



US Army Corps
of Engineers

Notice of Availability for Licensing .01 of an Acre for Commercial Concession Purposes

(SEE PRIVACY ACT STATEMENT BELOW BEFORE COMPLETING THIS FORM)

Project Location: Laurel County, Kentucky

PAGE NO. 1 OF 21 PAGES

INVITATION NO. DACW62-5-13-0034

DATED: December 2012

Sealed applications, in DUPLICATE, subject to the terms and conditions set forth herein, for the leasing of Government- owned real property listed in this invitation will be received until the time, date, and at the place indicated below, and then publicly opened.

TIME OF OPENING: 2:00 P.M., CDT

DATE OF OPENING: 22 January 2013

PLACE OF OPENING: U.S Army Corps of Engineers, Real Estate
Division, P.O. Box 1070, Nashville, Tennessee 37202-1070

BID DEPOSIT OF 10% OF TOTAL AMOUNT BID OR AS OTHERWISE INDICATED IS REQUIRED.

INVITED INSPECTION ARRANGED WITH: Laurel River Lake Project,
Resource Manager @ PHONE: 606-864-6412

Privacy Act Statement. The purpose of this invitation is to solicit bids from prospective licensees to determine the best qualified bidder, price, and other consideration included. Information required from bidder is voluntary; however, failure to furnish such information would disqualify bid. Authority: 40 USC 484, Federal Property and Administrative Services Act of 1949 and Federal Property Management Regulation, Section 101-47.302-2(a)(3).



U.S. Army Corps of Engineers

Nashville District

**Notice of Availability for Licensing .01 of an Acre
for Commercial Concession Purposes**

December 2012



US ARMY CORPS OF ENGINEERS
NOTICE OF AVAILABILITY NO. DACW62-5-13-0034
LIMITED LICENSE OF REAL PROPERTY OF THE UNITED STATES
FOR
LAUREL RIVER LAKE CONCESSION AREA

DEPARTMENT OF THE ARMY
NASHVILLE DISTRICT, CORPS OF ENGINEERS
PO BOX 1070
NASHVILLE, TENNESSEE 37202

The area to be licensed within the Laurel River Lake, Spillway Beach Area consists of approximately .01 of an acre (Tract D) and is located 14 miles southwest of London, Kentucky, Laurel County, upstream of Laurel River Dam. Facilities at the spillway beach area include restrooms, 1 overlook gazebo, Sheltowee Trace bicycle/hiking trail and parking lot.

Item No. 1: This Notice of Availability for Licensing is for the operation of a Mobile Commercial Concession, which will provide service to the general public. The concession area will be 24 square feet which will accommodate a portable concession stand. Map showing the location of the property is attached as Exhibit "A".

FOR: Limited License at Laurel River Lake Spillway beach area.

Limited License will be awarded to the highest responsible party on the basis of competitive applications, with sealed applications being opened 22 January 2013 at 2:00 P.M.. License terms are for five (5) years beginning 1 May 2013, and ending 30 April 2018.

Complete information concerning this licensing program and application forms can be obtained from the Laurel Lake Resource Manager's Office, 1433 Laurel Lake Road, London, Kentucky 40744, Telephone (606) 864-6412, or the Chief, Operations Support Branch, Real Estate Division, Nashville, Tennessee 37202, Telephone (615) 736-7719.

Applications will be submitted in sealed envelopes, which will be opened and evaluated on:

January 22, 2013 at 2:00 P.M

DATE

2:00 P.M

TIME (Local time at place of Opening)

U.S. Army Corps of Engineers

Real Estate Division

Room A-410, Estes Kefauver Federal Building

801 Broadway

Nashville, Tennessee 37202

LOCATION

APPLICATION INFORMATION PACKAGE

FOR

LIMITED MOBILE CONCESSION LICENSE

AT

LAUREL RIVER LAKE, SPILLWAY BEACH
LAUREL RIVER LAKE PROJECT

The information below must appear in the lower left corner of License Application envelope.

Sealed Application for License of Real Property

DACW62-5-13-0034

To be opened:

Time: 2:00 P.M.

