

September 14, 1990



(b)(6)

Management Section

Mr. Robert S. Weir
Executive Director
Tombigbee River Valley Water
Management District
Post Office Box 616
Tupelo, Mississippi 38902

90 SEP 19 AM 10:27

RECEIVED
COLUMBUS AREA OFFICE

FO-TT thru OP-R

Dear Mr. Weir:

Reference is made to our previous correspondence and telephone conversations concerning the development of the Crow's Neck Environmental Education Center under Lease No. DACW01-1-80-115 on Bay Springs Lake, Mississippi.

We have received and reviewed the information requested in our June 26, 1990, letter to you and find everything acceptable except the financial statement that was submitted. As discussed in a recent telephone conversation with Andy Wilson, we will need your most recent audited financial statement to complete our review and to place in our records.

Please forward the requested statement as soon as possible to this office in order to expedite the review process.

Sincerely,

William R. Matkin
Chief, Management & Disposal Branch
Real Estate Division

Copy Furnished:

~~PD-E~~

✓ FO-TT thru OP-R

lets

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. 306-1 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° 55' West 6.91 feet, a nail in an 8" Oak bearing North 88° 51' West 8.60 feet and a nail in a 10" Oak bearing South 31° 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° 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° 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° 35' West 17.90 feet, a nail in a 24" Hickory bearing North 00° 36' East 33.00 feet and a nail in a 12" Oak bearing South 56° 17' East 1.77 feet;

Thence, along said Child, et al's line South 00° 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 "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

1. The Party of the Second Part shall have primary use of and responsibility for and for the purposes consistent with its endeavors, the 530 acres of land, more or less. (As more particularly described by Exhibit "A" attached hereto and made a part hereof).
2. The United States shall continue to have full and free access to all of the area for purposes consistent with its purposes.
3. The Party of the Second Part shall, in the use of the aforesaid land, adhere to and abide by all conditions imposed upon the Lease No. DACWOI-1-80-115, a copy of which is marked Exhibit "B" and attached hereto, and incorporated herein by reference.
4. The Party of the Second Part shall hereby be allowed access to required utilities for such facilities as may be developed at or near the area for which the Party of the First Part is held responsible.
5. The Party of the First Part shall not be responsible for damages to property or injuries to persons which may arise, or be incident to, the exercise of the privileges granted to the Party of the Second Part, or for damages to property or injuries to the person of the officers, agents, servants, or employees of the Party of the Second Part, or others who may be on said premises at their invitation or the invitation of any one of them.
6. The Party of the Second Part shall not be responsible for damages to the property or injuries to the person of the officers, agents, servants, or employees of the Party of the First Part, or others who may be on said premises at their invitation or the invitation of any one of them.
7. The Party of the First Part agrees to cooperate with the Party of the Second Part in all matters dealing with environmental education. The Party of the Second Part agrees to work with the Party of the First Part in those areas consistent with the purposes of the Party of the Second Part.
8. The Party of the Second Part agrees, in its operation of the facilities on the aforesaid land, to comply fully with Title VI of the Civil Rights Act of 1964, Executive Order 11246, and, as applicable to educational programs, Title IX of the Education Amendments of 1972.
9. The Party of the Second Part agrees to carry liability insurance for the benefit of the public generally with a minimum coverage of \$100,000.00 for each accident and a minimum aggregate coverage for each accident.

10. The Party of the Second Part is responsible for the upkeep, maintenance, management, and drawing up of the management plan, obtaining approval of fees, and all those things necessary and incidental in furtherance of its proposed endeavors, of the premises and the buildings on said premises and agrees to insure said buildings for fire and windstorm coverage with such limits as are adequate for the protection of said buildings with a loss payee clause in favor of the Party of the First Part and the United States Army Corps of Engineers.
11. The Party of the Second Part agrees to utilize in every respect the aforesaid land assigned to it in this agreement in such manner as to afford maximum ecological protection and environmental education, the herein described land, consistent with the mutual objectives of the two parties.
12. The Party of the Second Part agrees that it will not sublease any of the herein described property without the approval of the Party of the First Part and the United States Army Corps of Engineers, and that any sublessee shall be aware of and abide by the terms of the principal lease.

This AGREEMENT is in conformity with Lease No. DACWO 1-1-80-115 between the Secretary of the Army and the Tombigbee River Valley Water Management District. The above AGREEMENT is hereby approved subject to the aforementioned Lease No. DACWO 1-1-80-115.

Charles E. Asper
 REAL ESTATE DIVISION
 DEPARTMENT OF THE ARMY
 CORPS OF ENGINEERS

The above instrument, together with the provisions and conditions thereof, is hereby accepted this _____ day of _____, A.D., 1980.

TOMBIGBEE RIVER VALLEY WATER
 MANAGEMENT DISTRICT
Charise Huffstatler
 CHARISE HUFFSTATLER, PRESIDENT

NORTH MISSISSIPPI
 ENVIRONMENTAL EDUCATION
 CONSORTIUM
 BY ITS PRESIDENT

Larry Dillard
 LARRY DILLARD, MANAGING
 DIRECTOR

W.O. Benjamin

ATTEST:
Robert L. Calvert
 ROBERT L. CALVERT, SECRETARY

ATTEST:
[Signature]
 SECRETARY

September 21, 1999

Civil Management Section
Real Estate Division

Mr. Mike Flannery
Crow's Neck Environmental Education Center
Post Office Box 460
Tishomingo, Mississippi 38873

Dear Mr. Flannery:

Reference is made to Lease No. DACW01-1-80-0115, Crow's Neck Environmental Education Center, Bay Springs Lake, Tennessee-Tombigbee Waterway.

Enclosed is a copy of Findings from the Environmental Assessment Inspection of the Center that was performed on August 24, 1999. We appreciate the cooperation that was shown to the inspector. The Assessment lists the negative findings and the corrective action needed. It is noted that findings 2,3, and 4 were listed on the last inspection report of April 22, 1998. We realize the difficulty in complying with the maze of environmental regulations and the Center is to be commended for the diligence and effort so put forth.

Please make every effort to correct all negative findings. If you need any technical assistance from the Corps, Mr. James Curry of our Columbus Management Office is available to provide assistance.

Please furnish us a schedule of the action plan to correct the negative findings, and a listing and date of the corrections.

If we can be of assistance in this matter, please contact David Coats of this office at (334) 694-3682.

Sincerely,

Tommie E. Pierce, Jr.
Chief, Management & Disposal Branch
Real Estate Division

Enclosures

Copy Furnished:
OP-CO (Curry)
OP-CO (Perry)

**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.

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AUGUST 24, 1999**

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

25 August 1999

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] (b)(6)

[REDACTED] (b)(6)
Assistant Project Manager
Tennessee-Tombigbee Operations

Encl

VEDAW-UF-UU
ORIGINAL FILE COPY (ZUU) ENVIRONMENTAL QUALITY
x (385-10f) Real Estate Leases-Crow's Neck

Curry/Ib/Blount/25Aug99

**FINDINGS FROM ENVIRONMENTAL ASSESSMENT OF
CROWS NECK ENVIRONMENTAL EDUCATION CENTER
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NON



DEPARTMENT OF THE ARMY

**MOBILE DISTRICT, CORPS OF ENGINEERS
P. O. BOX 2288
MOBILE, ALABAMA 36628**

1 2 NOV RECD

REPLY TO
ATTENTION OF:

SAMEN-P

25 October 1982

Mr. Larry Otis
Executive Director
Tombigbee River Valley Water Management District
PO Box 915
Tupelo, Mississippi 38801

Dear Mr. Otis:

I am replying to your letters of 11 August 1982 to Colonel Tucker and me concerning the change in the policy on recreation development at our water projects.

