

MARKET AND FEASIBILITY STUDIES
ENCLOSURE 1

*What about the
Bay Springs
Marina?*

Market Study

A market study is contingent upon developing an inventory of the supply of existing types of recreational resources within a given area. The study must also include a recreational demand analysis that provides an indication of what people do, feel and want concerning recreational facilities (e.g., public demand). By comparing the inventory and the demand analysis it is possible to determine the types and amount of additional recreational facilities that are needed now or in the future. At a minimum, proposed recreation development by a public (State and local), private sector and quasi-public entities and individuals will demonstrate a demand for the type of facilities proposed and a current or near future need for the type of facility being proposed.

Proposed demand studies shall contain data on the regional population and future projections, demographic characteristics and an inventory of similar types of recreational facilities (e.g., campgrounds, picnic areas, marinas, etc.) and their resources (e.g., 125 camping spurs, 150 picnic tables, etc) within a 30-mile radius of the proposed site requested for development. The study should demonstrate that the demand analysis was done through one or a combination of methods. These general categories of methods include but are not limited to, public input gathered through surveys and or workshops, using recreational standards (e.g., 1000 camping spurs per 50,000 people), participation levels/rates (e.g., 2.4 million people participate in picnicking which is 56 percent of the regional population), and trend analysis (e.g., extrapolating historical use statistics for those similar types of facilities over a ten to twenty year period).

The availability of information described above for use in the study will vary from region to region. Public (state and local), private sector and quasi-public entities and individuals should consult with State Census Bureaus, State Departments of Commerce, State and Federal Recreational Agencies, and travel bureaus for this information and to minimize study cost. Each state has a State Comprehensive Outdoor Recreation Plan that contains analysis criteria referenced above. In addition there are numerous Federal recreational studies such as the National Survey of Recreation and Environment that contain this type of information. Regional universities with outdoor recreational departments may also be a source for this information and assistance.

All costs associated with a market study, NEPA documents, land surveys, preparation and review of the ultimate lease by the Corps as well as any other administrative costs associated with Corps review and approval any proposed development are the responsibility of the entity proposing the recreation development.

Feasibility Study

The intent in requiring a private sector or individual to provide a feasibility study is to demonstrate that the entity can make a reasonable return of profit on a yearly basis for the proposed recreational development and that such development is economically viable. Factors such as the input of capital to develop the facility(s), maintenance cost, insurance, labor, etc. should be addressed. The type and size level of the facility(s) (e.g., 250 camping spurs vs. 100 spurs, 200 marina boat slips vs. 100) should also be addressed to demonstrate a reasonable rate of profit would occur. The numbers of visitors needed and the associated fee for these services should also be addressed. Detailed charts, graphs, and projections are not required; however, enough data must be provided to demonstrate such factors have been considered and that a profit can be generated.

Feasibility studies for public (State and local) or quasi-public entities will also be required. However the content of the analysis is limited to the types and size of the facility and evidence that yearly profits of the facility will offset or nearly offset the yearly operational cost or the proposed facility(s). Private sector or individuals working through a public entity for a development request (third party) will be required to furnish a feasibility study that complies with the requirements for a private requestor or individual as referenced above.

All costs associated with a market study, NEPA documents, land surveys, preparation and review of the ultimate lease by the Corps as well as any other administrative costs associated with Corps review and approval any proposed development are the responsibility of the entity proposing the recreation development.

CESAMPD-EI

DEPARTMENT OF THE ARMY
Mobile District, Corps of Engineers
P.O. Box 2288
Mobile, Alabama 36628

SAMDR 1110-1-3

District Regulation
No. 1110-1-3

29 June 2004

Engineering and Design
STANDARDS AND PROCESSES FOR THE REVIEW AND APPROVAL OF
MASTER DEVELOPMENT PLANS AND IMPLEMENTATION PLANS FOR
DEVELOPMENT ON CORPS OF ENGINEERS LEASED LAND

GENERAL

1. **PURPOSE:** This regulation supercedes District Regulation 1110-1-3 dated 16 July 1990. It establishes standards and processes for the review and approval of Master Development Plans and Implementation Plans proposed by lessees of U. S. Army Corps of Engineers, Mobile District (Mobile District) land for commercial concessions, public park and recreation, or other public or private of purposes (i.e. clubs, public/private organizations, etc.).

2. **POLICY:** The use of leased land shall be in full compliance with the real estate lease document. The provisions of this regulation will guide the development and review of Master Development Plans and Implementation Plans prepared by lessees. Such plans will address the potential impacts on project integrity and/or operation and possible adverse physical and environmental effects of the proposed development. Mobile District reviews will be coordinated between Engineering Division (EN), Planning Division (PD), Operations Division (OP), Office of Counsel (OC), and Real Estate Division (RE).

3. **APPLICABILITY:** These standards are established to guide the preparation of Master Development Plans and Implementation Plans prepared by lessees and to institute procedures for the review of such plans by the Mobile District.

4. **ADMINISTRATION:**

a. The longstanding partnership that exists between Real Estate and Operations Divisions and other district elements in the administration of real property and outgrants at civil works projects is recognized in implementing provisions of this regulation. Operations Managers are responsible for "onsite physical management and stewardship of all project lands and renewable natural resources." In addition, they have specific delegated roles in Real Estate Division utilization reviews and compliance inspections. Therefore the Operations Manager will serve as the "one door to the Corps" for actions pursuant to site development. RE, in coordination with OC, is responsible for "resolving all land title disputes, claims involving damage to real estate or arising under outgrants, boundary disputes and actions involving encroachments, annual utilization reviews" and is responsible to

This regulation supercedes District Regulation 1110-1-3 dated 16 July, 1990

“manage and administer the terms and conditions of outgrants.” [Reference CECW-ON Memorandum, dated 11 Dec 1995, subject Operations Role in Administering Chapter 8 of the Real Estate Handbook (ER 405-1-12, Change 30, 30 September 1994, Management of Real Property)]

b. The lessee shall prepare and submit Master Development Plans and Implementation Plans for approval in accordance with the Real Estate outgrant document and Part 1, paragraph 7 and Part 2, paragraph 6 of this regulation. Operations Division along with representatives from RE, OC, and PD (in consultation with EN as needed) will review the submittal for compliance with this regulation and NEPA.

5. DELEGATION OF AUTHORITY: The Chief, Operation Division is delegated authority to act on behalf of the Mobile District in implementing this regulation including the approval of master development plans and implementation plans. However, the District Engineer shall be the approval authority for master development plans that deviate from the standards outlined in Part 1-paragraph 5 and implementation plans requiring a waiver.

PART 1 - 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.

2. REFERENCES:

a. EM 1110-2-410, Design of Recreation Areas and Facilities - Access and Circulation, U.S. Army Corps of Engineers, Department of the Army, Washington, D.C.

b. United States National CAD Standard, www.nationalcadstandard.org

c. ER 200-2-2, Environmental Quality, Procedures for Implementing NEPA, U. S. Army Corps of Engineers, Department of the Army, Washington D. C.

d. ER 405-1-12, Chapter 8, Real Property Management, U. S. Army Corps of Engineers, Department of the Army, Washington D. C.

e. ER 1130-2-550, Recreation Operations and Maintenance Policies, U. S. Army Corps of Engineers, Department of the Army, Washington D. C.

f. ER 1165-2-26, Implementation of Executive Order 11988 on Floodplain Management, U. S. Army Corps of Engineers, Department of the Army, Washington D. C.

g. ER 1165-2-400, Recreational Planning, Development, and Management Policies, CH 1, U. S. Army Corps of Engineers, Department of the Army, Washington D. C.

h. EP 1130-2-550, Project Operations Recreation Operations and Maintenance Guidance and Procedures, U. S. Army Corps of Engineers, Department of the Army, Washington D. C.

i. ANSI-A117.1, Guidelines for Accessible and Usable Buildings and Facilities, latest edition, by the American National Standards Institute, Inc. (ANSI), 25 West 43rd Street, New York, NY 10036

j. Section 1134(d) of the Water Resources Development Act of 1986 (PL 99-662)

k. Section 320 of the Water Resources Development Act of 1990 (PL 101-640)

l. Policy for Private Trailers and Cabins in Marina Lease Areas, Allatoona Lake Dated August 1992.

3. DRAWINGS:

a. A scale of 1 inch = 100 feet is recommended. A scale of 1 inch = 200 feet is considered minimum. 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 contours beginning 5 feet below normal lowest pool when such contour information is available. Upon request and when available, the Mobile District will provide contour information to the lessee. Drawings shall conform to Mobile District standard sizes of 10 1/2 inches by 16 inches, 21 inches by 32 inches, or 28 inches by 40 inches. All drawings shall include all appropriate labels and symbols. Upon request, the Mobile District may provide information regarding drafting standards.

b. The drawings shall show all existing major features/development such as 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.