Date: 22 January 2013

Notice No. **DACW62-5-13-0034**

NOTICE OF AVAILABILITY NO. DACW62-5-13-0034

FOR LIMITED LICENSING REAL PROPERTY OF UNITED STATES

LAUREL RIVER LAKE SPILLWAY BEACH AREA

LAUREL RIVER LAKE PROJECT, KENTUCKY

US Army Engineer District, Nashville
PO Box 1070
Nashville, TN 37202

I. SUBMISSION INSTRUCTIONS

A. Sealed written Applications should be submitted, in duplicate, subject to the conditions contained herein, to US Army Engineer District, Nashville, Room A-410, Estes Kefauver Federal Building, 801 Broadway, Nashville, Tennessee, and will be received until 2:00 p.m. local time, 22 January 2013, and then publicly opened, for the licensing of property of the United States as follows:

1. Property to be licensed.

The area to be licensed within the Laurel River Lake Spillway Beach Area consists of approximately .01 of an acre (Tract D) and is located 14 miles southwest of London, Kentucky, Laurel County upstream of Laurel River Lake Dam. Existing facilities at Laurel River Lake Spillway Beach include restrooms, 1 overlook gazebo, Sheltowee Trace bicycle/hiking trail and a parking lot. The area for the license will be a 24 square foot space.

Item No. 1: This Notice of Availability for Licensing is for the operation of a Limited Mobile Concession, which will provide concession services to the general public. The conditions included in the license are more fully described in paragraph 11 of this Notice of Availability for Licensing. A map showing the location of the property is attached as Exhibit "A".

MAP SHOWING THE LOCATION OF THE PROPERTY IS AVAILABLE FOR VIEWING AT THE LAUREL RIVER LAKE RESOURCE MANAGEMENT OFFICE.

B. Limited Mobile Concession License will be awarded on the basis of sealed applications, with sealed applications being opened 22 January 2013. License terms are for five (5) years beginning 1 May 2013, and ending 30 April 2018.

C. Segment map showing the location of the property is attached for the information of prospective applicants (see exhibit A).

D. Description Approximate. The above description of the property and the map are believed to be correct, but any error or omission in the description of the property or on the map shall not constitute any grounds or reason for non-performance of the provisions and conditions of the limited license or claim by the licensee for any refund or deduction from the rental. **IT IS THE APPLICANT'S RESPONSIBILITY TO INSPECT AREAS OFFERED FOR LIMITED LICENSE.**

E. Purpose of Limited Licensing. The properties identified above will be licensed for commercial concession. See the attached sample license for conditions for the mobile commercial concession.

F. Authority of Law. The authority of law for the granting of this limited license is the General Administrative Power of the Secretary of the Army.

G. Terms and Conditions of Licensing.

1. Form of Limited License. The successful applicant will be required to enter into a limited license with the U.S. Government on the form attached hereto. The limited license will be subject to any existing easements for electric power transmission lines, telephone or telegraph lines, water, gas, gasoline, oil, sewer pipelines, or other facilities needed on the property covered by said license.

2. Term. The limited license will be for a term of 5 years, beginning on 1 May 2013, and ending 30 April 2018.

3. Payment of Rentals.

a. The licensee will provide for the payment of rental to the United States, in advance, for the full term of the license to be made at the time of delivery of the license to the licensee.

4. Warranty. The property described herein will be licensed subject to the provisions and conditions of this Notice of Availability for Licensing and the attached license form. The property is now subject to inspection by prospective applicants. Applicants are expected to inspect the property and form their own conclusions as to its suitability for their purposes. The failure of any applicant to make such inspection will not constitute grounds for any claim for adjustment or for the withdrawal of his application after the time of opening applications. Arrangements for such inspection may be made with Resource Manager, Laurel River Lake, 1433 Laurel Lake Road, London, Kentucky 40744. Telephone (606) 864-6412. It is understood and

agreed that there is no warranty of any character other than that expressly stated in this Notice of Availability for Licensing.

5. Deposit Required. No deposit required.

6. Acceptance of Applications. All applications will remain open for acceptance or rejection for a period of seven (7) days from the date of opening applications. Notice of award will be given to successful applicants as soon after the date of opening applications as practicable. Notice by the Government of the acceptance of an application, if not given to the successful applicant personally or to a duly authorized representative of such applicant, will be deemed to have been sufficiently given when mailed in a postpaid or franked envelope to the applicant at the address indicated in his application. Applications will not be accepted which do not exceed the minimum acceptable application as determined by the government analysis.

7. Rejection of Applications. The right is reserved, as the interests of the Government may require, rejecting at any time any and all applicants, to waive any informality in applications received, and to accept or reject any items of any application, and to accept or reject any items of any application unless such application is qualified by specific limitation.

