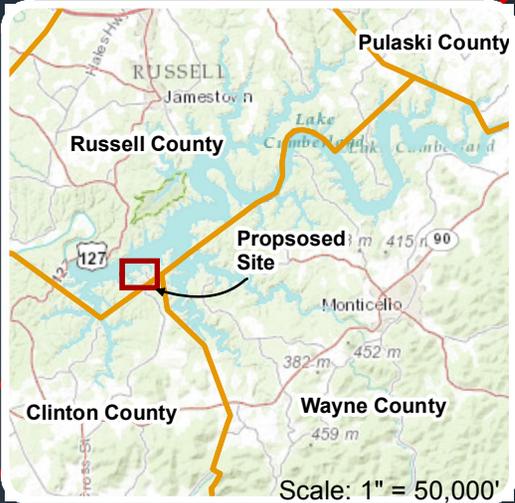
k. FINANCIAL CAPABILITY –

(1) If the applicant is a corporation or limited partnership, you must provide a current financial statement prepared by an independent certified public accountant or by an independent licensed public accountant.

(2) If the applicant is an individual or partnership, he/she/they must provide a complete and current personal financial statement.

(3) Each applicant must provide the names, addresses, and telephone numbers of at least two commercial or institutional credit references from which the applicant has previously obtained financing. You must also attach a letter authorizing each credit reference to respond to inquiries from the Government.

(4) Provide a preliminary budget, projected cash flow, estimated operating costs, and detailed plans of financing including commitment letters covering all projected financing for the development plan from proposed lenders. Identify all interim and permanent sources of funds and include copies of loan documents used to implement the assignment.



Acreage Per Tract	
A-141	100.03
A-144	260.09
A-145	39.09
A-146	5.20
A-149	1.05
C-338	2.13
Total	407.59

Legend

- Tracts
- Monuments
- Proposed Site = +/- 407.59 ac
- Government Boundary Line

Wolf Creek Dam Lake Cumberland
 Notice of Availability
 Proposed Rowena Site

Scale: 1" = 850' January 2015

Exhibit "A"

EXHIBIT “B”

**LAKE CUMBERLAND
ROWENA LANDING SOUTH
NOTICE OF AVAILABILITY TO LEASE**

MINIMUM FACILITY AND SERVICE REQUIREMENTS

1. All sites will require the following facilities and services:
 - a. Paved access roads and sufficient paved parking to support the total development. The access road shall be compliant with applicable county, state, and federal laws and regulations. Parking spaces will be in accordance with the federal facilities parking ratio chart provided at the end of this exhibit.
 - b. An adequate amount of wet slips to support the development is required. Dry storage is permitted. If dry storage is constructed offsite, the construction must also be in accordance with all Federal, state, and local laws, ordinances, and regulations to include all required cultural and archeological surveys.
 - c. Sanitary restroom facilities must be provided to adequately accommodate public use of all facilities.
 - d. Supporting water, sewage and electric utilities must be adequately provided to support the total development.
 - e. Marine sanitation pump-out of watercraft facilities will be made available for use by the general public as well as patrons of the marina.
 - f. A floating full service dock to include oil and gas dispensing equipment for sales to the general public must be provided. The fuel storage tank must be above ground, with secondary containment, and in compliance with all Environmental Protection Agency (EPA) regulations and specifications.
2. 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. Ownership of the government-owned improvements may be transferred to the successful lessee as the law and implementing guidelines may allow. Government owned public launching areas must remain open to the public on a first-come-first-serve basis.
3. The Government reserves the right to appropriately and reasonably modify minimum facilities and services requirements in the Phase II stage of the lease award process, depending upon site specific conditions of the selected site or sites.

4. Restrooms, restaurants, shower houses, and all other facilities must meet requirements of the Americans with Disabilities Act and its implementing guidelines.

DETAILED DATA SHEET

The applicant must furnish the following data for all items listed:

1. Fishing Boats for Rental.

- a. Manufacturer: _____
- b. Manufacturer's model name or number: _____
- c. Length _____ Beam _____ Draft _____
- d. Material _____
- e. Flotation chambers (describe): _____

- f. Maximum horsepower recommended by manufacturer: _____
- g. Carrying capacity recommended by manufacturer in pounds, taking into full account all operating conditions to be encountered in area of operation
- h. Unit Cost \$ _____

2. Outboard Motors for Rental:

- a. Manufacturer: _____
- b. Model: _____
- c. Horsepower: _____ (Recommend, as a general rule, no motor of more than 5 h.p. be rented except in special instances where operator's skill and boat experience are fully known to the lessee.)