4. GENERAL PLANNING STANDARDS: In general, the density of development is guided by reference 2.a. 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 Reference 2.i. above. Developers shall use the following specific standards, based in part on the above references, unless the Mobile 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 Mobile 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. → Regulatory Omission

b. Cut slopes and fill slopes shall, in general, be no steeper than one vertical to three horizontal. The Mobile District may approve steeper slopes where rock, certain soil types, or other conditions fully justify the variance.

c. Roads and parking areas shall conform to Reference 2.a. above. Provide accessible parking spaces in accordance with Reference 2.i. 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 Mobile 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 reference 2.a. 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 trees and shrubs to provide shade and visual screening. 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, which ever 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 or approved compatible varieties. All buildings shall have a buffer zone around them no less than a distance equal to the building's height. Unless approved by the Mobile 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 or compatible non-native 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 Mobile District may consider, where appropriate and with suitable justification, approval of specific overhead service runs. All road and parking area crossings must be underground.

5. MARINA SPECIFIC PLANNING STANDARDS:

a. Except as noted in paragraph 5.b., the maximum number of boats that can be stored in a marina shall be based upon the amount of land acreage within the lease limits measured at normal summer pool. Where marina operations are only a part of the overall development, land and water development limits shall be based on only that part of the leased acreage dedicated to marina operations. The total water surface area used for wet storage operations including maneuvering areas and service areas shall not be greater than the total leased land area. Also, a maximum of 25 boats per acre of leased land may be stored in wet slips or dry stack storage or in combination. For ground level dry storage operations, a maximum of 20 boats per acre of leased land may be stored in designated parking areas. For example, if a leased area consists of 100 acres of land, a typical mix of boat storage might be as follows:

5	acres X 20 boats/acre (land storage)	100	boats
75	acres X 25 boats/acre (wet storage)	1875	boats
20	acres X 25 boats/acre (dry stack storage)	500	boats
100	acres	2475	boats total capacity

These ratios will assure that there is adequate area for support facilities and green space. The lessee may adjust the mix of boat sizes, storage techniques, and configuration to meet his needs within the total water surface acreage and density limits stated above. The number of boats that can be stored in wet slips may be less than the maximum allowable due to the size of the boats accommodated.

b. To honor past commitments, the maximum water surface area available for development at marinas having Master Development Plans approved prior to July 1990, shall be based on the latest approved pre-1990 plan if greater than the acreage allowed by paragraph 5.a. above.

c. Local land use or shoreline use policies and/or regulations shall determine the limits of water surface development in coves located between leased land and adjoining property. Where policies/regulations would allow development on the opposite shore, or where the opposite shore is privately owned, other floating facilities might be possible on the opposite shore and, therefore, marina floating facilities may not extend more than 1/3rd (one third) the distance across the cove at normal recreation pool elevation. If policies/regulations would not allow development on the opposite shore and other floating facilities are not possible, marina floating facilities may extend up to 1/2 (one half) the distance across the cove at normal recreation pool elevation. The Mobile District may further restrict these distances to accommodate local conditions.

d. Floating facilities shall in no way restrict normal flow of boating traffic through channels, passageways, or open water of the lake. In addition to the limits provided above, water surface development in these areas is at the discretion of the Mobile District, the U. S. Coast Guard, and other agencies with authority over such use.

6. PRIVATELY OWNED FACILITIES

a. As stewards of the land and waters at Corps water resources projects, the Mobile District's mission is to manage and conserve those natural resources, consistent with ecosystem principles, while providing quality public outdoor recreation experiences to serve the needs of present and future generations. Consistent with that mission is the philosophy that public lands should accrue benefits to the public. Privately owned facilities, such as cabins, mobile homes, non-transient recreational vehicles, etc., on government land are not compatible with that stewardship mission.

b. Privately owned facilities are those permanent structures owned by individuals other than the lessee. Consistent with the above mission, no new privately owned facilities will be permitted in lease areas. Existing privately owned facilities, lawfully installed under previous land use development policies, may remain to honor past commitments and to

comply with laws designed to protect such facilities lawfully installed under previous land use development policies. Previously authorized private facilities (cabins, floating cabins, sleeping facilities, etc.), except when necessary for immediate use for a higher public purpose, shall be permitted to remain provided they (1) are maintained in a usable and safe condition, (2) do not occasion a threat to life or property and (3) the holder of the lease, permit, or license, is in compliance with the existing lease or license. Existing privately owned facilities will not be permitted to expand and shall be limited to the approved historic footprint and square footage for such development. Privately owned facilities shall convey a sense of transitory use (e.g., simple, small structure designed for a brief stay) and not that of a permanent residence (e.g., building occupied by a family or tenant and serving as a dwelling place).

c. No new privately owned facilities will be permitted in lease areas. See page 3 References 2.j. and 2.k. above. This does not restrict the financing of recreational lodging facilities by individual investors so long as "lease-back" and other provisions are met.

7. **SUBMITTALS:** The lessee shall submit five copies of the Master Development Plan to the Operations Manager. The Operations Manager will forward four copies, with comments and recommendations, to the Mobile District Office for review and final decision. If a computer aided drafting and design (CADD) system is used to produce the drawings, one CD-ROM shall be submitted with the drawings. The disk shall be labeled with the project name, date, and CADD system format.

8. **NATIONAL ENVIRONMENTAL POLICY ACT (NEPA):** Improvements documented in Master Development Plans are not categorically exempt from NEPA and each submittal must be evaluated independently. Development of government owned land is addressed in project NEPA documents and management documents (Master Plan and Shoreline Management Plan). Such development is anticipated to occur totally on government land. Proposals to develop private land in combination with government leases may require additional environmental review including consideration of needs, demands, and resource capacity. PD and OC will evaluate each Master Development Plan submittal and identify likely impacts of the proposed development to the environment and determine the appropriate and necessary NEPA documentation required to address the impacts. The lessee is responsible for costs incurred in preparation of any required NEPA documents. When needed, the Mobile District will provide the lessee with guidance on preparing the appropriate documentation.

9. **APPROVALS:** Master Development Plans submitted for approval by lessees to the Operations Manager are reviewed and commented upon in a timely fashion. Upon receipt of the submittal in the Mobile District Office, representatives from RE, OP, OC, and PD (in consultation with EN as needed) will review the submittal for compliance with this regulation and NEPA and, within 60-90 days, recommend a decision to the Mobile District Approving Official. Upon final decision, the Mobile District Approving Official will appropriately stamp, date, and sign all copies of the submitted drawings. Two copies of the stamped drawings will be returned to the Operations Manager who will then forward one copy of the stamped drawings to the lessee. One copy each of the stamped drawings will be forwarded to RE and PD for files.

PART 2 - IMPLEMENTATION

1. GENERAL: Review and approval of implementation plans by the Mobile District is required before any construction is allowed on land leased for commercial concessions, public park and recreation, or other public or private use purposes (i.e. clubs, public/private organizations, etc.). Implementation Plans, based on Master Development Plans (Part I of this regulation), will show precise locations and configurations of all structures proposed for construction. The following discusses requirements for the preparation, submittal, review, and approval process for implementation plans.

2. REFERENCES: All implementation plans must conform to applicable current Federal, state, and local laws, codes, and regulations including, but not limited to, applicable provisions of the following:

- a. All provisions of Part I of this regulation.
- b. National Fire Protection Association (NFPA) Code No. 70, National Electric Code.
- c. NFPA Code No. 303, Marinas and Boatyards.
- d. NFPA Code No. 501D, Recreational Vehicle Parks.
- e. NFPA Code No. 1194, Life Safety Code
- f. ANSI-A117.1, Guidelines for Accessible and Usable Buildings and Facilities, latest edition, by the American National Standards Institute, Inc. (ANSI), 25 West 43rd Street, New York, NY 10036
- g. Guide for the Safe Operation and Maintenance of Marinas, National Water Safety Congress, 1988, 2001 Revision, P.O. Box 1632, Mentor, Ohio 44061.
- h. ER 1130-2-500, Chapter 5, Sign Standards Program for Civil Works Projects, Department of the Army, Mobile District, Corps of Engineers, Mobile, Alabama.
- i. Section 404 of the Federal Water Pollution Control Act of 1977 (Clean Water Act), 33 U.S.C. 1344(b) and 1361 (a).
- j. Section 10 of the Rivers and Harbors Act of 1899, 33 U.S.C. 403

3. APPLICABILITY: The standards established by this regulation shall be utilized to evaluate implementation plans prepared by lessees for development on land leased at water resource development projects within the Mobile District.

4. POLICY: Implementation plans submitted by lessees to the Mobile District are reviewed and commented upon in a timely fashion. Implementation Plans must conform to Part I of this regulation. Prior to review, the Mobile District must receive sufficient evidence that proposed construction will meet or surpass all federal, state, and local building codes and regulations as required under terms of the lease. The Mobile District will not review and approve plans for engineering sufficiency.