8. Award of License. License will be awarded to the highest applicant complying with the conditions of this Notice of Availability for Licensing, provided that the applicant is responsible, his application is reasonable, and it is in the interest of the United States to accept it.

9. Default. In the event of failure on the part of the successful applicant to enter into a license after the date of notification by the Government that his application has been accepted and the presentation to him of a draft of license for execution, or in the event of failure of the successful applicant to otherwise comply with the terms of this Notice of Availability of Licensing, the Government may declare the applicant in default.

10. Disputes: Persons may protest the Terms of the Notice of Availability for Licensing before license applications are due 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 protestor. The Chief of Real Estate Division should consider such protest within 60 days of delivery, but may continue the licensing process.

Except as otherwise provided in this proposal, any protest, by a qualified license applicant, concerning a question of fact or law arising under this application which is not disposed of by agreement may, within 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, who shall mail or otherwise furnish a written copy of the decision to the license applicant.

In connection with any written protest proceedings under this provision, protestor should clearly

- (1) identify the license in question;
- (2) identify contact parties;
- (3) state the reasons for the protest;
- (4) provide documentation in support of the protest, and;
- (5) state what is the desired result.

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

The Chief of Real Estate reserves the right to establish management objectives and requirements designed to achieve these objectives. Special conditions of the license are not subject to this disputes process.

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

11. License Conditions.

a. The concession shall be open during the normal park hours only and removed daily.

b. There will be no electricity or water provided by the Government. Furthermore, electricity and water are not available at the Spillway Beach Area.

c. No more than two (2) vehicles plus concession will be allowed on the Beach at any time and should be marked with proper identification.

d. There will be no structure provided by the government.

e. Area utilized by the concession operation (within 50 feet of concession stand) shall be maintained in a clean, litter-free condition at all times. Trash generated by concession operation shall be disposed of off-site in an appropriate manner

f. No floating toys, rafts, etc., which are not U.S. Coast Guard approved PFD's (Personnel Flotation Devices, Life Jackets, etc.) shall be sold at concession.

g. All signs shall be approved in advance by the Resource Manager.

h. Concession shall carry and sell only items approved by the Laurel River Lake Resource Manager's Office.

12. Informative Risks and Liabilities.

a. Rental Payments. It is the full obligation of the successful licensee to make prompt rental payments as specified in the license contract. Failure to make prompt payments can result in the Government revoking the license contract and instituting any legal proceedings deemed appropriate to recover the outstanding balance due the United States of America.

b. License Revocation. The Government reserves the right to revoke the license contract should the successful licensee breach any of the terms and conditions of the license.

c. 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 mobile concession 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.

13. Instructions to Applicants.

a. Applications Subject to These Terms. All applications submitted shall be deemed to have been made with full knowledge of all the terms, conditions and requirements herein contained.

b. Application Form. Applications must be submitted in duplicate on the application form attached hereto. Additional copies of the Notice of Availability for Licensing and application form may be obtained from the Resource Manager, Laurel River Lake, 1433 Laurel River Road, London, Kentucky 40744, or from the Chief, Operations Support Branch, Real Estate Division, Room A-410, Estes Kefauver Federal Building, 801 Broadway, Nashville, Tennessee 37202.

c. Execution of Applications. Each application must give the full address of the applicant and be signed by the applicant. An application executed by an attorney or agent on behalf of the applicant shall be accompanied by two authenticated copies of his power of attorney, or other evidence of his authority to act on behalf of the applicant. If the applicant is a corporation, the Certificate of Corporate Applicant must be executed. If the application is signed by the secretary of the corporation, the Certificate must be executed by some other officer of the corporation under the corporate seal. In lieu of the Certificate of Corporate Applicant, there may be attached to the application copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

d. Submission of Applications. It will be the duty of each applicant to see that his application is delivered by the time and at the place prescribed in the Notice. Applications received prior to the time of opening will be securely kept, unopened. The person whose duty it is to open them will decide when the specified time has arrived, and no application or modifications of a application or withdrawal of a application received thereafter will be considered, except that those received beyond the time the award is made, but delayed in the mails by occurrence beyond control of the applicant may be considered if written certification is furnished by authorized postal authorities to that effect. No responsibility will attach for the premature opening of an application not properly addressed and identified. All modifications of an application or withdrawal of an application must be in writing. Telegraphic applications will not be considered, but modifications or withdrawals by telegraph of applications already submitted will be considered if received prior to the time set for opening applications.