3. All-Weather Rescue Craft:

Hull Type: _____
Length: _____ Beam: _____ Depth amidship: _____

Manufacturer: _____

Model or type: _____

Horsepower: _____

4. Floating Boat Dock:

- e. Show dimensions and layout of proposed dock, including all facilities to be installed on general concept plan.
- b. Details of hull and deck construction:
 - e. Number of slips for mooring rental fishing boats, sheltered or open slips.
 - (2) Number of sheltered slips for care of private boats.
 - (3) Materials to be used in constructing hull and deck. (Describe in detail on separate sheet)
- c. Details of superstructure construction:
 - e. Framing material and proposed design. (Describe in detail on separate sheet)
 - (2) Exterior material and proposed design. (Describe in detail on separate sheet)
- d. Facilities to be installed on floating docks:
 - e. Boat haul-out mechanism for cleaning fishing boats. (Describe in detail on separate sheet)
 - (2) Individual lockers for storage of private gear. (Describe in detail, giving location, on separate sheet)
 - (3) Service dock for gasoline, diesel fuel, lubricants, water and operating supplies. (Describe in detail, including service pumps, supply lines, storage tanks, lighting, and fire extinguishing equipment, on separate sheet)
 - (4) Method of mooring floating craft to docks (use separate sheet).
 - (5) Method of mooring floating dock (use separate sheet).
- e. Will floating dock include sales service building? If so, describe structure in full, giving full list of services and stores to be furnished, equipment to be installed, etc., on separate sheet.

f. Will bait dock or bait house be installed on floating dock? If so, describe proposed construction and facility in detail on separate sheet.

5. Landscaping, Site Grading and Roads:

Describe proposed developments in full, properly referenced to general concept plan prepared by applicant (use separate sheet).

6. Sales Service Building:

a. Show proposed design, dimensions, construction, and all facilities to be installed on general concept plan.

b. Describe proposed installation in detail on separate sheet.

c. List services to be furnished in connection with sales service buildings (use separate sheet). Oil and gasoline sales are required at the service dock.

d. Are café or snack bar operations considered in connection with sales service building? If so, describe in detail. If you are considering separate facilities, describe in detail. If café or snack bar facilities are not deemed necessary state reasons (use separate sheet).

7. Overnight Lodging Facilities:

a. Show location and layout of proposed facilities on master plan, together with sketch plans showing preliminary floor plans, elevations, dimensions, and design of each individual type of structure.

b. Describe proposed construction and material to be used on separate sheet

c. Type of interior furnishing proposed. Type on separate sheet.

8. Rental Cabins:

a. Show location and layout of proposed facilities on master plan together with sketch plans showing preliminary floor plans, elevations, dimensions, and design of each individual type of structure. No first floor living or overnight accommodations below Elevation 760 will be approved.

b. Describe proposed construction and material to be used. Use separate sheet.

c. Type of interior furnishings proposed. Use separate sheet.

d. If applicable for site, do you propose to construct full facilities, including power lines, water supply lines, sewage disposal lines, access roads, parking bays, and landscaping?

e. Describe in full. Use separate sheet. Show layout on master plan or individual drawing.

9. Public Camping Areas:

a. Show on master plan using suggested site plan or individual plan, showing location and layout of any proposed public facilities.

b. Describe proposed construction and material to be used. Use separate sheet.

c. Show layout of water and electric lines and describes plans for sewage disposal.

10. Public Picnic Areas:

a. Show location and layout of all facilities to be furnished on master plan.

b. Describe facilities fully including proposed construction and material to be used. Use separate sheet.

11. Public Boat Ramps:

a. Show location and layout and connection with existing or proposed roads on master plan.

b. Describe proposed construction and material to be used in detail. Use separate sheet.

12. Public Beaches:

a. Show location and layout of the beach and facilities to be provided on master plan.

b. Describe proposed construction and material to be used in detail. Use separate sheet.

13. Public Restrooms/Laundries: State type and fully describe facilities to be installed and how they are to be made available to public patronizing your proposed facilities, where they will be, and how they will be equipped to serve the general public and those with disabilities as required by law. Use separate sheet.

14. Do you plan to sell boats, boat accessories, outboard motors, etc.? If so, describe in detail proposed operation and means of conducting such business, including any boat brokerage services. Use separate sheet.
15. Do you plan to furnish excursion boats or transportation of persons by boat or boats for hire, i.e., houseboats, pontoon boats, ski boat rentals, etc.? If so, describe proposed operations in detail, listing equipment to be used. Use separate sheet.
16. Do you propose to furnish guide service?
17. Describe water supply and sewage disposal systems in detail.
18. Describe source of electric power supply. Use separate sheet.
19. Describe telephone source and any internet services to be provided.
20. Do you plan to serve alcoholic beverages? If so, please describe proposed sales, i.e. in what facilities will they be dispensed. See Sample Lease Condition 22 for regulations concerning alcohol use within the lease area.
21. If cut and fill is proposed, please submit documentation in accordance with Exhibit "H".

FACILITIES TO PARKING RATIOS

The following are facilities to parking ratios for the proposed Rowena South Landing marina site on Lake Cumberland. Each development plan and site plan submitted with an application must reflect these minimum numbers of parking spaces to be considered.

- a. Boat Slips (dry storage or wet slips) – 1 parking space : 2 slips
- b. Restaurant/Snack Bar (number of seats) – 1 parking space : 6 seats
- c. Launching – 1 to 1 (minimum of 25 car/trailer parking spaces will be provided)
- d. Employees – 2 parking spaces : 3 employees
- d. Boat Rentals – 1 parking space : 2 rental boats
- e. Cabins/Motel Units (bedrooms) –1 parking space : 2 bedrooms

NOTE: Each parking space must be a designated space (paved "hot mix" or concrete and marked-uniform traffic marking system). Unimproved parking such as unmarked gravel spaces may be used for employee parking or overflow parking at peak use periods, i.e. holiday weekends or at times of special events.