5. PERMITS:

a. The lessee is responsible for obtaining all permits pertinent to the proposed construction. State laws require that all septic tanks and disposal fields meet the State Health Department's specifications. It is also required that the State Health Department approve the location of wells in relation to sewage disposal systems. Documentation indicating State Health Department approval of wells, septic tanks, and disposal fields must accompany submittal of these plans to the Mobile District.

b. The Mobile District may grant conditional approval of implementation plans for the purpose of helping the lessee obtain necessary permits and approvals from other agencies. When the permitting agency will not issue a permit prior to obtaining Mobile District approval, the Mobile District may grant conditional approval contingent upon receiving copies of the permits and a request for final approval prior to construction. Copies of permits and approvals should be provided with plans.

c. Under Section 10 of the Rivers and Harbors Act, a permit is required for placement of structures in or over a navigable water body. This includes: piers, boat docks, boat ramps, breakwaters, bulkheads, riprap, jetties, pilings, artificial reefs, power lines, pipelines, permanently moored floating vessels, or any other obstacle or obstruction. Also under Section 10, performance of work in the navigable water body, including all dredging or disposal of dredged material, excavation, filling or other modification of the water body requires a permit. Under Section 404 of the Clean Water Act, the following activities require a permit when they affect waters of the United States, including wetlands: placement of fill material, slab-on-grade foundations, most construction, levee and dike construction, mechanized land clearing, grading and landscaping, ditching activities when the excavated material is side cast and certain pile-supported structures. The Operations Manager may issue some permits. Others are only issued by District Offices in Mobile, Alabama; Jacksonville, Florida; or Savannah, Georgia. The Operations Manager will advise the lessee on this matter when requested.

6. SUBMITTALS: The lessee shall submit five copies of all drawings and certifications to the Operations Manager. If CADD system is used to produce the drawings, he shall submit one CD-ROM with the drawings. Label the disk with the project name, date, and CADD system format.

7. APPROVALS:

a. The Mobile District will not approve implementation plans without prior approval of a Master Development Plan in accordance with Part I of this regulation and all pertinent NEPA documentation. The Mobile District will not review implementation plans for engineering sufficiency. The builder should rely on professional engineering services to certify that the design is suitable for intended purposes and meets minimum standards including those related to the safety of the users. Plans for structures requiring conformance to federal, state, and/or local codes must bear the seal of a professional engineer or architect.

b. If the Operations Manager determines that the proposed implementation is in conformance with the approved master development plan and is in conformance with all required codes, and regulations, he will recommend that the Mobile District Approving Official appropriately stamp, date, and sign four copies of the submitted drawings. Two copies of the stamped drawings will be returned to the Operations Manager who will then forward one copy of the stamped drawings to the lessee. One copy each of the stamped drawings will be forwarded to RE and PD for files.

c. If, in the opinion of the Operations Manager, the implementation plan deviates from the conceptually approved master development plan or is controversial, the Operations Manager will submit the plan and all supporting documents, with comments, to the Mobile District Office. Upon receipt of the submittal in the Mobile District Office, representatives from RE, OP, OC, and PD (in consultation with EN as needed) will review the submittal for compliance with the approved Master Plan, this regulation, and NEPA. Within 30-60 days, the aforementioned representatives will recommend a decision to the Mobile District Approving Official. Upon final decision, the Mobile District Approving Official will appropriately stamp (Approved/Disapproved), date, and sign all copies of the submitted drawings. Two copies of the stamped drawings will be returned to the Operations Manager who will then forward one copy of the stamped drawings to the lessee. One copy each of the stamped drawings will be forwarded to RE and PD for files.

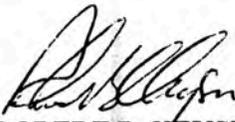
d. Any revision in plans made by the lessee or his representative after approval by the Mobile District shall require additional review and approval prior to implementation of the revisions.

8. AS-BUILTS: Upon completion of implementation, the lessee shall prepare as-built site plan drawings of the completed work at the same scale and format as the Master Development Plan. The drawings shall show the accurate location of all pavement, utilities, structures, and floating facilities. Floating facilities shall have Geographic Positioning System (GPS) coordinates at key points. All information shall be tied to National Geodetic Vertical Datum (NGVD) and State Plane Coordinate System. The lessee shall submit two hard copies to the Operations Manager who will forward one copy to RE for filing. If a CADD system is used to produce the drawings, the lessee shall submit one CD-ROM, labeled with the project name, date, and CADD system format, with the drawings.

9. OCCUPANCY: Use or operation of new facilities will not be allowed prior to determination by the Operations Manager that the facilities are in conformance with the

Master Development Plan, appropriate NEPA documentation, and terms of the lease. Also, in accordance with the terms of the lease, all construction shall conform to all pertinent codes and regulations. The lessee shall provide sufficient evidence of conformance either through local building code inspections or through certification by independent professional inspection at the lessee's expense. The lessee must maintain all facilities in conformance with these codes and the conceptually approved master development plan at all times. **At any time a facility is found in nonconformance, the Operations Manager will notify the Mobile District Real Estate Manager who will make inspections and take appropriate corrective actions.** In cases where such nonconformance poses immediate public safety or environmental health threats, the Operations Manager may immediately close the facility pending further coordination with the Mobile District RE, OC, and OP elements. The Operations Manager will report such closures to the Mobile District Real Estate Manager within 24 hours. After coordination with OP and OC, the Mobile District Real Estate Manager, in accordance with terms of the lease, will communicate the final closure determination to the lessee. The lessee shall bear the cost of any removal, modification or relocation of non-conforming facilities.

Date 8 Jul 04


ROBERT B. KEYSER
Colonel, Corps of Engineers
Commanding

DISTRIBUTION: B

EXHIBIT "A"

A parcel of land situate in the State of Mississippi, County of Tishomingo about 3.7 miles south of Paden on Mackeys Creek, being a part of the Northeast Quarter of Section 1, Township 6 South Range 9 East and a part of the Southeast Quarter of Section 36, Township 5 South, Range 9 East, and parts of Sections 30, 31 and 32, Township 5 South, Range 10 East and being more particularly described as follows:

Beginning at a concrete monument No. 806-1 set in the north line of the Northeast Quarter of Section 31, said monument having coordinates of $X=666,246.13$, $X=1,798,433.39$ and being witnessed as follows: a nail in an 8" Oak bearing South $48^{\circ} 55'$ West 6.91 feet, a nail in an 8" Oak bearing North $88^{\circ} 51'$ West 8.60 feet and a nail in a 10" Oak bearing South $31^{\circ} 00'$ East 19.85 feet, said monument being located at the Southwest a corner of lands now or formerly owned by Arcy Stephens Childs, et al;

Thence, from the beginning along said Childs, et al's line North $89^{\circ} 33'$ East passing the northwest corner of Section 32 at 975 feet in all a distance of 1400 feet, more or less, to a point in the center of a tributary of McDougal Branch;

Thence, leaving said Childs, et al's line and through the lands of the U.S. Government downstream along the center of said branch as it meanders in a general Southerly direction 250 feet, more or less, to a point on the 414 foot contour line;

Thence, through the lands of said government along said 414 foot-contour as it meanders in a general Southwesterly and Northeasterly direction a distance of 33, 150 feet, more or less, to a point;

Thence, leaving said contour and continuing through the lands of said government South $00^{\circ} 03'$ East 380 feet, more or less, to a concrete monument No. 1506-2 in the north line of the Southeast Quarter of Section 30, Township 5 South, Range 10 East, to a corner of lands of said Arcy Stephens Childs, et al, the coordinates of said monument are: $X=666,244.02$, $Y=1,801,053.99$ and being witnessed as follows: a nail in a 10" Oak bearing North $59^{\circ} 35'$ West 17.90 feet, a nail in a 24" Hickory bearing North $00^{\circ} 36'$ East 33.00 feet and a nail in a 12" Oak bearing South $56^{\circ} 17'$ East 1.77 feet;

Thence, along said Child, et al's line South $00^{\circ} 03'$ East 2,620.60 feet to the point of beginning, containing five hundred and thirty (530.00) acres, more or less, after excepting the following described cemetery.

Beginning at the northwest corner of Dean Cemetery, said point being located East 790 feet and South 300 feet, more or less, from the northwest corner of the Northwest Quarter of Section 6 and having a scale coordinate value of $X=662,848.00$, $Y=1,792,885.00$;

Thence, from the beginning along the line of subject cemetery as follows: East 190 feet, South 115 feet, West 190 feet and North 115 feet, more or less, to the point of beginning, containing fifty hundredths (0.50) acre, more or less.

The above bearings are based on the Mississippi State Plane Coordinate Grid System, East zone.

The above described land is a part of the same land acquired in fee by the United States of America for the Bay Springs Lake of the Tennessee Tombigbee Waterway and being recorded in Tishomingo County, Mississippi.