e. Withdrawal of Applications. Applications may be withdrawn on written or telegraphic requests received from applicants prior to the time fixed for opening. Negligence on the part of the applicant in preparing his application confers no right to withdraw the application after it has been opened.

f. Opening of Applications. At the time fixed for the opening of applications, their contents will be made public for the information of applicants and other properly interested individuals, who may be present either in person or by representative.

g. Marking and Sealing Applications. Each application must be enclosed in a sealed envelope, marked and addressed as follows:

Return Address

TO: District Engineer, US Army
Engineer District, Nashville
ATTN: Real Estate Division
PO Box 1070
Nashville, TN 37202

Sealed Application for License of Real Property

To be opened:
Time: 2:00 p.m.
Date: 22 January 2013
Notice No. DACW62-5-13-0034

APPLICATION

Notice of Availability for Licensing No. DACW62-5-13-0034

APPLICATION FOR LICENSING UNITED STATES REAL PROPERTY
LAUREL RIVER LAKE SPILLWAY BEACH AREA
LAUREL RIVER LAKE PROJECT, LONDON, KENTUCKY

TO: District Engineer
US Army Engineer District, Nashville
PO Box 1070
Nashville, TN 37202

DATE _____

Sir:

The undersigned, _____

a corporation existing under the laws of the State of _____

or a partnership consisting of _____

or an individual trading as _____

of _____

(Address and Telephone Number)

in accordance with your Notice of Availability for Licensing No. DACW62-5-13-0034, dated _____, a copy of which is attached hereto, for the licensing of property at Laurel River Lake Project, and subject to all the conditions and requirements thereof, which, so far as they relate to this application, are made a part of it, proposes to enter into license for the property application on below, and hereby agrees to pay the rental set out below.

<u>Item No.</u>	<u>Name of Site</u>	<u>Rental Per Annum</u>
1.	Laurel River Lake Spillway Beach Area	_____

(To be included when applicable.)

Applicant represents: (a) That he _____ has, _____ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the applicant) to solicit or secure this contract; and (b) that he _____ has, _____ has not, paid or agreed to pay to any company or persons (other than a full-time bona fide employee working solely for the applicant) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above as requested by the District Engineer, Nashville District.

(applicant will check the appropriate boxes in the above statement.)

I (we) make this applicant with full knowledge of all the conditions and requirements hereinbefore set forth, and will enter into a written license within ten days after the date of receipt of written notice of the acceptance of this bid and a draft of license for execution.

Signature: _____

Business Address: _____

Social Security No. _____

Telephone No. _____

(Application must be signed and submitted in duplicate.)



D

See Inset

Laurel Lake

Robert E Blair Hwy

1193

A

Legend

- Tracts
- Government Boundary Line
- License = +/- 0.01 ac

Laurel River Lake
 Commercial Concession License
 Tract D = +/- 0.01 ac
 for
 Limited Commercial Concession
 Scale: 1" = 300' October 2012
Exhibit "A"

NO. _____

**DEPARTMENT OF THE ARMY
LICENSE FOR
LIMITED MOBILE COMMERCIAL CONCESSION
LAUREL RIVER LAKE PROJECT**

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, under authority of the general administrative powers of the Secretary of the Army, hereby grants to _____, hereinafter referred to as the Grantee, a five-year license for a limited mobile concession to provide concession services to the general public, over, across, in, and upon .01 of an acre of fee land (Tract D) of the United States, Laurel River Lake Project, Laurel County, Kentucky, as identified in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions.

1. **TERM** This license is granted for a term of five years, beginning May 1, 2013, and ending April 30, 2018, but revocable at will by the Secretary.

2. CONSIDERATION

a. The Grantee shall pay rental in advance to the United States the amount of _____, in full for the term hereof to the order of the **FAO, USAED, Nashville District**, and delivered to District Engineer, U.S. Army Engineer District, Nashville, P.O. Box 1070, Nashville, Tennessee 37202-1070.

b. All consideration and other payments due under the terms of this license must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, (31 U.S.C. Section 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 procession 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 debts. Interest will accrue from the due date or the later of the due date or the date notification of the amount is mailed to the Grantee. An administrative charge to cover the costs of processing and handling each 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 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 charge.