The Administration is greatly concerned over current national economic conditions, high demand for the Federal dollar, and the increasing Federal budget. These factors have underscored the need for new policies. The new recreation cost-sharing policy reflects the Administration's philosophy of beneficiaries bearing a greater percentage of the costs of water projects and commitments to reduce Federal capital expenditures and future O&M costs. The policy sets forth cost-sharing requirements for projects authorized prior to 1965 to be consistent with those projects authorized since 1965 which fall under the provisions of the Federal Water Project Recreation Act of 1965, PL 89-72. Generally, the policy limits further Federal investment in recreation facility construction at Corps' projects to those cases where non-Federal sponsors agree to cost-share in the construction and operate and maintain the completed recreation facilities. Priority is to be given to those recreation facilities for which local interests agree to provide their share of first costs prior to construction.

For the older projects, the Assistant Secretary of the Army for Civil Works has indicated that the Corps should meet its commitment under any existing contract and should construct such recreation facilities as appear appropriate. Accordingly, we plan to proceed with construction of the Crow's Neck Environmental Education Center and the Plymouth Bluff Nature and Cultural Study Center in a manner that is consistent with our overall funding limitations for the Civil Works program. Agreements that provide for non-Federal operation and maintenance of those facilities were consummated in January 1980 and June 1981, respectively. The policy requires that remaining project initial recreation development not completed or under contract in Fiscal Year 1982 will have to be cost-shared.

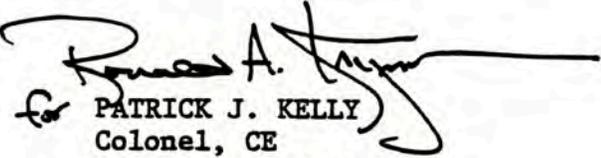
SAMEN-P
Mr. Larry Otis

25 October 1982

Since becoming District Engineer, I have been informed of the excellent spirit of cooperation and understanding which has existed between you, your Board of Directors, your staff and the numerous Corps employees involved in the planning, design and construction of the Waterway through the years. I hope that your Board will understand the need for this new policy and be amenable to meet with us to discuss options available for continued recreation development along the Waterway.

I look forward to working with you and your Board.

Sincerely,


for PATRICK J. KELLY
Colonel, CE
District Engineer



OP-R

DEPARTMENT OF THE ARMY
NASHVILLE DISTRICT, CORPS OF ENGINEERS
P. O. BOX 1070
NASHVILLE, TENNESSEE 37202

(1) ~~Burkett~~
(2) ~~SAMRE-M~~

1 9 NOV REC'D

IN REPLY REFER TO

ORNED-P

9 NOV 1982

Mr. Larry Otis, Executive Director
Tombigbee River Valley Water
Management District
City County Building
PO Box 915
Tupelo, MS 38801

Dear Mr. Otis:

Reference our lease covering some 530 acres of land for the Crows Neck Environmental Education Center on Bay Springs Lake, Tennessee-Tombigbee Waterway. Under the general conditions of this lease, the Corps of Engineers was to construct the Conservation-Education Center Complex, as set forth in Exhibit "C" of the lease, by 1 January 1983. Construction of the facilities has been rescheduled because of problems associated with policy changes. They are now programed to be started late in Calendar Year 1983 and be completed during 1986. We will proceed with completion of plans and specifications this month and they should be ready for review by you and the Consortium next spring. We will require a definite plan for operation and maintenance at that time (see my 9 April 1980 letter to Mr. Larry Dillard). We will also amend our lease then to reflect this new schedule.

The launching area at Crows Neck is currently under construction and will be complete next spring. This access to Bay Springs Lake is not in your leased area and will be operated and maintained by the Corps. The ramp is not an integral element of the environmental center.

We appreciate your cooperation on this project, and I will keep you informed of our progress on the design and construction of the Conservation-Education Center.

Sincerely,

E. C. MOORE
Chief, Engineering Division

CF:
Mrs. Hilda Hill, Director
North Mississippi Environmental
Education Consortium
Northeast Mississippi Junior College
Booneville, MS 38829

CF: 11-16-82
got OP-R ✓
EN-P (V. Halmer)



**DEPARTMENT OF THE ARMY
MOBILE DISTRICT, CORPS OF ENGINEERS
P.O. BOX 2288
MOBILE, ALABAMA 36628-0001**

February 23, 2005

**REPLY TO
ATTENTION OF:**

Civil Management Section
Real Estate Division

Mr. Jimmie D. Mills, P.E.
Executive Director
Tombigbee River Valley Water Management District
Post Office Box 616
Tupelo, Mississippi 38802

Dear Mr. Mills:

Please refer to the Department of the Army Lease No. DACW01-1-80-115, Crows Neck Environmental Education Center, to the Tombigbee River Valley Water Management District on Bay Springs Lake of the Tennessee-Tombigbee Waterway Project.

Pursuant to your request, the Government-owned and constructed facilities at Crows Neck Environmental Education Center, as listed on the attached DA FORM 337, are hereby donated to the lessee, Tombigbee River Valley Water Management District, in accordance with Federal Property Management Regulations and the approved Finding of Fact for Donation to a political subdivision of the State of Mississippi.

We are preparing a new proposed lease, No. DACW01-1-05-0016, to make the necessary change, and will make this letter, with attachment, an exhibit to the proposed new lease. The new lease should be forwarded to you for signature within 30 days after receipt of this letter.

This letter is provided in duplicate. Please sign both copies of the acceptance and return one copy to this office Attn: RE-MM. The acceptance is on the second page. Please contact David Coats of this office at (251) 694-3682 if you need further assistance in this matter.

Sincerely,

A handwritten signature in black ink that reads "Willie L. Patterson".

Willie L. Patterson
Chief, Real Estate Division

Copy Furnished:

- ✓OP-CO
- OP-CO, Bay Springs
- OP-M



DEPARTMENT OF THE ARMY
MOBILE DISTRICT, CORPS OF ENGINEERS
TENNESSEE-TOMBIGBEE PROJECT OFFICE
3606 WEST PLYMOUTH ROAD
COLUMBUS, MISSISSIPPI 39701-9504

October 15, 2004

REPLY TO
ATTENTION OF:

Operations Management

Mr. Jimmy Mills
Tombigbee River Valley Water Management District
P. O. Box 616
Tupelo, MS 38802

Dear Mr. Mills:

Our District Engineer, Colonel Taylor, recently concurred with our recommendation to give the buildings at Crow's Neck Environmental Education Center to the Tombigbee River Valley Water Management District. Our Mobile District Real Estate Office has determined that we must now acquire the approval of the Government Services Administration and the South Atlantic Division Engineer. They are preparing a request for those approvals.

If you have any questions, please feel free to call us at 662-327-2142.

Sincerely,

Rickey L. Saucer
Operations Manager

Pages 176 through 188 redacted for the following reasons:

(b) (5)



STATE OF MISSISSIPPI

Tombigbee River Valley Water Management District

February 25, 2002

**Mr. Al Wise
Project Manager, Operations Division
Columbus Area Office
Corps of Engineers
3606 W. Plymouth Road
Columbus, MS 39701-9504**

Dear Mr. Wise:

Please find enclosed an original and one copy of an agreement between the North Mississippi Environmental Education Consortium, the Tombigbee River Valley Water Management District and the Northeast Mississippi Community College for gradual withdrawal of the Consortium and for full assumption by Northeast Mississippi Community College of the Crow's Neck Environmental Education Center in Tishomingo County, Mississippi.

Since this Northeast Agreement is subject to approval by the U. S. Army Corps of Engineers, we would appreciate your review and approval of subject agreement at your earliest convenience. The Northeast Mississippi Community College is ready and willing to go forward with this endeavor, therefore, the execution by the Corps of both documents would be appreciated. Please return one executed copy to my office for my records.

Thank you for your assistance and cooperation.