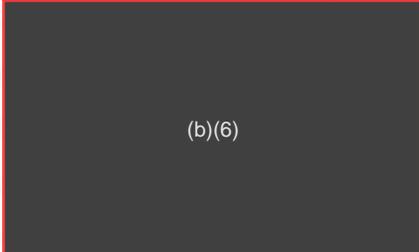
<u>Tract No.</u>	<u>Name of Grantor</u>	<u>Date of Deed</u>	<u>Deed Book</u>	<u>Page No.</u>
806	 (b)(6)	1/11/79	B-95	293
814		4/19/78	B-91	510
815		4/19/78	B-91	510
816		6/27/77	B-89	27
1506		11/26/74	B-78	311
400-2		4/30/78	B-93	351
702		2/11/78	B-90	781



EXHIBIT C

TENNESSEE - TOMBIGEE WATERWAY
 MISSISSIPPI AND ALABAMA
 PROPOSED PUBLIC USE AREA
 CROW'S NECK SITE PLAN
 BAY SPRINGS LAKE

0 500 1000
 FEET

U. S. ARMY ENGINEER DISTRICT, NASHVILLE

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 TO ACCOMPANY: _____

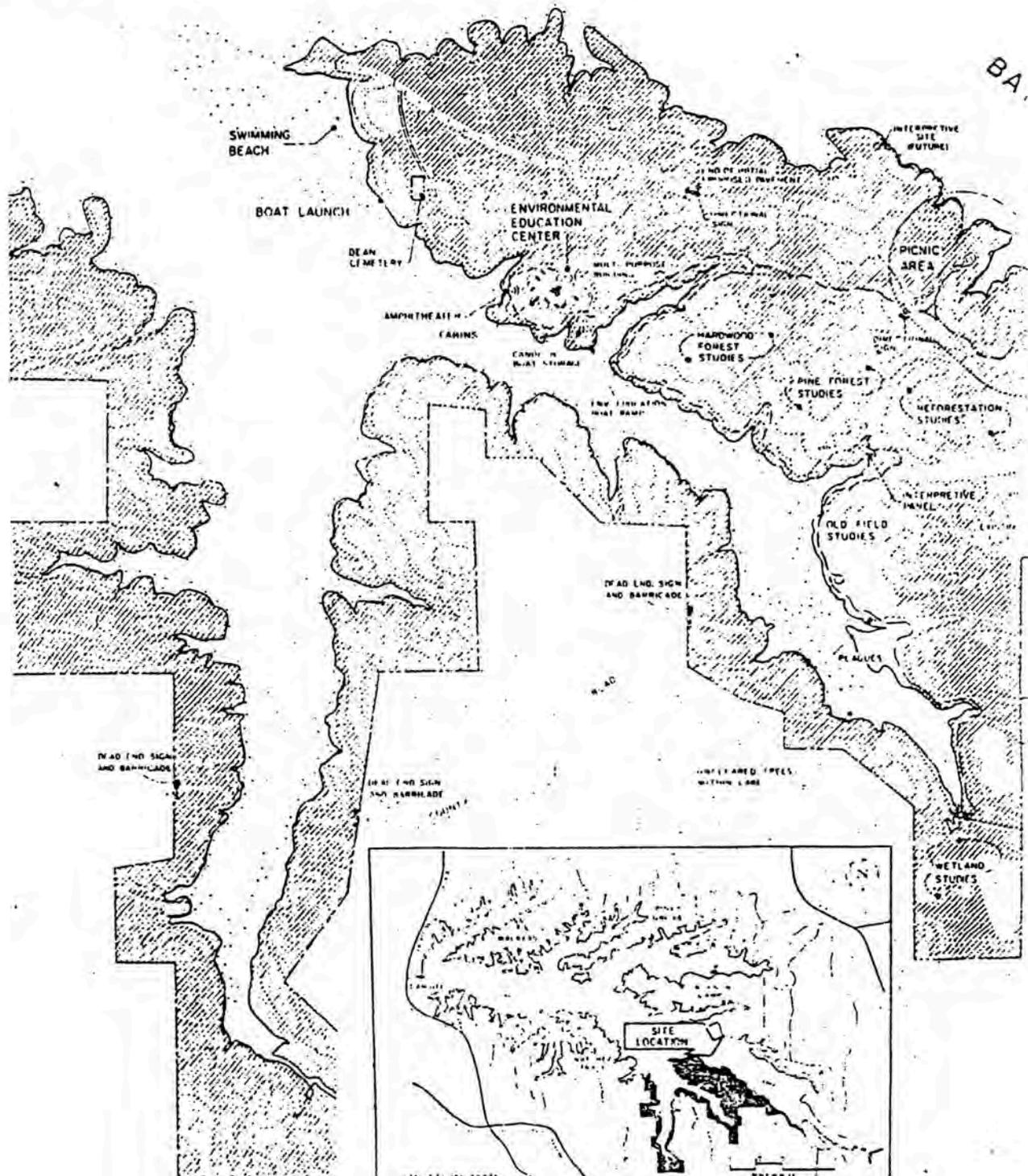
NOTE:
 TRAILS SHOWN ARE INITIAL. FUTURE TRAILS
 WILL BE DESIGNED AND SITED AS NEEDED

Hensley-Schmidt, Consultants

LEGEND

- PROJECT BOUNDARY
- ==== MAXIMUM CONTROLLED POOL (ELEV 418)
- ==== MAXIMUM NORMAL FLAT POOL (ELEV 414)
- MINIMUM NORMAL FLAT POOL (ELEV 408)
- ==== EXISTING ROADS - UNPAVED
- ==== EXISTING ROADS - PAVED
- ==== PROPOSED ROADS AND PARKING
- COMFORT STATION (waterborne)
- BUILDING OR SHELTER
- PICNIC TABLE
- GRILL
- DRINKING FOUNTAIN

- SIGN
- EXISTING TREES
- PROPOSED TREES
- ▨ ULTIMATE TREE COVER
- HIKING TRAIL - UNPAVED
- UNCLEARED TREES WITHIN LAKE
- EXISTING CONTOUR
- INITIAL DEVELOPMENT
- FUTURE DEVELOPMENT



BA

EXHIBIT "B"

DEPARTMENT OF THE ARMY
LEASE
for
CONSERVATION-EDUCATION CENTER
AND RECREATION PURPOSES
BAY SPRINGS LAKE PROJECT AREA

NO. DACW01-1-80-115

THE SECRETARY OF THE ARMY under authority of Section 4 of the Act of Congress approved 22 December 1944, as amended (16 U.S.C. 460d), hereby grants to the TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT, a lease for a period of fifty (50) years commencing 1 January 1980 , and ending on 31 December 2029 , to use and occupy approximately 530 acres of land under the primary jurisdiction of the Department of the Army in the Bay Springs Lake Project Area, hereinafter referred to as the premises, as described in attached Exhibit "A" and as shown on attached Exhibit "B", and the facilities constructed thereon, for a conservation-education center and recreation purposes.

It is the contemplation of the parties hereto that the Government will construct facilities on the premises as generally set forth in attached Exhibit "C" (Plan of Development), and that such construction will be completed before 1 January 1983. In the event such construction is not completed by such date, a supplemental agreement will be entered into by the parties hereto, establishing a new commencement date for this lease.

THIS LEASE is granted subject to the following conditions:

1. The lessee shall conform to such regulations as the Secretary of the Army may issue, including the regulations issued by the Secretary of the Army as set forth in Title 36, U.S. Code of Federal Regulations, Chapter III, part 327, as amended, to govern the public use of the project area; and shall comply with the provisions of the above cited Act of Congress. The lessee shall protect the premises from fire, vandalism, and soil erosion, and may make and enforce such regulations as are necessary, and within its legal authority, in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of the above cited Act of Congress.
2. The lessee agrees to administer and maintain the premises for a conservation-education center and for recreation purposes, and to bear the costs of operation, maintenance, and replacement of all facilities and improvements on the premises at the commencement of this lease or added

during its term, ~~subject to availability of funds~~. As used in this lease, the term "replacement" shall be construed to mean the replacement in whole or in part of any structures or improvement so worn or damaged as to no longer adequately serve its designed function with normal maintenance. The lessee shall be guided by an Annual Plan of Operation and Maintenance, in furtherance of the Plan of Development (Exhibit "C"). On or before the anniversary date of the lease each year, the parties shall agree on the Annual Plan, which shall include, but is not limited to, the following:

11/29/50
LMD
1-10-80

a. Plans for management activities to be undertaken by the lessee, including improvements and other facilities to be constructed on the premises.

b. Report of the management, maintenance, and development accomplishments of the lessee for the preceding year.

c. Significant modifications of policies or procedures which have developed or are to be applied.

d. Minor modifications to the Plan of Development (major modifications to be accomplished by amendment of the Plan).

3. The lessee shall provide additional facilities and services to be mutually agreed upon between the parties hereto, which are necessary to meet the public demand, either directly or through concession agreements with third parties. All such agreements shall state that they are granted subject to the provisions of this lease, and that they will not be effective until approved by the U.S. Army District Engineer in charge of the administration of the project.

4. The lessee and its sublessees may assess and collect fees for entrance to developed areas and for use of the project facilities and areas, PROVIDED that prior written approval of the District Engineer is obtained.

5. All monies received by the lessee, or an amount equal to all monies received by the lessee, from operations conducted on the premises, including, but not limited to, entrance and admission fees, user fees, and rental or other consideration received from its concessionaires, shall be utilized by the lessee for administration, maintenance, operation, and development of the premises. The lessee shall establish and maintain adequate records and accounts and render annual statements of receipts and expenditures to the District Engineer, except for annual or weekly entrance fees which also are honored at other recreational areas operated by the lessee. The District Engineer shall have the right to perform audits of the lessee's records and accounts, and to require the lessee to audit the records and accounts of third party concessionaires and furnish the District Engineer a copy of the results of such an audit.

6. All structures shall be constructed and landscaping accomplished in accordance with plans approved by the District Engineer. Further, within the limits of their respective legal powers, the parties to the lease shall protect the project against pollution of its water. The lessee shall comply promptly with any regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency and/or a state water pollution control agency having jurisdiction to abate or prevent water pollution. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency or state agency are hereby made a condition of this lease.

7. The right is reserved to the United States, its officers, agents, and employees, to enter upon the premises at any time and for any purpose necessary or convenient in connection with river and harbor and flood control work, and to remove timber or other material required for such work, to flood the premises when necessary, and/or to make any other use of the land as may be necessary in connection with public navigation and flood control, and the lessee shall have no claim for damages of any character on account thereof against the United States or any agent, officer, or employee thereof.