3. SPECIAL CONDITIONS

- a. The concession shall be open during established Park Hours only and removed daily.
- b. There will be no electricity or water provided by the government. Furthermore, electricity and water are not available at the Spillway Beach Area.
- c. No more than two (2) vehicles plus concession will be allowed on the Beach at any time and should be marked with proper identification.
- d. There will be no structure provided by the government.
- e. Area utilized by the concession operation (within 50 feet of the concession stand) shall be maintained in a clean, litter-free condition at all times. Trash generated by concession operation shall be disposed of off-site in an appropriate manner.
- f. No floating toys, rafts, etc. which are not U.S. Coast Guard approved PFD's (Personnel Flotation Devices, Life Jackets, etc.) shall be sold at concession.
- g. All signs shall be approved in advance by the Resource Manager..
- l. Terms of the license will be from May 1 , 2013 through April 30, 2018. Days of operation within this timeframe may vary and shall be as approved by the Laurel River Lake Resource Manager. Either party may terminate the license at the end of the season (January 1) with 30 days notice. The Government may terminate the license at any time for noncompliance with conditions contained in the license. The Government may stop work at any time with no penalty to the Government if unsafe conditions exist. Work shall not be resumed until conditions are corrected. Concessionaire shall furnish the Resource Manager with regular hours of operation and advise in advance of any deviation. Concessionaire is not required to operate during dangerous weather conditions such as heavy rain, high winds or lightning.

4. **NOTICES.** All notices and correspondence to be given pursuant to this license shall be addressed, if to the Grantee, _____; and if to the United States, to the District Engineer, ATTN: Chief, Real Estate Division, P.O. Box 1070, Nashville, Tennessee 37202-1070; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

5. **AUTHORIZED REPRESENTATIVES.** Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", or "said officer" shall include their duly

authorized representatives. Any reference to "Grantee" shall include any duly authorized representatives.

6. **SUPERVISION BY THE DISTRICT ENGINEER.** The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer or his authorized representative, Nashville District, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

7. **APPLICABLE LAWS AND REGULATIONS.** The Grantee shall comply with all applicable Federal, state, county, and municipal laws, ordinances, and regulations wherein the premises are located.

8. **CONDITIONAL USE BY GRANTEE.** The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use, or maintain the premises.
- c. subject to the other outgrants of the United States on the premises.
- d. personal to the Grantee, and this license, or any interest therein, may not be transferred or assigned.

9. **CONDITION OF PREMISES.** The Grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

10. **COST OF UTILITIES.** Electricity and water are not available at the Laurel River Lake Spillway Beach Area.

11. **PROTECTION OF PROPERTY.** The Grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Grantee. The Grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the Grantee under this license, 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 Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

12. **INDEMNITY.** The United States shall not be responsible for damage 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 Grantee, or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the premises at their

invitation or the invitation of any one of them, and the Grantee 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.

13. **RESTORATION.** On or before the expiration of this license or its termination by the Grantee, the Grantee shall vacate the premises, remove the property of the Grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the Grantee 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 Grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made an account of such removal and restoration work. The Grantee 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 license in restoring the premises.

14. **NON-DISCRIMINATION.** The Grantee shall not discriminate against any person or persons or exclude them from participation in the Grantee's operations, programs, or activities because of race, color, religion, sex, age, handicap, or national origin in the conduct of operations on the premises. The Grantee 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.

15. **TERMINATION.** This license may be terminated by the Grantee at any time by giving the District Engineer at least thirty (30) days notice in writing prior to January 1, of the following year, provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event that said notice is not given at least thirty (30) days prior to the January 1, of following year, the Grantee shall be required to pay the consideration for the period shown in the Condition on **CONSIDERATION.**

16. **ENVIRONMENTAL PROTECTION.**

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground, and water. The Grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The Grantee 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 Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

c. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

17. HISTORICAL PRESERVATION. The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

18. DISCLAIMER. This license is effective only insofar as the rights of the United States in the premises are concerned; and the Grantee 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 license 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 USC 403), and Section 404 of the Clean Water Act (33 USC 1344).

19. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purposes necessary or convenient in connection with government purposes; to make inspections, to remove timber or other materials, 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 government purposes, and the Lessee shall have no claims for damages on account thereof against the United States or any officer, agent, or employee thereof.

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

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

THIS LICENSE is also executed by the Grantee this ____ day of _____, 2013.

THIS INSTRUMENT PREPARED BY:

Gary Baxter, Realty Specialist
U.S. Army Corps of Engineers
P.O. Box 1070
Nashville, TN 37207
(615) 736-7184

REVIEWED FOR LEGAL SUFFICIENCY BY:

Kathleen Parks
Attorney
U.S. Army Corps of Engineers
P.O. Box 1070
Nashville, TN 37207
(615) 736-7640