EXHIBIT “C”

**SELECTION CRITERIA
AND
POINT SYSTEM**

NOTICE OF AVAILABILITY TO LEASE

**LAKE CUMBERLAND
ROWENA LANDING SOUTH
REQUEST FOR APPLICATIONS TO DEVELOP
COMMERCIAL MARINA CONCESSIONS**

APPLICANTS NAME: _____

The following is the Selection Criteria and Point System to be used by the Selection Committee in determining the “best and final” application submitted under this Notice. Applicants are to insure that their proposals address all the required criteria for consideration by the Committee. Thorough, comprehensive and professional applications will receive the highest ratings.

SELECTION CRITERIA:

1. **Recreation Opportunities/Operations Proposed**

- a. Proposed operation and development plan
- b. Design
- c. Quality and nature of development
- d. Consistency and integration with the lake setting
- e. Proposed sequencing/phasing

2. **Experience and Background**

- a. Business experience and training
- b. Comparable experience
- c. Business and personal references

3. **Financial Capability**

- a. Financial Plan for first five years
- b. Financial Statement
- c. Bank references

3. **Credit and Criminal Background Check**

4. **Environmental and Cultural Acceptability**

POINT SYSTEM:

1. **Site Development and Long Term Management Plans (Maximum 70 Points)**

a. Development Plan (Maximum of 60 Points)

- (1) Master plan/design with estimated cost – 40 points
- (2) Environmental quality and nature of development (examples include but not limited to storm water runoff and detention, acreage of tree clearing and associated mitigation, waste water disposal, and aesthetics) – 10 points
- (3) Consistency and integration with lake setting – 5 points
- (4) Proposed construction sequencing/phasing – 5 points

b. Long Term Management Plan (Maximum of 10 Points)

(1) identification and qualifications of key personnel as they relate to the business, i.e. accounting personnel for rental and financial reports, on-site manager, repair personnel, etc. – 5 points

(2) long term maintenance plan and schedule for ground maintenance, garbage collection and disposal, sanitation and handling of sewage pump-out, maintenance and improvements to structures, management of hazardous materials, Spill Prevention Control and Countermeasure (SPCC) Plan etc. - 5 points

2. **Financial Capability and Credit Check (Maximum of 55 Points)**

- a. Credit checks/bank references – 5 points

b. Financial statement indicates applicant has sufficient funds available to successfully complete and operate the proposed development – 30 points

c. Market analysis and feasibility study validates/proves demand for proposed facilities and services – 20 points

3. **Experience and Background (Maximum 40 Points)**

a. General business experience - 10 points

b. Specific marina concessionaire or comparable type experience – 30 points

4. **Criminal Background Check (Qualifier or Non-Qualifier)**

Total Points: _____
(Consensus of Selection Committee)

EXHIBIT "D"

SIGN GUIDELINES

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

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

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.

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,

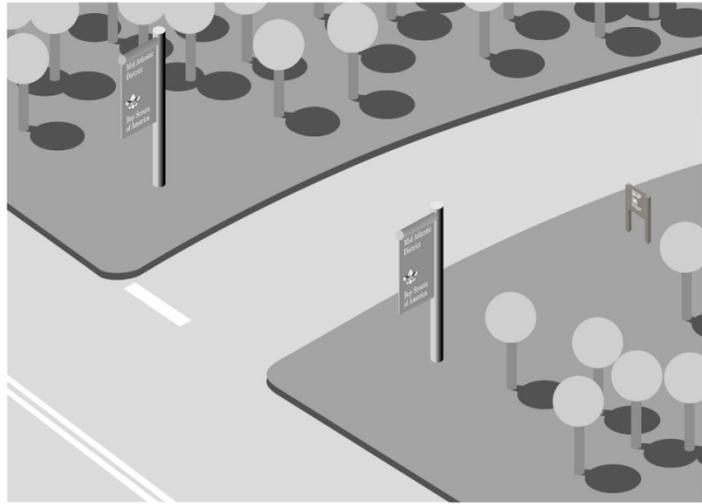
Section 2 of this manual. The signs should be visually appropriate to the site, well-crafted, and made of durable materials. Signage should be visually consistent throughout the leased areas. Refer to Section 5 for appropriate identification signs.

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.

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.

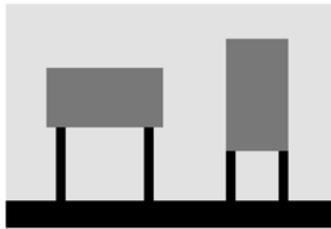
This section summarizes the signage principles for leased commercial areas such as marinas and commercial campgrounds, as well as for concessions within a Corps recreation area including: tackle shops, snack bars, and marine services. Commercial concessionaires will be responsible for their own sign 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

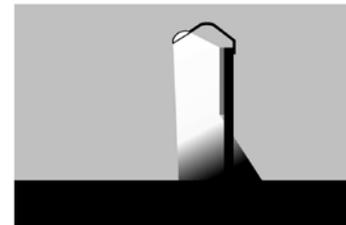
See recommended legend size chart on page 2-6.