Sincerely,


**Jimmie D. Mills, P. E.
Acting Executive Director**

Enclosures (2)

AGREEMENT FOR GRADUAL WITHDRAWAL OF CONSORTIUM AND FOR FULL ASSUMPTION BY NORTHEAST MISSISSIPPI COMMUNITY COLLEGE

This Agreement for Gradual Withdrawal of Consortium and for Full Assumption by Northeast Mississippi Community College (hereinafter "Northeast Agreement") made on this the 25th day of February, 2002, by, between, and among the North Mississippi Environmental Education Consortium a non-profit Mississippi corporation (hereinafter "Consortium"), the Tombigbee River Valley Water Management District an agency of the State of Mississippi (hereinafter "District"), and Northeast Mississippi Community College an agency of the State of Mississippi (hereinafter "Northeast"), and with this Northeast Agreement being subject to the approval by the United States Department of the Army, by and through the United States Army Corps of Engineers, (hereinafter "United States Army Corps of Engineers"), whose signature shall appear herein below upon approval.

WITNESSETH

WHEREAS, on August 15, 1979, the Tombigbee River Valley Water Management District ("District") signed a contract with the United States Department of the Army, by and through the United States Army Corps of Engineers, ("United States Army Corps of Engineers") being a Lease for Conservation-Education Center and Recreation Purposes Bay Springs Lake Project Area being Contract No. DACW01-1-80-115 (hereinafter "Lease") which the United States Department of the Army, by and through the U. S. Army Corps of Engineers, ("United States Army Corps of Engineers"), signed on January 28, 1980. Said Lease covers 530 acres of land, more or less, together with buildings, structures, roads, and other improvements thereto located in the Crow's Neck area of the Tennessee-Tombigbee Waterway area in Tishomingo County, Mississippi (hereinafter "subject property" or "Project"), and a true and correct copy of said Lease is attached hereto as Exhibit "A";

WHEREAS, on July 2, 1980, the North Mississippi Environmental Education Consortium ("Consortium") and the Tombigbee River Valley Water Management District ("District") executed an Agreement (hereinafter "Sub-Lease") for the Consortium to assume and to perform the obligations of District to the United States Army Corps of Engineers arising out of said Lease with said Sub-

Lease having been approved by the United States Army Corps of Engineers, and a true and correct copy of said Sub-Lease is attached hereto as Exhibit "B";

WHEREAS, in 1994, the District and the United States Army Corps of Engineers, pursuant to the provisions of the Lease, executed a Supplemental Agreement No: 1 to the aforesaid Lease to change the commencement date of said Lease from January 1, 1980 to January 1, 1992 and to extend the expiration date of said Lease from December 31, 2029 to December 31, 2041, and the Consortium and Northeast are aware of said Supplemental Agreement No: 1, and a true and correct copy of said Supplemental Agreement No: 1 is attached hereto as Exhibit "C";

WHEREAS, the Consortium, the District, and Northeast all concur in the opinion that the long term interests of the subject property, the purposes of the subject property, and the public's use and enjoyment of the subject property would be better served by having Northeast as the sole responsible party to manage the subject property and to report to the District and to the United States Army Corps of Engineers under the aforesaid Lease and the aforesaid Supplemental Agreement No: 1;

WHEREAS, Northeast desires to develop, promote, operate, and maintain the subject property for environmental education, conferences, and related endeavors for the use and benefit of the public and to use the subject 530 acres of land, more or less, together with buildings, structures, roads, and other improvements thereto;

WHEREAS, it is the intention of the parties that the aforesaid July 2, 1980 Sub-Lease between the Consortium and the District shall be replaced by and be superseded by this Northeast Agreement at such time as the transfer of obligations and duties herein is made from the Consortium to Northeast, but this transition with the transfer of obligations and of duties shall occur no later than June 30, 2002; and

WHEREAS, following the aforesaid transfer of obligations and duties herein from the Consortium to Northeast in the manner as provided herein below, the aforesaid July 2, 1980 Sub-Lease between the Consortium and District shall be deemed null and void and of no further effect wherein the Consortium shall no longer have any rights, duties, or responsibilities herein, and this Northeast Agreement shall be and shall constitute the agreement and understanding between the District and Northeast regarding the subject property.

THEREFORE, for and in consideration of the premises, the parties involved do mutually agree upon the following terms and conditions.

A. The aforesaid July 2, 1980 Sub-Lease between the Consortium and the District shall remain in full force and effect during the following transition period, and all of said events described herein below in this sub-part A. shall be completed and finalized no later than June 30, 2002:

1. The Consortium shall continue with all of its rights, duties, and obligations under the Sub-Lease but the Consortium shall work with Northeast in an orderly and business like manner in order to transfer all of the rights, duties, and obligations regarding the subject property to Northeast. During this transition period, the Consortium shall have all of the rights, duties, and obligations to the District and to the United States Army Corps of Engineers as set forth in the aforesaid Sub-Lease;
2. Northeast agrees to work with the Consortium to expedite as soon as practicable a turnover and orderly transition from the Consortium to Northeast of all matters regarding the subject property;
3. Once the Consortium and Northeast have finalized and concluded the aforesaid turnover and transition of all rights, duties, and obligations regarding the subject property to Northeast, the Consortium and Northeast shall notify, by a jointly executed letter ("Notification Letter"), both the District and the United States Army Corps of Engineers at the following addresses:

Tombigbee River Valley Water Management District
Attn: Mr. Jimmie Mills
Acting Executive Director and Engineer
P. O. Box 616
Tupelo MS 38802

Mobile District, Corps of Engineers
Attn: Mr. Tommie E. Pierce, Jr.
Chief, Management and Disposal Branch
Real Estate Division
P. O. Box 2288
Mobile, AL 36628-0001

4. When the aforesaid Notification Letter is sent to the District and to the United States Army Corps of Engineers, the aforesaid July 2, 1980 Sub-Lease between the Consortium and the District shall be deemed null and void and of no further validity, and the Consortium shall not have any further rights, duties, and obligations regarding the subject property. Likewise, when the aforesaid Notification Letter is sent to the District and to the United States Army Corps of Engineers, Northeast shall have the

primary use and possession of the subject property with all of the rights, duties, and obligations regarding the subject property as outlined in the original Lease between the United States Army Corps of Engineers and the District, as described in said Lease being Exhibit A hereto, and as outlined in Supplemental Agreement No: 1 being Exhibit C hereto but only for a term of ten (10) years as provided in sub-part C.- 7. herein below. Furthermore, from and after said time, Northeast shall have the rights, duties, and obligations as set forth herein in this Northeast Agreement regarding the complete operation and management of the subject property but only for a term of ten (10) years as provided in sub-part C.- 7. herein below; and

5. All of the aforesaid matters including, but not limited to, the sending of the aforesaid Notification Letter along with the complete transfer by the Consortium and with the full assumption by Northeast of all obligations and duties with regard to the subject property shall be completed no later than June 30, 2002.

In consideration of the premises herein and of the prior monetary contributions by the District to the Consortium, the District, the Consortium, and Northeast acknowledge that the District has paid its total commitment of \$450,000.00 to the Consortium for the Project, and the District, the Consortium, and Northeast recognize and acknowledge that the District does not have any further financial obligations to the Consortium, to Northeast, to the Project, or to the other members of the Consortium arising out of the Sub-Lease and the Project except as to the amount which the District has specifically agreed to contribute as provided in sub-part C. - 6 herein below.