8. 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.

9. At the time of the commencement of this lease, the lessee will obtain from a reputable insurance company, acceptable to the Government, liability or indemnity insurance providing for minimum limits of \$150,000 per person in any one claim, and an aggregate limit of \$300,000 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, and \$50,000 for damage to property suffered or alleged to have been suffered by any person or persons resulting from the operations of the lessee under the terms of this lease. The lessee shall also obtain and maintain sufficient casualty insurance on all Government-constructed facilities to replace or repair said facilities in the event of loss or damage.

10. Upon completion of construction of initial improvements by the Government, the parties hereto shall cause to be made an inventory and condition report of all improvements constructed by the Government on the leased premises to reflect the then present condition of said improvements. A copy of said inventory and condition report shall become a part of this lease as if originally annexed. At the expiration, revocation, or termination of this lease a similar inventory and condition report shall be prepared to constitute the basis for settlement by the lessee with the District Engineer for leased property shown to be lost, damaged, or destroyed; any such property is to be either restored to the condition required by Condition No. 12 hereof, or at the election of the Government, reimbursement made therefor by the lessee at the then current market value thereof.

11. This lease may be revoked by the Secretary of the Army in the event the lessee violates any of the terms and conditions of this lease and continues and persists therein for a period of 90 days after notice thereof in writing by the District Engineer.

12. On or before the date of expiration of this lease, the lessee shall vacate the premises, remove its property 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 its property therefrom, and restore the premises as aforesaid within such time as the Secretary of the Army may designate. In either event, if the lessee shall fail or neglect to remove its property and so restore the premises, then its property shall become the property of the United States without compensation therefor, and no claim for damages against the United States or its officers or agents shall be created by or made on account thereof.

13. The lessee or its concessionaires shall not discriminate against any person or persons because of race, creed, color, sex, or national origin in the conduct of its operations hereunder. The grantee furnishes as part of this lease an assurance (Exhibit D) that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations.

14. All notices to be given pursuant to this lease shall be addressed, if to the lessee, to Mr. Larry Dillard, Acting Executive Director, TRVWMD, City - County Building, P.O. Box 915, Tupelo, Mississippi 38801; if to the Government, to the District Engineer, U.S. Army Engineer District, Mobile, P.O. Box 2288, Mobile, Alabama 36628, or as may from time to time be directed by the parties. Notice shall be deemed to have been duly given if and when inclosed in a properly sealed envelope or wrapper, addressed as aforesaid and deposited postage prepaid (or, if mailed by the Government, deposited under its franking privilege) in a post office or branch post office regularly maintained by the United States Government.

15. This lease is subject to all existing easements, and easements subsequently granted, for roadways and utilities located or to be located on the premises, provided that the proposed grant of any easement will be coordinated with the lessee, and easements will not be granted which will interfere with developments, present or proposed, by the lessee.

16. In the event that any historical, archaeological, architectural or other cultural artifacts, vestiges or remains are found prior to, during or after any earth disturbance or construction activity in the proposed project area, the grantee shall immediately notify the District Engineer, Nashville District, and the Mississippi State Historic Preservation Officer, Department of Archives and History, P.O. Box 571, Jackson, Mississippi 39205, and the site and the material will be protected from further disturbance until a professional examination of them can be made or until some form of clearance to proceed is authorized by the State Archaeologist.

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF DEFENSE
DIRECTIVE UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT

(hereinafter called "Applicant-Recipient") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300, issued as Department of Defense Directive 5500.11, December 28, 1964) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Directive, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives Federal financial assistance from the Army Corps of Engineers and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by this Army Corps of Engineers, assurance shall obligate the Applicant-Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the Army Corps of Engineers.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the Department, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

Dated this _____ day of _____, 19____.

TOMBIGBEE RIVER VALLEY WATER
MANAGEMENT DISTRICT

(Applicant-Recipient's Mailing Address)

By: _____

Wm. E. ...

(Title)*

*(President, Chairman of Board, or Comparable Authorized Official)

EXHIBIT "D"

SUPPLEMENTAL AGREEMENT NO. 1
TO
LEASE NO. DACW01-1-80-115

BAY SPRINGS LAKE, MISSISSIPPI

THIS SUPPLEMENTAL AGREEMENT made and entered into between the SECRETARY OF THE ARMY of the first part, and the TENNESSEE RIVER VALLEY WATER MANAGEMENT DISTRICT, of the second part, WITNESSETH:

WHEREAS, on January 28, 1980, the Secretary of the Army leased to the Tennessee River Valley Water Management District, approximately 530.00 acres of land for a conservation-education center and recreation purposes for a term of fifty (50) years commencing on January 1, 1980, and ending December 31, 2029.

WHEREAS, a provision in the granting clause of the lease provides that in the event construction of facilities on the premises by the Government is not completed by January 1, 1983, a supplemental agreement will be entered into by the parties lease establishing a new commencement date for the lease, and

WHEREAS, construction was not completed by January 1, 1983, as originally contemplated, but is expected to be completed on or about January 17, 1992, and the parties wish to establish January 1, 1992, as the new commencement date of a fifty (50) year lease term.

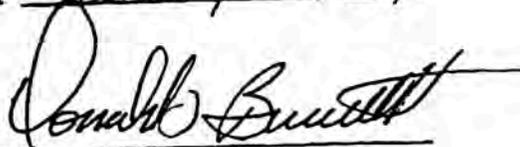
NOW THEREFORE, in consideration of the premises and the mutual benefits to be derived, the parties thereto do mutually agree that Lease No. DACW01-1-80-115, Bay Springs Lake, Mississippi, (also known as Bay Springs Project Area) is hereby amended as follows:

1. The phrase "...for a period of fifty (50) years commencing 1 January 1980, and ending on 31 December 2029..." in the granting clause is deleted and the phrase "...for a period of fifty (50) years commencing January 1, 1992, and ending on December 31, 2041..." is substituted therefor.

All other terms and conditions of the lease shall be and remain the same.



IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this 18th day of February, 1994.



DONALD L. BURCHETT
Chief, Real Estate Division
U. S. Army Engineer District, Mobile

THIS SUPPLEMENTAL AGREEMENT is hereby accepted by the lessee this 27th day of January, 1994.

TOMBIGBEE RIVER VALLEY
WATER MANAGEMENT DISTRICT

My Commission Expires Jan. 28, 1995

Signed and sealed
in the presence of:

By Stanley D. Pullman
Title President



Witness

2511 Buckner Ave.

Mobile, MS 38801
Address

25 August 1999

CESAM-OP-CO (385-10f x 200)

MEMORANDUM FOR RE-MM

SUBJECT: Environmental Assessment of Crow's Neck Environmental Education Center
(Lease DACW-01-1-80-115)

1. On August 24th, we conducted an environmental assessment of the subject lease.
2. Attached is a list of findings. Please coordinate these findings with the lease.
3. Findings 2, 3, and 4 were also noted during the last assessment on April 22, 1998.
4. If you have any questions regarding this matter, please call [REDACTED]

[REDACTED]
Assistant Project Manager
Tennessee-Tombigbee Operations

Encl

**FINDINGS FROM ENVIRONMENTAL ASSESSMENT OF
CROWS NECK ENVIRONMENTAL EDUCATION CENTER
AUGUST 24, 1999**

1. There is an open bucket of Hydraulic Oil outside the flammable storage building. The bucket is collecting rainwater which is causing the contents to overflow resulting in ground contamination. The bucket should be capped immediately, and the contents recycled. (40 CFR 279.22(d))
2. There are several unlabeled containers of liquids. All containers must be labeled. (29 CFR 1910.1200(f))
3. Material Safety Data Sheets (MSDS) are not available for all hazardous materials. MSDS's for all materials must be readily accessible, and a written hazard communication program must be available. (29 CFR 1910.1200(e)&(g))
4. The Flammable Storage building is being used for a wood shop so fuels and paints are being stored within the maintenance shop. The flammables and combustibles may be stored in the shop if they are kept in a flammable storage cabinet. (29 CFR 1910.106 (d))
5. None of the confined spaces (such as manholes and sewer lift stations) are signed and some are not locked. (29 CFR 1910.146)
6. There is an old pickup bed, some trash, and at least one old tire scattered around the edge of the maintenance area. These items should be picked up and properly discarded or recycled.