Color

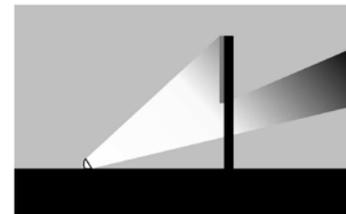
Panels should be appropriate to the environment; providing adequate visibility without garishness. Suggested options include weathered redwood or cedar sign panels or enamels in muted colors or natural earth tones with lettering of sufficient contrast for good legibility.

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.

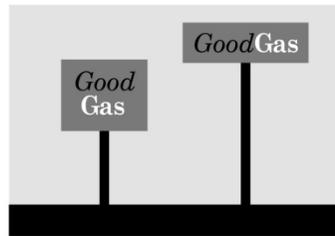
Signage for service stations and marine gas docks will be governed by the following special standards.

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.

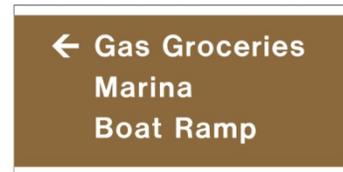


EXHIBIT “E”

SUGGESTED OUTLINE FOR DEVELOPING MARKET ANALYSIS AND FEASIBILITY STUDY

1. Define objectives of the study.

Examples:

a. To determine the type facilities demanded by a given market area and whether the site under consideration is geographically and physically suited for development of such facilities.

b. To determine whether a given market area will economically support a predetermined development plan at the site under consideration.

c. Identify time period for which data is to be collected or projected.

2. Define market area.

a. Geographical location in relation to site under consideration.

b. Distance and driving time to major population centers.

c. Access to site (highways, waterways, and air routes).

d. Location of competitive facilities.

3. Determine overall demand within market area.

a. Total population figures.

b. Length of season for recreational activity.

c. Traffic Flow figures and projected visitation.

d. Disposable personal income figures.

e. Economic trends.

(1) Purchases of marine equipment (boats, motors, campers, water skis, etc.)

(2) Economic data on existing related facilities.

(3) Market for recreational facility expanding or decreasing (proposed new highways, decrease in fishing potential, etc.)

f. Correlation with “Outdoor Recreation Plans” of the state.

4. Feasibility of development of site under consideration.

a. Identify profit centers.

(1) Primary – facilities that draw people.

(2) Secondary – services complimenting primary center.

Example: Boat repair service at a marina (Note: Restaurant might be primary if it draws people from outside, but secondary if used to serve patrons of a resort motel.)

b. Estimate income from primary centers.

(1) Describe facility from physical standpoint. (Is it designed to serve large boats? Fishermen? Water sports enthusiasts? Overnight campers? Vacation campers?)

(2) Estimate season for primary center.

(3) Estimate the percentage of total market that can reasonably be expected to purchase the item that the profit center sells (motel, room, boat slip, campsites, etc.).

5. Income Feasibility.

a. Considerations:

(1) Average distance traveled to site.

(2) Frequency of use (weekday, weekend, holiday, etc.).

(3) Analyze competition.

(a) Location of competitors.

(b) Quality of facility offered by competitors.

(c) Expansion potential of competitors.

b. Calculate estimated income from primary centers by multiplying estimated number of units to be rented by the price per unit.

(1) More units may be rented during peak season when price per unit may be higher.

- (2) Figure estimate of income weekly, then add total for the year.
- c. Estimate income from secondary centers.
 - (1) Estimate the number of dollars each customer of the primary center will spend at the secondary center.
 - (2) Consider competitive facilities for secondary center business.
- d. Three prediction methods.
 - (1) Published data of average expenditure per customer at comparable facility.
 - (2) Percentage of total gross income historically generated by similar secondary centers.
 - (3) Sampling experience at existing similar facilities.
- e. Estimate total gross income.
- f. Estimate cost of development, O&M and replacement expenditures.

6. Appraisal.

- a. Income approach.
 - (1) Revenue received from operation (gross income).
 - (2) Less operating expenses (including reserves for replacement).
 - (3) Cash flow (net income).
 - (4) Yield on investment.
- b. Cost approach.
 - (1) Land cost to rent.
 - (2) Development costs (private and Government).
- c. Market data approach.

7. Conclusions.

- a. Discussion of positive and negative features of the enterprise.

b. Determine alternatives.

c. Establish conclusion based on the market analysis.

Enclose: Appropriate Maps, Tables and Charts

EXHIBIT "F"
SAMPLE LEASE

NO. _____

DEPARTMENT OF THE ARMY
LEASE
FOR COMMERCIAL CONCESSION PURPOSES
ROWENA LANDING SOUTH
WOLF CREEK DAM – LAKE CUMBERLAND PROJECT
RUSSELL, KENTUCKY
TRACTS: A-144 & A-145

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

WITNESSETH:

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

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of Number years, beginning _____ and ending _____.