- B. Any notices which may be given or which are required to be given by any of the parties to the other shall be given to the following:

Northeast Mississippi Community College
Attn: Dr. Charles Chance
President
Cunningham Blvd.
Booneville, MS 38829

North Mississippi Environmental Education Consortium
Attn: Dr. Charles Harrison
President
C/O University of MS Advanced Education Center
1918 Briar Ridge Road
Tupelo, MS 38804

Tombigbee River Valley Water Management District
Attn: Mr. Jimmie Mills
Acting Executive Director and Engineer
P. O. Box 616
Tupelo MS 38802

Mobile District, Corps of Engineers
Attn: Mr. Tommie E. Pierce, Jr.
Chief, Management and Disposal Branch
Real Estate Division
P. O. Box 2288
Mobile, AL 36628-0001

- C. From and after the aforesaid Notification Letter, the District and Northeast agree as follows:
1. For a term of ten (10) years as provided in sub-part C.- 7. herein below, Northeast shall have primary use of and responsibility for the purposes consistent with its endeavors the subject property being the Project herein, consisting of the 530 acres of land, more or less, together with all buildings, structures, roads, and other improvements thereto located in the Crow's Neck area of the Tennessee-Tombigbee Waterway area in Tishomingo County, Mississippi, as more particularly described by Exhibit "A" attached hereto and made a part hereof being the original Lease.
 2. The United States (United States Army Corps of Engineers) and the District shall continue to have full and free access to all of the area for purposes consistent with its purposes including, but not limited to, the right of inspecting the condition of and the operations of the subject property.
 3. Northeast shall, in the use of the aforesaid land, adhere to and abide by all conditions imposed upon the Lease No. DACW01-1-80-115, a copy of which is marked Exhibit "A" and attached hereto, and incorporated herein by reference. The subject property can only be used for the public purposes so stated, and Northeast shall not take any action or perform any activities with regard to the subject property which would in any way deprive the public from the use and benefit of the Project for the purposes so intended.
 4. District shall not be responsible for damages to property or injuries to persons which may arise from, or be incident to, the exercise of the obligations and privileges granted to Northeast, or for damages to property or injuries to the person of the officers, agents, servants, or employees of Northeast, or others who may be on said premises at their invitation or the invitation of any one of them.
 5. Northeast and the District agree to be solely responsible for their own respective

negligent acts, whether of omission or commission, arising out of the subject land, the Project, and under this agreement.

6. The District agrees to cooperate with Northeast in all matters dealing with environmental education to the extent that the District is so able and willing. Furthermore, the District agrees to match any financial contributions made by Northeast to the Project with the understanding and agreement that the District's aforesaid obligation is limited to the sum of Twenty Five Thousand Dollars (\$25,000.00) per year for each of the initial three (3) years of the ten (10) year lease term. Therefore, the District's maximum financial obligation during the entire ten (10) year lease term is the total sum of Seventy Five Thousand Dollars (\$75,000.00). Other than the aforesaid specific, limited financial obligation of the District and other than the District allowing Northeast the peaceful use and possession of the subject property for the purposes intended, the District shall have no other financial obligation or any other obligation whatsoever to Northeast arising out of the subject property, the Project, or of this agreement.
7. Northeast covenants and agrees that it will faithfully perform and execute all of the duties and obligations of the District to the United States Army Corps of Engineers arising out of Lease No. DACW01-1-80-115, a copy of which is marked Exhibit "A" and attached hereto and incorporated herein by reference, and will do so for a term of ten (10) years from and after the date of the aforesaid Notification Letter, concerning the subject property and the Project and for the purposes so intended including, but not limited to, providing any necessary funding with the understanding that the District will contribute the amount so stated in sub-part C. - 6. above. It is the intention of the District and of Northeast that Northeast shall fully perform all of the duties, obligations, and responsibilities concerning the subject property for a term of ten (10) years from and after the date of the aforesaid Notification Letter, and as between the District and Northeast, the District shall no longer have any duties, obligations, or responsibilities concerning the subject property during said ten (10) year term except as otherwise stated herein. However, the District reserves the right, if it so desires, to take any reasonable and necessary steps to assure that Northeast is complying with both this Northeast Agreement and with the original, underlying Lease. At the end of the aforesaid ten (10) year lease term, this Northeast Agreement shall cease and terminate unless the parties by mutual agreement extend, modify, or otherwise renew this Northeast Agreement in writing upon such terms and conditions as the parties may agree.
8. Northeast shall operate and maintain the Project in accordance with all applicable federal, state, and local laws.
9. Northeast agrees, in its operation of the facilities on the subject land, to comply fully with Title VI of the Civil Rights Act of 1964, Executive Order 11246, and, as

applicable to educational programs, Title IX of the Education Amendments of 1972.

10. Northeast agrees to carry liability insurance of the benefit of the public generally with a minimum coverage of \$ 1,000,000.00 (One Million Dollars) for each claim and a minimum aggregate coverage for each accident as to bodily injury or death and a minimum coverage of \$500,000.00 (1/2 Million Dollars) for each claim and a minimum aggregate coverage for each accident as to any property damage, and the District shall be shown and listed as an additional insured under said policy.
11. Northeast is responsible for the upkeep and maintenance of all buildings, structures, roads, and all other improvements, for the operation and maintenance of the sewage/lagoon facilities as well as acquiring any and all necessary health and safety permits of whatever nature, and for acquiring and complying with any other health and safety permits and regulations, and for doing whatever is necessary for the maintenance and preservation of all buildings, structures, roads, and all other improvements.
12. Northeast is otherwise responsible for the management of the subject property being Project herein, and drawing up of the management plan, obtaining approval of fees, and all those things necessary and incidental in furtherance of its proposed endeavors, of the premises and the buildings and improvements on said premises. Northeast shall furnish to the District copies of all reports, requests, plans of operations, development, and/or maintenance, and other documents furnished to the United States Army Corps of Engineers by Northeast under Paragraph 2 and its sub-parts of the original underlying Lease, along with any requests by Northeast for any additions, modifications, or changes to any buildings or improvements, at the time same are furnished to the United States Army Corps of Engineers along with copies of any requests, replies, and any other documents that Northeast receives from the United States Army Corps of Engineers regarding same at the time of receipt from the United States Army Corps of Engineers.
13. Northeast agrees to insure said buildings for fire, windstorm, and other hazards and casualty insurance coverage with such limits as are adequate for the protection of and to replace said buildings and improvements with a loss payee clause in favor of the District and the United States Army Corps of Engineers.
14. Northeast shall return said buildings and other improvements at termination of this agreement in as good a condition as same now exist.
15. Northeast may make no alterations to said existing buildings and other improvements and shall cut no timber or substantially change the contour or condition of the premises without the prior written approval of the United States Army Corps of Engineers, and Northeast may make no additions to the existing buildings and other

improvements nor add or construct any new buildings and other improvements without the prior written approval of the United States Army Corps of Engineers.

16. Northeast agrees to utilize in every respect the aforesaid land assigned to it in this agreement in such manner as to afford maximum ecological protection and environmental education, the herein described land, consistent with the mutual objective of the parties and of the United States Army Corps of Engineers.
17. Northeast agrees that all of its rights and privileges as well as all of its obligations regarding the subject property being the Project herein may not be sub-leased, assigned, delegated, mortgaged, pledged, or transferred in any way by Northeast without the approval of the District and the United States Army Corps of Engineers, and that any sub-lessee or any other such assignee shall be aware of and abide by the terms of the principal Lease.

This Northeast Agreement is in conformity with Lease No. DACWO1-1-80-115 between the Secretary of the Army and the Tombigbee River Valley Water Management District. The above Northeast Agreement is hereby acknowledged and consented to subject to the aforementioned Lease No. DACWO1-1-80-115.

Donald L. Burchett
Chief, Real Estate Division
U. S. Army Engineer District, Mobile

The above Agreement for Gradual Withdrawal of Consortium and for Full Assumption by Northeast Mississippi Community College, together with the provisions and conditions thereof, is hereby accepted on this the 25th day of February, 2002.

DISTRICT

Tombigbee River Valley
Water Management District

by: Peggy N. Jolly
Peggy Jolly, President

Attest: Ann Berryhill
Ann Berryhill, Secretary

CONSORTIUM

North Mississippi Environmental
Education Consortium

by: Charles Harrison
Dr. Charles Harrison, President

Attest: Wayne Sullivan
Wayne Sullivan, Secretary

NORTHEAST

Northeast Mississippi Community College

by: *Charles Chance*
Dr. Charles Chance, President

Attest: *Joan Samely*
Board of Trustees Secretary

CERTIFICATE

I, *Wayne Sullivan*, Secretary of North Mississippi Environmental Education Consortium and official custodian of the records and proceedings of North Mississippi Environmental Education Consortium hereby certify that the execution of the aforesaid Agreement for Gradual Withdrawal of Consortium and for Full Assumption by Northeast Mississippi Community College was properly authorized by resolution of the Board of Directors of the North Mississippi Environmental Education Consortium and that a true and correct copy of said resolution is attached hereto.