DISTRICT: CESAM

REAL PROPERTY INVENTORY LISTING

HAND RECEIPT: 471 (b)(6)

PROJECT ID: TTBAYS PROJECT NAME: TT BAY SPRINGS

STRUCT NUMBER	LOCATION	PROPERTY ID CODE	STRUCTURE TYPE	COST	ACQUIRED DATE	REC TYPE	USG CODE	SQUARE FOOTAGE
BT09	VARIOUS PUA'S	TTBAYS-27246	2 SWIMMING BEACHES	\$379,651.55	01/01/1988	40	80	0
BT10	VARIOUS PUA'S	TTBAYS-27247	CONCRETE DRAINAGE DITCHES (5,000 SQ YDS)	\$202,480.83	01/01/1988	40	80	0
BT11	VARIOUS PUA'S	TTBAYS-27248	25 DRAINAGE STRUCTURES	\$158,188.15	01/01/1988	40	80	0
BT12	VARIOUS PUA'S	TTBAYS-27249	1 SEWAGE TREATMENT SYSTEM	\$1,012,404.14	01/01/1988	40	71	0
BT13	VARIOUS PUA'S	TTBAYS-27250	5 HONOR VAULTS	\$4,176.17	01/01/1994	40	80	0
BT14	VARIOUS PUA'S	TTBAYS-27251	350 WOOD DUCK NESTING BOXES	\$36,750.00	01/01/1988	40	80	0
BT15	VARIOUS PUA'S	TTBAYS-27252	460 SONG BIRD NESTING BOXES	\$23,920.00	01/01/1988	40	80	0
BT16	VARIOUS PUA'S	TTBAYS-27253	22 MARTIN HOUSES	\$4,180.00	01/01/1988	40	80	0
BT17	VARIOUS PUA'S	TTBAYS-27254	320 SQUIRREL NESTING BOXES	\$18,560.00	01/01/1988	40	80	0
BT18	VARIOUS PUA'S	TTBAYS-27255	PAVED HIKING TRAILS (.5 MILES)	\$12,655.05	01/01/1988	40	80	0
BT19	VARIOUS PUA'S	TTBAYS-27256	56 PICNIC SITES	\$141,736.58	01/01/1988	40	80	0
BT20	VARIOUS PUA'S	TTBAYS-27257	1 TELEPHONE SYSTEM	\$12,655.05	01/01/1988	40	71	0
BT21	VARIOUS PUA'S	TTBAYS-27258	2 MULTI-PURPOSE PLAY COURTS	\$30,372.12	01/01/1988	40	80	0
BT22	VARIOUS PUA'S	TTBAYS-27259	PAVED ROADS (11 MILES)	\$341,310.32	01/01/1988	40	76	0
BT23	VARIOUS PUA'S	TTBAYS-27260	71 GATES (PIPE CONSTRUCTION)	\$89,850.87	01/01/1984	40	80	0
BT24	VARIOUS PUA'S	TTBAYS-27261	ROCK BARRICADES	\$221,463.41	01/01/1986	40	80	0
BT25	VARIOUS PUA'S	TTBAYS-27262	WOODEN GUARDRAILS	\$316,376.29	01/01/1989	40	80	0
BT26	VARIOUS PUA'S	TTBAYS-27263	6 FENCES	\$316,376.29	01/01/1984	40	80	0
BT27	VARIOUS PUA'S	TTBAYS-27264	9 LANDSCAPINGS	\$1,265,505.17	01/01/1987	40	80	0
BT28	VARIOUS PUA'S	TTBAYS-27265	23 SECURITY LIGHTS	\$7,276.65	01/01/1989	40	80	0
BT29	VARIOUS PUA'S	TTBAYS-27266	20 BULLETIN BOARDS	\$12,655.05	01/01/1987	40	80	0
BT30	VARIOUS PUA'S	TTBAYS-27267	1 KIOSK	\$2,531.01	01/01/1987	40	80	0
BT31	VARIOUS THROUGHOUT PROJECT	TTBAYS-27292	SIGNS, 375 WOODEN	\$126,550.52	01/01/1984	40	80	0
BT32	THROUGHOUT PROJECT	TTBAYS-27564	WILDLIFE MITIGATION	\$881,880.96	01/01/1995	40	80	0
CN01	CROWS NECK ENVIRONMENTAL CENTER/B AY SPRINGS LAKE/MS	TTBAYS-27114	ENVIRON CENTER MULTI-PURPOSE BUILDING, W OOD, STONE, COPPER ROOF, DACW062-91-C-00 21	\$1,910,066.68	04/04/1993	30	80	18500
CN02	CROWS NECK ENVIRONMENTAL CENTER/B AY SPRINGS LAKE/MS	TTBAYS-27115	STAFF LODGE, WOOD, COPPER ROOF, DACW62-9 1-C-0021	\$159,340.30	04/04/1993	30	80	2500
CN03	CROWS NECK ENVIRONMENTAL CENTER/B AY SPRINGS LAKE/MS	TTBAYS-27116	CABIN WOOD, COPPER ROOF, DACW62-91-C-002 1	\$358,011.44	04/04/1993	30	80	3200

03/09/1999

PG

DISTRICT: CESAM

REAL PROPERTY INVENTORY LISTING
HAND RECEIPT: 471 - (b)(6)

PROJECT ID: TTBAYS PROJECT NAME: TT BAY SPRINGS

STRUCT NUMBER	LOCATION	PROPERTY ID CODE	STRUCTURE TYPE	COST	ACQUIRED DATE	REC TYPE	USG CODE	SQUARE FOOTAGE
CN04	CROWS NECK ENVIRONMENTAL CENTER/B AY SPRINGS LAKE/MS	TTBAYS-27117	CABIN WITH LAUNDRY ROOM, WOOD, COPPER ROOF, DACW62-91-C-0021	\$366,079.31	04/04/1993	30	80	3200
CN05	CROWS NECK ENVIRONMENTAL CENTER/B AY SPRINGS LAKE/MS	TTBAYS-27118	CABIN, WOOD, COPPER ROOF, DACW62-91-C-0021	\$358,011.44	04/04/1993	30	80	3200
CN06	CROWS NECK ENVIRONMENTAL CENTER/B AY SPRINGS LAKE/MS	TTBAYS-27119	CABIN, WOOD, COPPER ROOF, DACW62-91-C-0021	\$358,011.44	04/04/1993	30	80	3200
CN07	CROWS NECK ENVIRONMENTAL CENTER/B AY SPRINGS LAKE/MS	TTBAYS-27120	BOAT HOUSE, WOOD, COPPER ROOF, DACW62-91-C-0021	\$6,893.99	04/04/1993	30	40	150
CN08	CROWS NECK ENVIRONMENTAL CENTER/B AY SPRINGS LAKE/MS	TTBAYS-27121	OUTDOOR CLASSROOM, WOOD, COPPER ROOF, DACW62-91-C-0021	\$63,275.26	04/04/1993	40	80	580
CN09	CROWS NECK ENVIRONMENTAL CENTER/B AY SPRINGS LAKE/MS	TTBAYS-27122	OUTDOOR CLASSROOM, WOOD, COPPER ROOF, DACW62-91-C-0021	\$63,275.26	04/04/1993	40	80	580
CN10	CROWS NECK ENVIRONMENTAL CENTER/B AY SPRINGS LAKE/MS	TTBAYS-27123	AMPHITHEATER, WOODEN, DACW62-91-C-0021	\$63,275.26	04/04/1993	40	80	0
CN11	CROWS NECK ENVIRONMENTAL CENTER/B AY SPRINGS LAKE/MS	TTBAYS-27124	WATERFOWL OBSERVATION STRUCTURE, WOOD, COPPER ROOF, DACW62-91-C-0021	\$75,930.31	04/04/1993	30	80	950
CN12	CROWS NECK ENVIRONMENTAL CENTER/B AY SPRINGS LAKE/MS	TTBAYS-27125	OBSERVATION PLATFORM, WOODEN, DACW62-91-C-0021	\$13,428.28	04/04/1993	40	80	294
CN13	CROWS NECK ENVIRONMENTAL CENTER/B AY SPRINGS LAKE/MS	TTBAYS-27126	OBSERVATION PLATFORM	\$13,428.28	04/04/1993	40	80	294
CN14	CROWS NECK ENVIRONMENTAL CENTER/B AY SPRINGS LAKE/MS	TTBAYS-27127	PEDESTRIAN BRIDGE, WOOD, STONE, DACW62-91-C-0021	\$37,965.16	04/04/1993	40	80	576
CN15	CROWS NECK ENVIRONMENTAL CENTER/B	TTBAYS-27128	MAINTENANCE SHOP AND SHED, WOOD, COPPER	\$100,848.29	04/04/1993	30	60	3100

REAL PROPERTY INVENTORY LISTING

HAND RECEIPT: 471 - (b)(6)

PROJECT ID: TT BAYS PROJECT NAME: TT BAY SPRINGS

STRUCT NUMBER	LOCATION	PROPERTY ID CODE	STRUCTURE TYPE	COST	ACQUIRED DATE	REC TYPE	USG CODE	SQUARE FOOTAGE
	AY SPRINGS LAKE/MS		ROOF, DACW62-91-C-0021					
CN16	CROWS NECK ENVIRONMENTAL CENTER/B AY SPRINGS LAKE/MS	TTBAYS-27129	PAINT STORAGE BUILDING, WOOD, COPPER ROOF, DACW62-91-C-0021	\$20,169.66	04/04/1993	30	40	303
CN17	CROWS NECK ENVIRONMENTAL CENTER/B AY SPRINGS LAKE/MS	TTBAYS-27130	PUMPHOUSE, WOOD, COPPER ROOF, DACW62-91-C-0021	\$7,439.90	04/04/1993	40	80	120
CN18	CROWS NECK ENVIRONMENTAL CENTER/B AY SPRINGS LAKE/MS	TTBAYS-27131	WATER STORAGE TANK, DACW62-91-C-0021	\$221,463.41	04/04/1993	40	80	0
CN19	CROWS NECK ENVIRONMENTAL CENTER	TTBAYS-27268	SEWAGE TREATMENT FACILITY	\$1,898,257.76	01/01/1993	40	71	0
CN20	CROWS NECK ENVIRONMENTAL CENTER	TTBAYS-27269	WATER SYSTEM	\$1,771,707.24	01/01/1993	40	71	0
CN21	CROWS NECK ENVIRONMENTAL CENTER	TTBAYS-27270	ELECTRICAL SYSTEM	\$1,558,273.47	01/01/1993	40	71	0
CULT-RESOU	INTANGIBLE ASSETS	TTBAYS-27801	CEFMS FEATURE CODE 18 CULTURAL RESOURCES PRESERVATION	\$1,676,729.44	05/02/1996	40	80	0
RESERVOIR	INTANGIBLE ASSETS	TTBAYS-27787	CEFMS FEATURE CODE 03 RESERVOIRS	\$6,364,519.96	04/30/1996	40	18	0
				\$138,176,823.22				