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., USAED NASHVILLE DISTRICT" and delivered to the District Chief of Real Estate, U. S. Army Corps of Engineers, Nashville District.

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.

GROSS RECEIPTS (GR)	% RENT
Under \$50,000	2.0%
\$50,000-\$200,000	2.1%
\$200,001-\$400,000	2.2%
\$400,001-\$600,000	2.3%
\$600,001-\$800,000	2.4%
\$800,001-\$1,000,000	2.5%
\$1,000,001-\$1,200,000	2.6%
\$1,200,001-\$1,400,000	2.7%
\$1,400,001-\$1,600,000	2.8%
\$1,600,001-\$1,800,000	2.9%
\$1,800,001-\$2,000,000	3.0%
\$2,000,001-\$2,200,000	3.1%
\$2,200,001-\$2,400,000	3.2%
\$2,400,001-\$2,600,000	3.3%
\$2,600,001-\$2,800,000	3.4%
\$2,800,001-\$3,000,000	3.5%
\$3,000,001-\$3,200,000	3.6%
\$3,200,001-\$3,400,000	3.7%
\$3,400,001-\$3,600,000	3.8%
\$3,600,001-\$3,800,000	3.9%
\$3,800,001-\$4,000,000	4.0%
\$4,000,001-\$4,200,000	4.1%
\$4,200,001-\$4,400,000	4.2%
\$4,400,001-\$4,600,000	4.3%
\$4,600,001-\$4,800,000	4.4%
\$4,800,001-\$5,000,000	4.5%
\$5,000,001 and above	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 with the first payment due DATE. The rental year will be for a partial year the first year, beginning on the date of this Lease and ending on 31 December YEAR; for each rental year thereafter the year will begin on 1 January and end on 31 December.

(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.

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 District Engineer, Attn: Chief, Real Estate Division, P.O. Box 1070, Nashville, Tennessee 37202, 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," "District Engineer," "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, sublessees, assignees, or transferees solely for the conduct of business in connection with the recreational development of the premises for the general use of the public. Lessee shall provide facilities and activities in accordance with the Use and Development Plan and its architectural theme and sign plan, as supplemented or amended, (Development Plan) and attached hereto as Exhibit "E". The sign plan will be in accordance with the Sign Standards Manual, EP 310-1-6A, Chapter 17, attached as Exhibit "D".

b. No Structure may be erected or altered upon the premises unless and until said Development Plan has been approved in writing by the District Engineer. The District Engineer 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 District Engineer 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 Development Plan, whenever, in the opinion of the District Engineer, 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 District Engineer, 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 District Engineer. Modifications to said Development Plan must be approved in writing by the District Engineer prior to implementation of the change.

6. CONDITION OF PREMISES

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

b. As of the date of this lease, an inventory and condition report of all personal property and improvements of the United States included in this lease shall be made by the District Engineer and of the Lessee to reflect the condition of said property and improvements. A copy of said report is attached hereto as Exhibit "C" and made a part hereof. Upon the expiration, revocation, or termination of this lease, another inventory and condition report shall be similarly prepared. This report shall constitute the basis for settlement for property damaged or destroyed. Any such property must be either replaced or restored to the condition required by the Condition on **PROTECTION OF PROPERTY**.

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 District Engineer 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 District Engineer 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 sublessees 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 \$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 District Engineer a copy of the policy or policies, or, if acceptable to the District Engineer, a certificate of insurance evidencing the purchase of such insurance. The District Engineer shall have the right to review and revise the amount of minimum liability insurance coverage required. The policy shall provide that the insurance company give the District Engineer thirty (30) days written notice of any cancellation, non-renewal or change in such insurance.

b. The Lessee's sublessees 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 sublessees and licensees under the terms of this lease.

The Lessee shall require any insurance carrier or carriers to furnish to the District Engineer a copy of the policy or policies, or, if acceptable to the District Engineer, 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 District Engineer thirty (30) days written notice of any cancellation or change in such insurance. The District Engineer 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. As those structures and improvements on the premises constructed by or at the expense of the United States, for such periods the Lessee is in possession of the premises pursuant to the terms and conditions of this lease, the Lessee shall procure and maintain at the Lessee's cost a standard fire and extended coverage insurance policy or policies on the leased premises to the full insurable value thereof. The Lessee shall procure such insurance from a reputable company or companies. The insurance policy shall provide that in the event of loss thereunder, the proceeds of the policy or policies, at the election of the United States, shall be payable to the Lessee to be used solely for the repair, restoration, or replacement of the property damaged or destroyed, and any balance of the proceeds not required for such repair, restoration, or replacement shall be paid to the United States. If the United States does not elect by notice in writing to the insurer within sixty (60) days after the damage or destruction occurs to have the proceeds paid to the Lessee for the purposes hereinabove set forth, then such proceeds shall be paid to the United States, provided however, that the insurer, after payment of any proceeds to the Lessee in accordance with the provisions of the policy or policies, shall have no obligation or liability with respect to the use or disposition of the proceeds by the Lessee. 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 of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee therefrom, and restore the premises to a condition satisfactory to the District Engineer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property, and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the District Engineer, said property shall either become the property of the United States without compensation therefore, or the District Engineer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the premises.