This the 25th day of February, 2002

Wayne Sullivan
Secretary of North Mississippi
Environmental Education Consortium

(S E A L)

CERTIFICATE

I, *Ann Beatty*, Secretary for the Tombigbee River Valley Water Management District, and official custodian of the records and proceedings of the said District

hereby certify that the execution of the foregoing Agreement for Gradual Withdrawal of Consortium and for Full Assumption by Northeast Mississippi Community College was properly authorized by resolution of said District and that said resolution is now of record in Minute Book XXXVIII, Page 38-13, of the records of said District. Vol-I

This the 13th day of February, 2002

Ann Benhisee
Secretary of Tombigbee River Valley
Water Management District

(S E A L)

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 28, 2003
BONDED THRU STEGALL NOTARY SERVICE

CERTIFICATE

I, Jack Ramsey, Secretary for Northeast Mississippi Community College, and official custodian of the records and proceedings of the said District hereby certify that the execution of the foregoing Agreement for Gradual Withdrawal of Consortium and for Full Assumption by Northeast Mississippi Community College was properly authorized by resolution of said Northeast Mississippi Community College and that said resolution is now of record in Minute Book _____, Page 2520, of the records of said Northeast Mississippi Community College.

This the 19th day of February, 2002

Jack Ramsey
Secretary of Northeast Mississippi
Community College

(S E A L)

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. [Signature]*
Dist. Dir. (Title)*

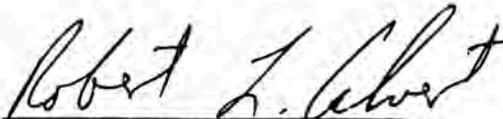
*(President, Chairman of Board, or Comparable Authorized Official)

EXHIBIT "D"

IN WITNESS WHEREOF I have hereunto set my hand this the _____ day of _____
197 .

The above instrument, together with the provisions and conditions thereof,
is hereby accepted this the _____ day of _____ 197 .


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

AGREEMENT

This AGREEMENT made this 2nd day of July, A.D., 1980, by and between TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT, an agency of the State of Mississippi, by and through it's Board of Directors, hereinafter referred to as Party of the First Part, and NORTH MISSISSIPPI ENVIRONMENTAL EDUCATION CONSORTIUM, a Mississippi Corporation organized and existing under the laws of the State of Mississippi, hereinafter referred to as Party of the Second Part.

W I T N E S S E T H :

WHEREAS, by Lease No. DACW01-1-80-115, dated the 28th day of January, 1980, the Secretary of the Army granted unto the Tombigbee River Valley Water Management District, an agency of the State of Mississippi, a Lease to use and occupy approximately 530 acres of land, more or less, located in the Crow's Neck Area of the Tennessee-Tombigbee Waterway Area located in Tishomingo County, Mississippi, for the purpose of developing, operating, and managing educational, recreational, and group camp facilities and other organizations sponsored or approved by the Tombigbee River Valley Water Management District; said Lease being for a term of fifty (50) years, commencing on the 1st day of January, 1980, and ending on the 31st day of December, 2029, subject to the conditions and obligations as provided therein; and

WHEREAS, the Party of the Second Part desires to develop and promote environmental education and related endeavors and to use the aforesaid 530 acres of land, more or less, for such purposes; and

WHEREAS, the Party of the First Part has determined that such use of land is consistent with the purposes for which they obtained lease to the 530 acres of land, more or less.

THEREFORE, for and in consideration of the premises, the parties involved do mutually agree upon the following terms and conditions.



1. The Party of the Second Part shall have primary use of and responsibility for and for the purposes consistent with its endeavors, the 530 acres of land, more or less. (As more particularly described by Exhibit "A" attached hereto and made a part hereof).
2. The United States shall continue to have full and free access to all of the area for purposes consistent with its purposes.
3. The Party of the Second Part shall, in the use of the aforesaid land, adhere to and abide by all conditions imposed upon the Lease No. DACWO1-1-80-115, a copy of which is marked Exhibit "B" and attached hereto, and incorporated herein by reference.
4. The Party of the Second Part shall hereby be allowed access to required utilities for such facilities as may be developed at or near the area for which the Party of the First Part is held responsible.
5. The Party of the First Part shall not be responsible for damages to property or injuries to persons which may arise, or be incident to, the exercise of the privileges granted to the Party of the Second Part, or for damages to property or injuries to the person of the officers, agents, servants, or employees of the Party of the Second Part, or others who may be on said premises at their invitation or the invitation of any one of them.
6. The Party of the Second Part shall not be responsible for damages to the property or injuries to the person of the officers, agents, servants, or employees of the Party of the First Part, or others who may be on said premises at their invitation or the invitation of any one of them.
7. The Party of the First Part agrees to cooperate with the Party of the Second Part in all matters dealing with environmental education. The Party of the Second Part agrees to work with the Party of the First Part in those areas consistent with the purposes of the Party of the Second Part.
8. The Party of the Second Part agrees, in its operation of the facilities on the aforesaid land, to comply fully with Title VI of the Civil Rights Act of 1964, Executive Order 11246, and, as applicable to educational programs, Title IX of the Education Amendments of 1972.
9. The Party of the Second Part agrees to carry liability insurance for the benefit of the public generally with a minimum coverage of \$150-300-50 for each claim and a minimum aggregate coverage for each accident.

10. The Party of the Second Part is responsible for the upkeep, maintenance, management, and drawing up of the management plan, obtaining approval of fees, and all those things necessary and incidental in furtherance of its proposed endeavors, of the premises and the buildings on said premises and agrees to insure said buildings for fire and windstorm coverage with such limits as are adequate for the protection of said buildings with a loss payee clause in favor of the Party of the First Part and the United States Army Corps of Engineers.

11. The Party of the Second Part agrees to utilize in every respect the aforesaid land assigned to it in this agreement in such manner as to afford maximum ecological protection and environmental education, the herein described land, consistent with the mutual objectives of the two parties.

12. The Party of the Second Part agrees that it will not sublease any of the herein described property without the approval of the Party of the First Part and the United States Army Corps of Engineers, and that any sublessee shall be aware of and abide by the terms of the principal lease.

This AGREEMENT is in conformity with Lease No. DACWO 1-1-80-115 between the Secretary of the Army and the Tombigbee River Valley Water Management District. The above AGREEMENT is hereby approved subject to the aforementioned Lease No. DACWO 1-1-80-115.

Charles B. Boyd
REAL ESTATE DIVISION
DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS

The above instrument, together with the provisions and conditions thereof, is hereby accepted this 7 day of July, A.D., 1980.

TOMBIGBEE RIVER VALLEY WATER
MANAGEMENT DISTRICT
Charlene H. Hattler
CHARLENE HUPFSTÄTLER, PRESIDENT

NORTH MISSISSIPPI
ENVIRONMENTAL EDUCATION
CONSORTIUM
BY ITS PRESIDENT

Larry Dillard
LARRY DILLARD, MANAGING
DIRECTOR
ATTEST:

W.O. Benjamin

Robert L. Calvert
ROBERT L. CALVERT, SECRETARY

ATTEST:
Sharon S. Jones
SECRETARY

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:

1/29/80
Yand
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: Tommy M. Gullett
Rev. Exec. Dir. (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.