(11)

DEPARTMENT OF THE ARMY
LEASE
for
CONSERVATION-EDUCATION CENTER
AND RECREATION PURPOSES
BAY SPRINGS LAKE PROJECT AREA

NO. DACW01-1-80-115

THE SECRETARY OF THE ARMY under authority of Section 4 of the Act of Congress approved 22 December 1944, as amended (16 U.S.C. 460d), hereby grants to the TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT, a lease for a period of fifty (50) years commencing 1 January 1980, and ending on 31 December 2029, to use and occupy approximately 530 acres of land under the primary jurisdiction of the Department of the Army in the Bay Springs Lake Project Area, hereinafter referred to as the premises, as described in attached Exhibit "A" and as shown on attached Exhibit "B", and the facilities constructed thereon, for a conservation-education center and recreation purposes.

It is the contemplation of the parties hereto that the Government will construct facilities on the premises as generally set forth in attached Exhibit "C" (Plan of Development), and that such construction will be completed before 1 January 1983. In the event such construction is not completed by such date, a supplemental agreement will be entered into by the parties hereto, establishing a new commencement date for this lease.

THIS LEASE is granted subject to the following conditions:

1. The lessee shall conform to such regulations as the Secretary of the Army may issue, including the regulations issued by the Secretary of the Army as set forth in Title 36, U.S. Code of Federal Regulations, Chapter III, part 327, as amended, to govern the public use of the project area; and shall comply with the provisions of the above cited Act of Congress. The lessee shall protect the premises from fire, vandalism, and soil erosion, and may make and enforce such regulations as are necessary, and within its legal authority, in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of the above cited Act of Congress.

2. The lessee agrees to administer and maintain the premises for a conservation-education center and for recreation purposes, and to bear the costs of operation, maintenance, and replacement of all facilities and improvements on the premises at the commencement of this lease or added



during its term, ~~subject to availability of funds.~~ As used in this lease, the term "replacement" shall be construed to mean the replacement in whole or in part of any structures or improvement so worn or damaged as to no longer adequately serve its designed function with normal maintenance. The lessee shall be guided by an Annual Plan of Operation and Maintenance, in furtherance of the Plan of Development (Exhibit "C"). On or before the anniversary date of the lease each year, the parties shall agree on the Annual Plan, which shall include, but is not limited to, the following:

1/28/80
Jmd
H-10-80

a. Plans for management activities to be undertaken by the lessee, including improvements and other facilities to be constructed on the premises.

b. Report of the management, maintenance, and development accomplishments of the lessee for the preceding year.

c. Significant modifications of policies or procedures which have developed or are to be applied.

d. Minor modifications to the Plan of Development (major modifications to be accomplished by amendment of the Plan).

3. The lessee shall provide additional facilities and services to be mutually agreed upon between the parties hereto, which are necessary to meet the public demand, either directly or through concession agreements with third parties. All such agreements shall state that they are granted subject to the provisions of this lease, and that they will not be effective until approved by the U.S. Army District Engineer in charge of the administration of the project.

4. The lessee and its sublessees may assess and collect fees for entrance to developed areas and for use of the project facilities and areas, PROVIDED that prior written approval of the District Engineer is obtained.

5. All monies received by the lessee, or an amount equal to all monies received by the lessee, from operations conducted on the premises, including, but not limited to, entrance and admission fees, user fees, and rental or other consideration received from its concessionaires, shall be utilized by the lessee for administration, maintenance, operation, and development of the premises. The lessee shall establish and maintain adequate records and accounts and render annual statements of receipts and expenditures to the District Engineer, except for annual or weekly entrance fees which also are honored at other recreational areas operated by the lessee. The District Engineer shall have the right to perform audits of the lessee's records and accounts, and to require the lessee to audit the records and accounts of third party concessionaires and furnish the District Engineer a copy of the results of such an audit.

6. All structures shall be constructed and landscaping accomplished in accordance with plans approved by the District Engineer. Further, within the limits of their respective legal powers, the parties to the lease shall protect the project against pollution of its water. The lessee shall comply promptly with any regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency and/or a state water pollution control agency having jurisdiction to abate or prevent water pollution. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency or state agency are hereby made a condition of this lease.

7. The right is reserved to the United States, its officers, agents, and employees, to enter upon the premises at any time and for any purpose necessary or convenient in connection with river and harbor and flood control work, and to remove timber or other material required for such work, to flood the premises when necessary, and/or to make any other use of the land as may be necessary in connection with public navigation and flood control, and the lessee shall have no claim for damages of any character on account thereof against the United States or any agent, officer, or employee thereof.

8. 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.

9. At the time of the commencement of this lease, the lessee will obtain from a reputable insurance company, acceptable to the Government, liability or indemnity insurance providing for minimum limits of \$150,000 per person in any one claim, and an aggregate limit of \$300,000 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, and \$50,000 for damage to property suffered or alleged to have been suffered by any person or persons resulting from the operations of the lessee under the terms of this lease. The lessee shall also obtain and maintain sufficient casualty insurance on all Government-constructed facilities to replace or repair said facilities in the event of loss or damage.

10. Upon completion of construction of initial improvements by the Government, the parties hereto shall cause to be made an inventory and condition report of all improvements constructed by the Government on the leased premises to reflect the then present condition of said improvements. A copy of said inventory and condition report shall become a part of this lease as if originally annexed. At the expiration, revocation, or termination of this lease a similar inventory and condition report shall be prepared to constitute the basis for settlement by the lessee with the District Engineer for leased property shown to be lost, damaged, or destroyed; any such property is to be either restored to the condition required by Condition No. 12 hereof, or at the election of the Government, reimbursement made therefor by the lessee at the then current market value thereof.

11. This lease may be revoked by the Secretary of the Army in the event the lessee violates any of the terms and conditions of this lease and continues and persists therein for a period of 90 days after notice thereof in writing by the District Engineer.

12. On or before the date of expiration of this lease, the lessee shall vacate the premises, remove its property 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 its property therefrom, and restore the premises as aforesaid within such time as the Secretary of the Army may designate. In either event, if the lessee shall fail or neglect to remove its property and so restore the premises, then its property shall become the property of the United States without compensation therefor, and no claim for damages against the United States or its officers or agents shall be created by or made on account thereof.

13. The lessee or its concessionaires shall not discriminate against any person or persons because of race, creed, color, sex, or national origin in the conduct of its operations hereunder. The grantee furnishes as part of this lease an assurance (Exhibit D) that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations.

14. All notices to be given pursuant to this lease shall be addressed, if to the lessee, to Mr. Larry Dillard, Acting Executive Director, TRVWMD, City - County Building, P.O. Box 915, Tupelo, Mississippi 38801; if to the Government, to the District Engineer, U.S. Army Engineer District, Mobile, P.O. Box 2288, Mobile, Alabama 36628, or as may from time to time be directed by the parties. Notice shall be deemed to have been duly given if and when inclosed in a properly sealed envelope or wrapper, addressed as aforesaid and deposited postage prepaid (or, if mailed by the Government, deposited under its franking privilege) in a post office or branch post office regularly maintained by the United States Government.

15. This lease is subject to all existing easements, and easements subsequently granted, for roadways and utilities located or to be located on the premises, provided that the proposed grant of any easement will be coordinated with the lessee, and easements will not be granted which will interfere with developments, present or proposed, by the lessee.

16. In the event that any historical, archaeological, architectural or other cultural artifacts, vestiges or remains are found prior to, during or after any earth disturbance or construction activity in the proposed project area, the grantee shall immediately notify the District Engineer, Nashville District, and the Mississippi State Historic Preservation Officer, Department of Archives and History, P.O. Box 571, Jackson, Mississippi 39205, and the site and the material will be protected from further disturbance until a professional examination of them can be made or until some form of clearance to proceed is authorized by the State Archaeologist.

IN WITNESS WHEREOF I have hereunto set my hand this the 28th day of January 1980 by direction of the Assistant Secretary of the Army (IL&FM).

Gordon M. Hobbs
Gordon M. Hobbs
Assistant for Public Property
OIC

The above instrument, together with the provisions and conditions thereof, is hereby accepted this the 15th day of August 1979.