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 District Engineer, the Lessee will provide a certification that all electrical installations 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 District Engineer, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the District Engineer.

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

18. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the District Engineer, 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 District Engineer, and, the Secretary 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 District Engineer shall be notified and that the proposed transaction is subject to review and approval by the District Engineer. The Lessee shall request in writing the District Engineer's approval of the proposed transaction and shall promptly provide the District Engineer 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 District Engineer, 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 District Engineer 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 District Engineer.

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 District Engineer.

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

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

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 District Engineer 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 sublessees, 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 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.

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 (EPA), 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 EPA, or any Federal, state, interstate or local governmental agency are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, 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 District Engineer before any pesticides or herbicides are applied to the premises.

26. ENVIRONMENTAL CONDITION OF PROPERTY

An Environmental Condition of Property (ECP) report 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 "B". 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 District Engineer 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 District Engineer and protect the site and the material from further disturbance until the District Engineer gives clearance to proceed.

28. SOIL AND WATER CONSERVATION

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

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 District Engineer 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 District Engineer.

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

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 (2) below.

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

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

(a) The claim is made in good faith;

(b) Supporting data are accurate and complete to the best of the Lessee's knowledge and belief; and

(c) The amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

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

(4) 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.

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

(6) The District Engineer's decision shall be final unless the Lessee appeals or files as suit as provided in the Act.

(7) At the time a claim by the lessee is submitted to the District Engineer 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.

(8) The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the District Engineer 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 District Engineer 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.

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

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, excepting 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. RIGHT TO ENTER AND FLOOD

This Lease is granted subject to the perpetual right of the United States to flood the property identified in Exhibit "A" as may be necessary by the operation and maintenance of the Wolf Creek Dam – Lake Cumberland Project.

39. TREE CUTTING AND REMOVAL

Nothing contained in this Lease or in any Development Plan attached as an exhibit to this Lease shall be construed as approval for the removal or cutting of any trees located on the premises. Any cutting or removal of trees on the leased premises shall require the specific prior written consent of the District Engineer.

40. NON-REMOVAL OF IMPROVEMENTS

The lessee shall not remove any ramps, roads, or parking areas identified in Exhibit "C" of the lease, during the term of this lease or upon expiration, revocation or termination date of this lease without the written approval of the District Engineer. The government reserves the right to inspect the improvements and request corrective actions in accordance with Condition 20 health and safety of this lease.

41. DAY USE LAUNCHING FEE

The lessee is granted permission to charge a launching fee not to exceed \$5.00 for boats 35' in length or less. The launching fee for boats over 35' may exceed \$5.00, but will be reasonable and comparable to rates charged for similar services provided in the area. Seasonal passes are permissible at reasonable rates. The lessee may utilize special rates to accommodate fishing tournaments and other special events at reasonable prices. No parking fees may be charged in addition to the approved day use launching fees.

In consideration for being permitted to charge launching fees, the lessee will assume all responsibility for maintenance and repair of the launching ramp and associated parking area on the leased premises. The ramp and parking area facilities shall be maintained at or above the condition of such facilities at the time of execution of this

Lease, as described and shown in Exhibit “C” (Inventory & Condition Report) to the lease, which is attached hereto and hereby made a part of the lease. All repair and construction activities associated with the launching ramp and parking lot will be subject to the approval of the Lake Cumberland Resource Manager’s Office.

The lessee may relinquish its right to charge a launching fee, by informing this office in writing six (6) months prior to the effective date of such relinquishment. The obligations of lessee relating to the maintenance and repair of the launching ramp and associated parking area shall cease at the end of such six-month period, subject to the terms of RESTORATION of the lease relating to replacement or restoration of the ramp and parking facilities.

42. INVENTORY AND CONDITION OF GOVERNMENT PROPERTY

a. The lessee acknowledges that it has inspected the launching ramp and associated parking area, knows their condition, and acknowledges that the same are accepted by lessee as is, without any representation or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

b. Upon expiration, revocation, or termination of this lease, another Inventory & Condition Report (substantially in the form of Exhibit C attached hereto) shall be prepared. This report shall constitute the basis for settlement for property damaged or destroyed. Any such property must be either replaced or restored to the condition required by the Condition 8 PROTECTION OF PROPERTY of the lease.

43. SITE SPECIFIC – this section is based on the proposed development plan

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, 2013.

Michael T. Abernathy
District Chief of Real Estate
Real Estate Contracting Officer
U.S. Army Corps of Engineers
Nashville District

THIS LEASE is also executed by the Lessee this _____ day of _____, 2013.