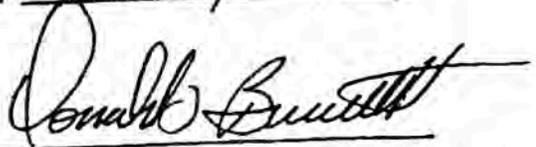
NOW THEREFORE, in consideration of the premises and the mutual benefits to be derived, the parties thereto do mutually agree that Lease No. DACW01-1-80-115, Bay Springs Lake, Mississippi, (also known as Bay Springs Project Area) is hereby amended as follows:

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 Burchett Ave.

Mobile, AL 36680
Address

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 $X=666,246.13$, $Y=1,798,433.39$ 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

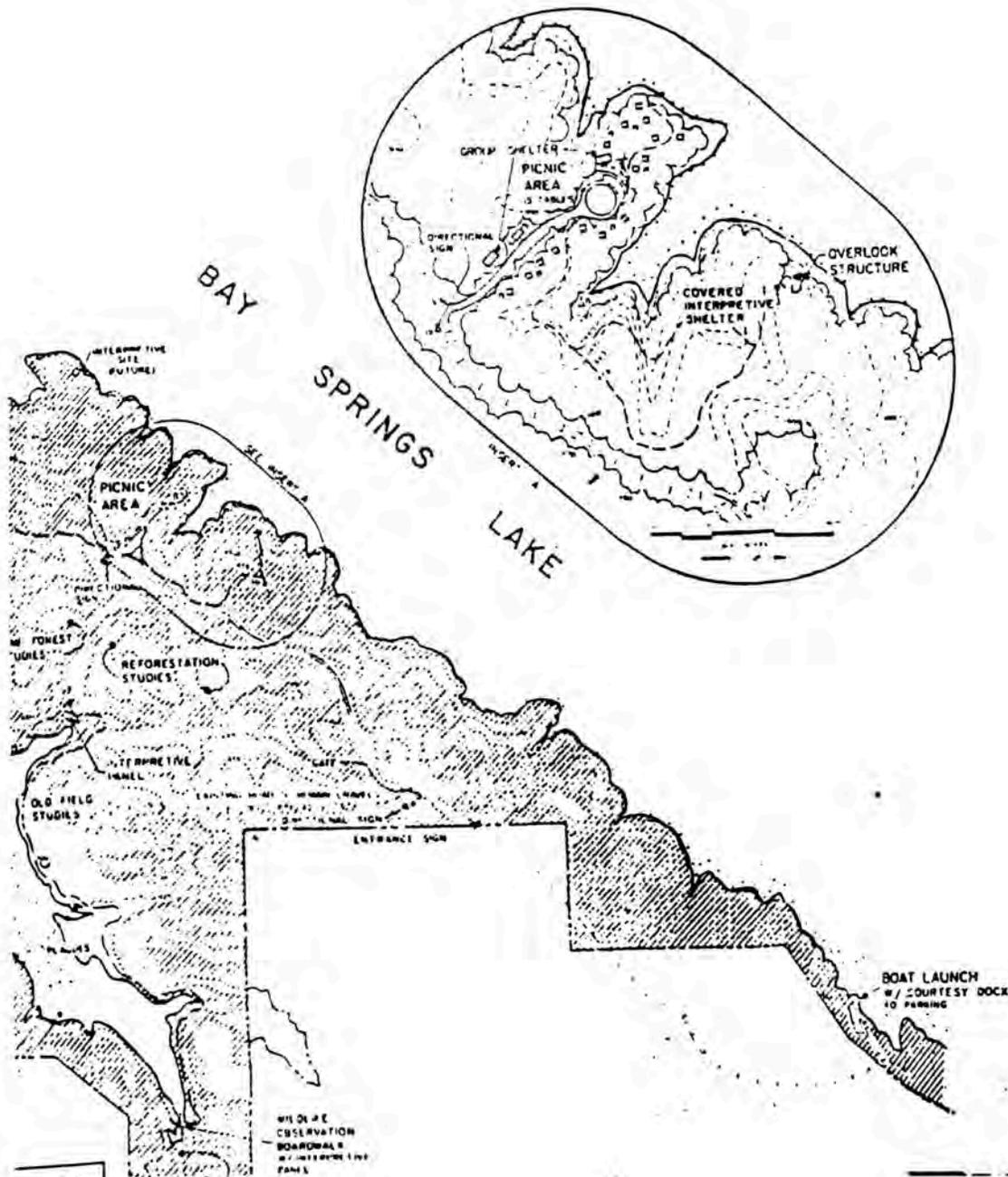


EXHIBIT C

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

0 500 1000
 FEET

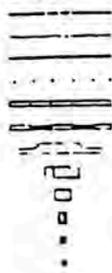
U. S. ARMY ENGINEER DISTRICT, NASHVILLE

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 IN ACCORDANCE WITH: _____
 SCALE: _____

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

Hensley-Schmidt, Consultants

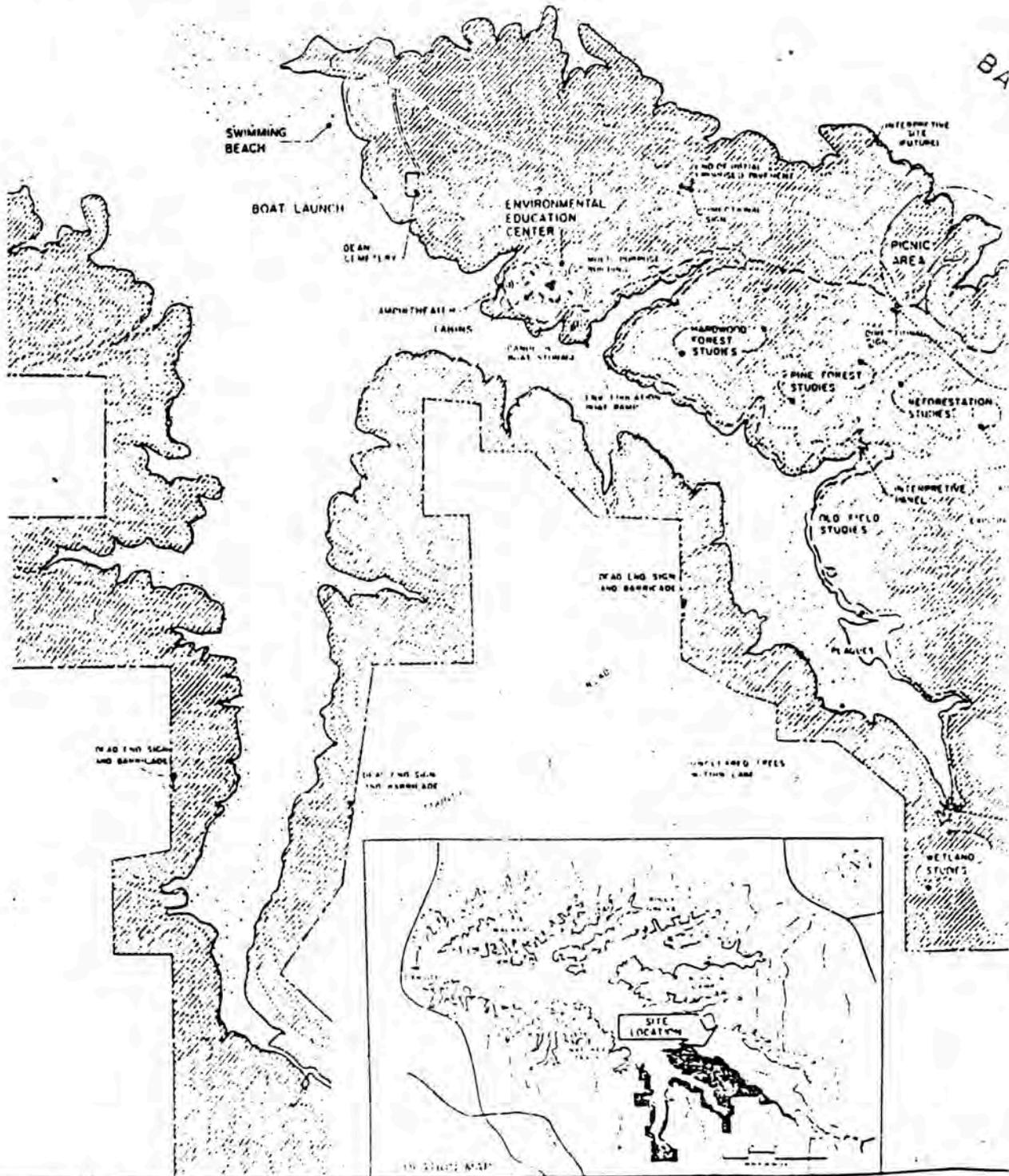
LEGEND



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
 MIXING TRAIL - UNPAVED
 UNCLEARED TREES WITHIN LAKE
 EXISTING CONTOUR
 INITIAL DEVELOPMENT
 FUTURE DEVELOPMENT