Charlie Huffstatler
(President)

ATTEST: Robert L. Calvert
Secretary

Tombigbee River Valley Water Management District

I, Robert L. Calvert, certify that I am the secretary of the corporation named as lessee herein; that Charlie Huffstatler, who signed this lease on behalf of the lessee was then President of the corporation; that said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Seal

Robert L. Calvert

EXHIBIT "A"

A parcel of land situate in the State of Mississippi, County of Tishomingo about 3.7 miles south of Paden on Mackeys Creek, being a part of the Northeast Quarter of Section 1, Township 6 South Range 9 East and a part of the Southeast Quarter of Section 36, Township 5 South, Range 9 East, and parts of Sections 30, 31 and 32, Township 5 South, Range 10 East and being more particularly described as follows:

Beginning at a concrete monument No. 806-1 set in the north line of the Northeast Quarter of Section 31, said monument having coordinates of X=666,246.13, X=1,798, 433.39 and being witnessed as follows: a nail in an 8" Oak bearing South $48^{\circ} 55'$ West 6.91 feet, a nail in an 8" Oak bearing North $88^{\circ} 51'$ West 8.60 feet and a nail in a 10" Oak bearing South $31^{\circ} 00'$ East 19.85 feet, said monument being located at the Southwest a corner of lands now or formerly owned by Arey Stephens Childs, et al;

Thence, from the beginning along said Childs, et al's line North $89^{\circ} 33'$ East passing the northwest corner of Section 32 at 975 feet in all a distance of 1400 feet, more or less, to a point in the center of a tributary of McDougal Branch;

Thence, leaving said Childs, et al's line and through the lands of the U.S. Government downstream along the center of said branch as it meanders in a general Southerly direction 250 feet, more or less, to a point on the 414 foot contour line;

Thence, through the lands of said government along said 414 foot-contour as it meanders in a general Southwesterly and Northeasterly direction a distance of 33, 150 feet, more or less, to a point;

Thence, leaving said contour and continuing through the lands of said government South $00^{\circ} 03'$ East 380 feet, more or less, to a concrete monument No. 1506-2 in the north line of the Southeast Quarter of Section 30, Township 5 South, Range 10 East, to a corner of lands of said Arey Stephens Childs, et al, the coordinates of said monument are: X=666,244.02, Y=1,801,053.99 and being witnessed as follows: a nail in a 10" Oak bearing North $59^{\circ} 35'$ West 17.90 feet, a nail in a 24" Hickory bearing North $00^{\circ} 36'$ East 33.00 feet and a nail in a 12" Oak bearing South $56^{\circ} 17'$ East 1.77 feet;

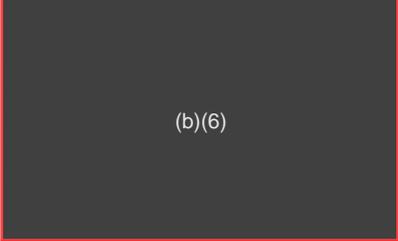
Thence, along said Child, et al's line South $00^{\circ} 03'$ East 2,620.60 feet to the point of beginning, containing five hundred and thirty (530.00) acres, more or less, after excepting the following described cemetery.

Beginning at the northwest corner of Dean Cemetery, said point being located East 790 feet and South 300 feet, more or less, from the northwest corner of the Northwest Quarter of Section 6 and having a scale coordinate value of X=662,848.00, Y=1,792,885.00;

Thence, from the beginning along the line of subject cemetery as follows: East 190 feet, South 115 feet, West 190 feet and North 115 feet, more or less, to the point of beginning, containing fifty hundredths (0.50) acre, more or less.

The above bearings are based on the Mississippi State Plane Coordinate Grid System, East zone.

The above described land is a part of the same land acquired in fee by the United States of America for the Bay Springs Lake of the Tennessee Tombigbee Waterway and being recorded in Tishomingo County, Mississippi.

<u>Tract No.</u>	<u>Name of Grantor</u>	<u>Date of Deed</u>	<u>Deed Book</u>	<u>Page No.</u>
806		1/11/79	B-95	293
814		4/19/78	B-91	510
815		4/19/78	B-91	510
816		6/27/77	B-89	27
1506		11/26/74	B-78	311
400-2		4/30/78	B-93	351
702		2/11/78	B-90	781

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF DEFENSE
DIRECTIVE UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT

(hereinafter called "Applicant-Recipient") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300, issued as Department of Defense Directive 5500.11, December 28, 1964) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Directive, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives Federal financial assistance from the Army Corps of Engineers and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by this Army Corps of Engineers, assurance shall obligate the Applicant-Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the Army Corps of Engineers.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the Department, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

Dated this _____ day of _____, 19_____.

TOMBIGBEE RIVER VALLEY WATER
MANAGEMENT DISTRICT

(Applicant-Recipient's Mailing Address)

By: *Wm. M. Dillard*
Wm. M. Dillard (Title)*

*(President, Chairman of Board, or Comparable Authorized Official)

CROW'S NECK LEASE AREA



Overview Map

1 inch = 1,500 feet

CROW'S NECK LEASE AREA



~~420~~ 200-DE
Red

405-108
Lease

CESAM-FO-TT(200)

20 January 1994

CESAM-FL-TT

FILE

MEMORANDUM THRU: OP-R

FOR: EN-C

SUBJECT: Crows Neck Enviromental Education Center - Supplemental Lease

1. Reference is made to letter dated 15 October 1993 attached, to the Executive Board meeting attended by myself on 9 November 1993, and letter dated 15 October 1993 from Robert Weir, Memo dated 2 August 1993 from Harold Boswell, letter dated 8 April 1993 from Robert Weir.

2. The referenced problems have all been corrected except for the noise in the cafeteria. I called Nashville District and discussed the design of the system in the cafeteria. Due to the largeness of the room, decor, and intended use (a PA system would be needed to speck) the system was designed in the ceiling space of the kitchen with return and air registers in the upper wall inside the cafeteria. It is a high speed low volume system. The air going over the grills creates noise. To redesign and construct a different system (suspended from the ceiling of the cafeteria) would costs approximatley \$30,000.00 and more than likely detract from the decor of the room. Nashville did not feel the noise level was excessive.

3. In order to get the Executive Board to sign the supplemented lease and inspection report, as the Corps Representative I promised that Mobile would take another look at the design to see if anything could be done cheaper to reduce the noise level.

4. It is requested that EN look at this so that Mobile can respond to the TRWVMD Board on this issue.

5. If there are any questions or comments please contact the undersigned.

(b)(6)
Resource Manager

cf: RE-MM

405-10F Real Estate -- Lease Suppl
(#DACW01-1-80-115 Tombigbee River Valley Water Mgt District)
(X-Ref 200 Environmental)
Connell/??/Wise 1/25/94

STATE OF MISSISSIPPI

Tombigbee River Valley Water Management District

October 15, 1993

ROBERT S. WEIR
EXECUTIVE DIRECTOR

Major Dennis W. Heuer
U. S. Army Corps of Engineers
P. O. Box 2288
Mobile, Alabama 36628-0001

Re: Crow's Neck Environmental Education Center

Dear Major Heuer:

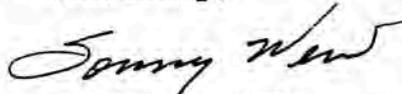
I have received a phone call from Mr. Norman Connell regarding the signing of certain documents pertaining to the above project. In our conversation, Mr. Connell advised that corrections to the problems that had been listed would be made.

At our next Executive Committee meeting, I will submit the requirements for execution. I appreciate Norm's willingness to work out these concerns.

If you should have any questions, please advise, otherwise I will see you on the 27th at the Dedication. Please extend invitations to others that might wish to attend.

Again, thanks for your assistance.

Sincerely,



Robert S. Weir
Executive Director

mjs

cc: Mr. Norman Connell ✓
U. S. Army Corps of Engineers



Crow's
ENVIRONMENTAL



Neck
EDUCATION CENTER

October 8, 1993

Dear Friend of Crow's Neck:

You are cordially invited to the official dedication of the Crow's Neck Environmental Education Center. The dedication ceremony will take place on Wednesday, October 27, at 1:00 p.m. and will be followed by a reception and tours.

The Crow's Neck Environmental Education Center was built with funding from the United States Corps of Engineers as part of the development of the Tennessee – Tombigbee Waterway Project. It is managed by the North Mississippi Environmental Education Consortium. This Consortium is composed of Itawamba Community College, Mississippi State University, Northeast Mississippi Community College, The University of Mississippi, and the Tombigbee River Valley Water Management District.

Located in northeast Mississippi, Crow's Neck occupies a 530 acre peninsula on Bay Springs Lake. The Center is designed for use by education, business, and industry, as well as the general public, for environmental education, retreats, training programs, and community activities. Conference facilities are available for groups up to 200 with accommodations available for 112 overnight guests. Additional information is contained in the enclosed brochure.

We sincerely hope that you can join us for this dedication and look forward to seeing you on October 27.

Sincerely,

NORTH MISSISSIPPI ENVIRONMENTAL EDUCATION CONSORTIUM

Joe M. Childers

Joe M. Childers
Northeast Mississippi
Community College

David C. Cole

David C. Cole
Itawamba Community
College

R. Gerald Turner

R. Gerald Turner
The University
of Mississippi

Robert S. Weir

Robert S. Weir
Tombigbee River Valley
Water Management District

Donald W. Zacharias

Donald W. Zacharias
Mississippi State
University