LESSEE

BY: _____
Name, Title

ACKNOWLEDGMENT

STATE OF TENNESSEE

: ss

COUNTY OF DAVIDSON

On this _____ day of _____, 2013, before me the undersigned Notary Public, personally appeared Michael T. Abernathy, District Chief of Real Estate, Real Estate Contracting Officer, U.S. Army Engineer District, Nashville, Tennessee, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

THIS INSTRUMENT PREPARED BY:

NAME, Realty Specialist
U.S. Army Corps of Engineers
(615) 736-XXXX

REVIEWED FOR LEGAL SUFFICIENCY BY:

NAME, Attorney
(615) 736-XXXX

CORPORATE CERTIFICATE

I, _____, certify that I am the _____
of _____; that _____ who
signed the _____
(Name) *(Title)*
(Name of Corporation) *(Name of Corporate Officer)*
foregoing instrument on behalf of the corporation was then _____ of
the _____
(Title of Corporate Officer)
corporation. I further certify that the said officer was acting within the scope of the
powers
delegated to this officer by the governing body of the corporation in executing said
instrument.

Date _____

Corporate Secretary or other appropriate officer
(Excluding the officer executing the instrument)

{ *Corporate Seal* }

EXHIBIT "G"

APPLICATION AGREEMENT

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

COVER LETTER

**APPLICATION FOR
LEASING UNITED STATES REAL PROPERTY
AT THE
WOLF CREEK DAM – LAKE CUMBERLAND PROJECT, KENTUCKY**

TO: DISTRICT ENGINEER
US ARMY CORPS OF ENGINEERS
NASHVILLE DISTRICT
ATTN: CELRN-RE-O
801 BROADWAY
NASHVILLE, TENNESSEE 37203

DATE: _____

NOTICE OF AVAILABILITY NO. _____

Sir:

The undersigned _____, a corporation existing under the laws of the State of _____, or a partnership consisting of (names of all partners), or an individual trading as _____, in accordance with the above-named application, a copy of which is attached hereto, and subject to all of the conditions and requirements thereof, which, insofar as they relate to this Notice of Availability to Lease, are made a part of it, proposes:

1. To pay rental calculated in accordance with criteria set forth in the sample lease format (Exhibit "F") of the Notice of Availability to Lease (NOA).
2. To provide and furnish all facilities and services required in the NOA and such other facilities and services as are named in this NOA, unless the District Engineer waives the requirement in writing.
3. To execute a lease containing the terms and conditions included in the sample lease form attached as Exhibit "F" to the NOA or as other terms and conditions may be required as a result of the approved Development Plan NEPA Review, or other legal and regulatory requirements within ten (10) days after it is presented to me by the District Engineer.

4. To warrant that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by applicant for the purposes of securing business. For breach or violation of this warranty, the government shall have the right to annul the lease without liability, or, in its discretion, to require the lessee to pay full amount of such commission, percentage, brokerage, or contingent fee in addition to rental.

5. To furnish such additional information and data pertaining to my qualifications and/or financial position as the District Engineer may request. The requested qualifications, development plan, proposed facilities and services, market analysis and feasibility study, etc. have been completed and attached to the application and made a part hereof.

6. Have reviewed and understand the terms and conditions of the lease provisions and conditions of the premises proposed for lease are known.

7. A money order, certified check or cashier's check made payable to the Finance and Accounting Officer (FAO), Nashville District, in the amount of Ten Thousand Dollars and no Cents (\$10,000.00) to cover the deposit by the NOA is enclosed.

8. Provide a year Surety Bond in the amount of \$100,000.00.

(Witness)

(Signature of Appropriate Official)

(Witness)

(Title of Official)

Date_____

Certificate of Corporate Applicant

I, _____ certify that I am the
_____ Secretary of the Corporation named as applicant herein;
that _____ of said Corporation by authority of its governing
body, and is within the scope of its corporate powers:

SEAL

Acceptance by the Government

The foregoing proposal is hereby accepted by and on behalf of the United States
this _____ day of _____, 201 .

Michael T. Abernathy
District Chief of Real Estate
Real Estate Contracting Officer

EXHIBIT “H”

MASTER DEVELOPMENT PLANS

1. **GENERAL**: The Master Development Plan shall show the complete conceptual plan of development of the leased property and adjacent water surface in sufficient detail to guide the various stages of construction that are planned or anticipated during the lease period. The plan shall reflect good planning and design taking into consideration topography, soils, vegetation, orientation, land and water use relationships, historical/natural features, aesthetics, lake level fluctuations/flood storage levels, and logical phases of development. The Master Development Plan drawings shall be of high quality capable of reproductions suitable for review and record purposes. Drawings and design calculations shall be certified by a registered engineer with an active license in the Commonwealth of Kentucky. This engineer shall be experienced in the design of projects of a similar scale and features to the applicant’s proposed plans.