BA

TENN-TOM WATERWAY
PROJECT MGMT. OFFICE
ITEM RECEIVED

2002 MAR 11 PM 12:40

March 5, 2002

Civil Management Section
Real Estate Division

Tombigbee River Valley Water Management District
Attn: Mr. Jimmie Mills
Acting Executive Director and Engineer
Post Office Box 616
Tupelo, Mississippi 38802

Dear Mr. Mills

Enclosed is an executed copy of the Northeast Agreement approving Northeast Mississippi Community College as the sub-lessee of Tombigbee River Valley Water Management District to Lease DACW01-1-80-0115, Bay Springs Lake, Tennessee-Tombigbee Waterway.

If we can be of further assistance in this matter, please contact Mr. David Coats of this office at 251-694-3682.

Sincerely,

Tommie E. Pierce, Jr.
Chief, Management & Disposal
Branch
Real Estate Division

Enclosure

Copy Furnished:

OP-CO

OP-CO (Perry)

OP

AGREEMENT FOR GRADUAL WITHDRAWAL OF CONSORTIUM AND FOR FULL ASSUMPTION BY NORTHEAST MISSISSIPPI COMMUNITY COLLEGE

This Agreement for Gradual Withdrawal of Consortium and for Full Assumption by Northeast Mississippi Community College (hereinafter "Northeast Agreement") made on this the 25th day of February, 2002, by, between, and among the North Mississippi Environmental Education Consortium a non-profit Mississippi corporation (hereinafter "Consortium"), the Tombigbee River Valley Water Management District an agency of the State of Mississippi (hereinafter "District"), and Northeast Mississippi Community College an agency of the State of Mississippi (hereinafter "Northeast"), and with this Northeast Agreement being subject to the approval by the United States Department of the Army, by and through the United States Army Corps of Engineers, (hereinafter "United States Army Corps of Engineers"), whose signature shall appear herein below upon approval.

WITNESSETH

WHEREAS, on August 15, 1979, the Tombigbee River Valley Water Management District ("District") signed a contract with the United States Department of the Army, by and through the United States Army Corps of Engineers, ("United States Army Corps of Engineers") being a Lease for Conservation-Education Center and Recreation Purposes Bay Springs Lake Project Area being Contract No. DACW01-1-80-115 (hereinafter "Lease") which the United States Department of the Army, by and through the U. S. Army Corps of Engineers, ("United States Army Corps of Engineers"), signed on January 28, 1980. Said Lease covers 530 acres of land, more or less, together with buildings, structures, roads, and other improvements thereto located in the Crow's Neck area of the Tennessee-Tombigbee Waterway area in Tishomingo County, Mississippi (hereinafter "subject property" or "Project"), and a true and correct copy of said Lease is attached hereto as Exhibit "A";

WHEREAS, on July 2, 1980, the North Mississippi Environmental Education Consortium ("Consortium") and the Tombigbee River Valley Water Management District ("District") executed an Agreement (hereinafter "Sub-Lease") for the Consortium to assume and to perform the obligations of District to the United States Army Corps of Engineers arising out of said Lease with said Sub-

Lease having been approved by the United States Army Corps of Engineers, and a true and correct copy of said Sub-Lease is attached hereto as Exhibit "B";

WHEREAS, in 1994, the District and the United States Army Corps of Engineers, pursuant to the provisions of the Lease, executed a Supplemental Agreement No: 1 to the aforesaid Lease to change the commencement date of said Lease from January 1, 1980 to January 1, 1992 and to extend the expiration date of said Lease from December 31, 2029 to December 31, 2041, and the Consortium and Northeast are aware of said Supplemental Agreement No: 1, and a true and correct copy of said Supplemental Agreement No: 1 is attached hereto as Exhibit "C";

WHEREAS, the Consortium, the District, and Northeast all concur in the opinion that the long term interests of the subject property, the purposes of the subject property, and the public's use and enjoyment of the subject property would be better served by having Northeast as the sole responsible party to manage the subject property and to report to the District and to the United States Army Corps of Engineers under the aforesaid Lease and the aforesaid Supplemental Agreement No: 1;

WHEREAS, Northeast desires to develop, promote, operate, and maintain the subject property for environmental education, conferences, and related endeavors for the use and benefit of the public and to use the subject 530 acres of land, more or less, together with buildings, structures, roads, and other improvements thereto;

WHEREAS, it is the intention of the parties that the aforesaid July 2, 1980 Sub-Lease between the Consortium and the District shall be replaced by and be superseded by this Northeast Agreement at such time as the transfer of obligations and duties herein is made from the Consortium to Northeast, but this transition with the transfer of obligations and of duties shall occur no later than June 30, 2002; and

WHEREAS, following the aforesaid transfer of obligations and duties herein from the Consortium to Northeast in the manner as provided herein below, the aforesaid July 2, 1980 Sub-Lease between the Consortium and District shall be deemed null and void and of no further effect wherein the Consortium shall no longer have any rights, duties, or responsibilities herein, and this Northeast Agreement shall be and shall constitute the agreement and understanding between the District and Northeast regarding the subject property.

THEREFORE, for and in consideration of the premises, the parties involved do mutually agree upon the following terms and conditions.

A. The aforesaid July 2, 1980 Sub-Lease between the Consortium and the District shall remain in full force and effect during the following transition period, and all of said events described herein below in this sub-part A. shall be completed and finalized no later than June 30, 2002:

1. The Consortium shall continue with all of its rights, duties, and obligations under the Sub-Lease but the Consortium shall work with Northeast in an orderly and business like manner in order to transfer all of the rights, duties, and obligations regarding the subject property to Northeast. During this transition period, the Consortium shall have all of the rights, duties, and obligations to the District and to the United States Army Corps of Engineers as set forth in the aforesaid Sub-Lease;
2. Northeast agrees to work with the Consortium to expedite as soon as practicable a turnover and orderly transition from the Consortium to Northeast of all matters regarding the subject property;
3. Once the Consortium and Northeast have finalized and concluded the aforesaid turnover and transition of all rights, duties, and obligations regarding the subject property to Northeast, the Consortium and Northeast shall notify, by a jointly executed letter ("Notification Letter"), both the District and the United States Army Corps of Engineers at the following addresses:

Tombigbee River Valley Water Management District
Attn: Mr. Jimmie Mills
Acting Executive Director and Engineer
P. O. Box 616
Tupelo MS 38802

Mobile District, Corps of Engineers
Attn: Mr. Tommie E. Pierce, Jr.
Chief, Management and Disposal Branch
Real Estate Division
P. O. Box 2288
Mobile, AL 36628-0001

4. When the aforesaid Notification Letter is sent to the District and to the United States Army Corps of Engineers, the aforesaid July 2, 1980 Sub-Lease between the Consortium and the District shall be deemed null and void and of no further validity, and the Consortium shall not have any further rights, duties, and obligations regarding the subject property. Likewise, when the aforesaid Notification Letter is sent to the District and to the United States Army Corps of Engineers, Northeast shall have the

primary use and possession of the subject property with all of the rights, duties, and obligations regarding the subject property as outlined in the original Lease between the United States Army Corps of Engineers and the District, as described in said Lease being Exhibit A hereto, and as outlined in Supplemental Agreement No: 1 being Exhibit C hereto but only for a term of ten (10) years as provided in sub-part C.- 7. herein below. Furthermore, from and after said time, Northeast shall have the rights, duties, and obligations as set forth herein in this Northeast Agreement regarding the complete operation and management of the subject property but only for a term of ten (10) years as provided in sub-part C.- 7. herein below; and

5. All of the aforesaid matters including, but not limited to, the sending of the aforesaid Notification Letter along with the complete transfer by the Consortium and with the full assumption by Northeast of all obligations and duties with regard to the subject property shall be completed no later than June 30, 2002.