2. **DRAWINGS**:

a. A scale of 1 inch = 100 feet is recommended. The recommended contour interval is 2 feet or a maximum of 5 feet. Where slopes are less than 1 vertical to 30 horizontal, show contours at a maximum of 2-foot intervals. At projects where seasonal pool fluctuations are significant, show elevation contours beginning 5 feet below normal lowest pool when such contour information is available. Upon request and when available, the Nashville District will provide contour information to the lessee. All drawings shall include all appropriate labels and symbols. Upon request, the Nashville District may provide information regarding drafting standards.

b. The drawings shall show all existing major features/development such as existing and proposed topography, vegetation, roads, parking, and buildings; above and below ground utilities including cables, pipes, or tanks; and any other items having an influence upon the location or phasing of proposed development. Emphasize normal pool and flood pool contours. Show all Government property lines and lease limit lines. Show adjacent land and water uses within 100 feet of the lease limits. Show shorelines on opposite sides of adjacent coves and main water bodies. Use a smaller scale local vicinity map for this purpose if necessary. Show centerlines of adjacent coves and/or channels. All features shall be located with respect to fixed, permanent reference points.

c. The completed Master Development Plan shall show general circulation, maneuvering areas, parking, location of all structures, storage facilities, major utilities (above and below ground), any large-scale vegetation, and areas reserved for future development. Phases of development including any temporary or transitional land uses or structures shall also be indicated. The drawings shall include a table indicating the total number of wet storage slips, the total number of dry storage slips, the total number of other recreational units such as camping and picnicking, the total number of parking

spaces assigned to each activity, and the phases of development.

d. All drawings must be of high quality using adequate symbols and labeling to clearly illustrate the plan of development. Proper titles, dates, north arrows, scales, and legends are required on all drawings.

3. GENERAL PLANNING STANDARDS: Under no circumstances should development be crowded into a limited area to provide a desired number of facilities. Master Development Plans shall reflect good stewardship of the land and water. It should also provide for logical arrangement of facilities, proper circulation, and significant green space. All facilities shall conform to the accessibility requirements of ANS1 – A1/7.1. Developers shall use the following specific standards, based in part on the above references, unless the Nashville District approves deviation. The developer shall fully justify deviations in writing and submit with the proposed plan for review. The developer may request deviations in advance for review and approval. Significant deviations may require NEPA documentation through preparation of an Environmental Assessment (EA) or Environmental Impact Statement (EIS). Where the following specific standards differ from those established by a local Shoreline Management Plan (SMP), the requirements of the SMP shall prevail.

a. The Master Development Plan shall reflect good stewardship principles and practices in the protection and conservation of the land, water, air, vegetation, and wildlife. Conservation measures may include, but are not limited to: avoidance of unnecessary site disturbance, controlled run-off through use of retention and controlled release, minimum use of impervious surfaces, maximum use of pervious surfaces, erosion control, installation and maintenance of native vegetation and supplemental plantings, control of all pollutants, and protection of streams and wetlands. The Nashville District is available to assist the lessee in developing site-specific conservation measures. The Master Development Plan shall include specific conservation measures proposed by the lessee to address these issues.

b. Cut slopes and fill slopes shall, in general, be no steeper than one vertical to three horizontal. The Nashville District may approve steeper slopes where rock, certain soil types, or other conditions fully justify the variance. Full geotechnical details of cut and fill will be required including: location and geometry, quantities, types of materials, compaction requirements and foundation details. Additional details may be required depending on the planned improvements.

c. Roads and parking areas shall conform to Exhibit B, page 6, Facility to Parking Ratios. Provide accessible parking spaces in accordance with ANS1 – A117.1 above at public buildings, clubhouses, or structures that will have group activities.

d. Locate all floating facilities where water depth is five feet minimum measured at normal pool elevation during the recreation season and, where appropriate, is adequate to prevent grounding during normal winter drawdown. At projects where shallow water conditions prevail, the Nashville District may consider exceptions to the minimum depth requirement.

e. Provide an adequate number of paved (pervious and impervious surfaces) and delineated parking spaces to meet typical summer weekend day demands. Locate parking convenient to activity areas, storage facilities, courtesy docks, etc, where applicable. Provide overflow parking, which may be grassed, gravel, or other paved surface, to meet peak demands. Parking on road shoulders, operations areas, or other undesignated areas is not allowed. Use Exhibit B to guide design of parking facilities.

f. Avoid large expanses of paving in parking areas by the use of islands of planted or natural vegetation. The minimum total area of such islands shall equal 15 percent of the pavement area in a parking or storage lot. Plant material shall consist of native grasses, shrubs and/or trees. Screen views of parked cars and trailers, to the extent practicable, from areas such as the lake surface, adjoining public roads, neighboring residences, and neighboring parks. Accomplish visual screening through the use of appropriate siting techniques, berms, and native or compatible plant material.

g. Set-back buildings from government property lines and lease limit lines a distance equal to 50 feet or equal to the height of the building, whichever is greater. Set-back pavements such as walks, drives, and parking a minimum distance of 30 feet. Maintain setback areas with existing native trees and shrubs. All buildings shall have a buffer zone around them no less than a distance equal to the building's height. Unless approved by the Nashville District for specific operational requirements, no other building shall encroach on that buffer zone.

h. A vegetative buffer along the shoreline is required, except where penetration is approved for access purposes, to maintain the natural character of the shoreline and to provide visual screening. This buffer shall consist of existing native plant material as approved. The Master Development Plan shall include reestablishment of this buffer, to the extent practicable, in areas where the natural buffer has been removed or diminished. A list of approved plants is available to the lessee upon request. The required buffer shall be 100 feet wide measured from normal pool summer contour.

i. Power and telephone service within the lease limits shall be underground. The Nashville District may consider, where appropriate and with suitable justification, approval of specific overhead service runs. All road and parking area crossings must be underground.