In consideration of the premises herein and of the prior monetary contributions by the District to the Consortium, the District, the Consortium, and Northeast acknowledge that the District has paid its total commitment of \$450,000.00 to the Consortium for the Project, and the District, the Consortium, and Northeast recognize and acknowledge that the District does not have any further financial obligations to the Consortium, to Northeast, to the Project, or to the other members of the Consortium arising out of the Sub-Lease and the Project except as to the amount which the District has specifically agreed to contribute as provided in sub-part C. - 6 herein below.

- B. Any notices which may be given or which are required to be given by any of the parties to the other shall be given to the following:

Northeast Mississippi Community College
Attn: Dr. Charles Chance
President
Cunningham Blvd.
Booneville, MS 38829

North Mississippi Environmental Education Consortium
Attn: Dr. Charles Harrison
President
C/O University of MS Advanced Education Center
1918 Briar Ridge Road
Tupelo, MS 38804

Tombigbee River Valley Water Management District
Attn: Mr. Jimmie Mills
Acting Executive Director and Engineer
P. O. Box 616
Tupelo MS 38802

Mobile District, Corps of Engineers
Attn: Mr. Tommie E. Pierce, Jr.
Chief, Management and Disposal Branch
Real Estate Division
P. O. Box 2288
Mobile, AL 36628-0001

- C. From and after the aforesaid Notification Letter, the District and Northeast agree as follows:
1. For a term of ten (10) years as provided in sub-part C.- 7. herein below, Northeast shall have primary use of and responsibility for the purposes consistent with its endeavors the subject property being the Project herein, consisting of the 530 acres of land, more or less, together with all buildings, structures, roads, and other improvements thereto located in the Crow's Neck area of the Tennessee-Tombigbee Waterway area in Tishomingo County, Mississippi, as more particularly described by Exhibit "A" attached hereto and made a part hereof being the original Lease.
 2. The United States (United States Army Corps of Engineers) and the District shall continue to have full and free access to all of the area for purposes consistent with its purposes including, but not limited to, the right of inspecting the condition of and the operations of the subject property.
 3. Northeast shall, in the use of the aforesaid land, adhere to and abide by all conditions imposed upon the Lease No. DACW01-1-80-115, a copy of which is marked Exhibit "A" and attached hereto, and incorporated herein by reference. The subject property can only be used for the public purposes so stated, and Northeast shall not take any action or perform any activities with regard to the subject property which would in any way deprive the public from the use and benefit of the Project for the purposes so intended.
 4. District shall not be responsible for damages to property or injuries to persons which may arise from, or be incident to, the exercise of the obligations and privileges granted to Northeast, or for damages to property or injuries to the person of the officers, agents, servants, or employees of Northeast, or others who may be on said premises at their invitation or the invitation of any one of them.
 5. Northeast and the District agree to be solely responsible for their own respective

negligent acts, whether of omission or commission, arising out of the subject land, the Project, and under this agreement.

6. The District agrees to cooperate with Northeast in all matters dealing with environmental education to the extent that the District is so able and willing. Furthermore, the District agrees to match any financial contributions made by Northeast to the Project with the understanding and agreement that the District's aforesaid obligation is limited to the sum of Twenty Five Thousand Dollars (\$25,000.00) per year for each of the initial three (3) years of the ten (10) year lease term. Therefore, the District's maximum financial obligation during the entire ten (10) year lease term is the total sum of Seventy Five Thousand Dollars (\$75,000.00). Other than the aforesaid specific, limited financial obligation of the District and other than the District allowing Northeast the peaceful use and possession of the subject property for the purposes intended, the District shall have no other financial obligation or any other obligation whatsoever to Northeast arising out of the subject property, the Project, or of this agreement.
7. Northeast covenants and agrees that it will faithfully perform and execute all of the duties and obligations of the District to the United States Army Corps of Engineers arising out of Lease No. DACW01-1-80-115, a copy of which is marked Exhibit "A" and attached hereto and incorporated herein by reference, and will do so for a term of ten (10) years from and after the date of the aforesaid Notification Letter, concerning the subject property and the Project and for the purposes so intended including, but not limited to, providing any necessary funding with the understanding that the District will contribute the amount so stated in sub-part C. - 6. above. It is the intention of the District and of Northeast that Northeast shall fully perform all of the duties, obligations, and responsibilities concerning the subject property for a term of ten (10) years from and after the date of the aforesaid Notification Letter, and as between the District and Northeast, the District shall no longer have any duties, obligations, or responsibilities concerning the subject property during said ten (10) year term except as otherwise stated herein. However, the District reserves the right, if it so desires, to take any reasonable and necessary steps to assure that Northeast is complying with both this Northeast Agreement and with the original, underlying Lease. At the end of the aforesaid ten (10) year lease term, this Northeast Agreement shall cease and terminate unless the parties by mutual agreement extend, modify, or otherwise renew this Northeast Agreement in writing upon such terms and conditions as the parties may agree.
8. Northeast shall operate and maintain the Project in accordance with all applicable federal, state, and local laws.
9. Northeast agrees, in its operation of the facilities on the subject land, to comply fully with Title VI of the Civil Rights Act of 1964, Executive Order 11246, and, as

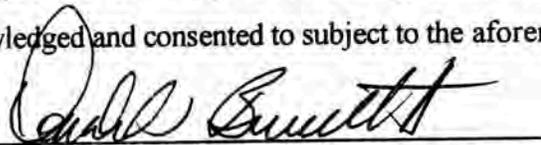
applicable to educational programs, Title IX of the Education Amendments of 1972.

10. Northeast agrees to carry liability insurance of the benefit of the public generally with a minimum coverage of \$ 1,000,000.00 (One Million Dollars) for each claim and a minimum aggregate coverage for each accident as to bodily injury or death and a minimum coverage of \$500,000.00 (1/2 Million Dollars) for each claim and a minimum aggregate coverage for each accident as to any property damage, and the District shall be shown and listed as an additional insured under said policy.
11. Northeast is responsible for the upkeep and maintenance of all buildings, structures, roads, and all other improvements, for the operation and maintenance of the sewage/lagoon facilities as well as acquiring any and all necessary health and safety permits of whatever nature, and for acquiring and complying with any other health and safety permits and regulations, and for doing whatever is necessary for the maintenance and preservation of all buildings, structures, roads, and all other improvements.
12. Northeast is otherwise responsible for the management of the subject property being Project herein, and drawing up of the management plan, obtaining approval of fees, and all those things necessary and incidental in furtherance of its proposed endeavors, of the premises and the buildings and improvements on said premises. Northeast shall furnish to the District copies of all reports, requests, plans of operations, development, and/or maintenance, and other documents furnished to the United States Army Corps of Engineers by Northeast under Paragraph 2 and its sub-parts of the original underlying Lease, along with any requests by Northeast for any additions, modifications, or changes to any buildings or improvements, at the time same are furnished to the United States Army Corps of Engineers along with copies of any requests, replies, and any other documents that Northeast receives from the United States Army Corps of Engineers regarding same at the time of receipt from the United States Army Corps of Engineers.
13. Northeast agrees to insure said buildings for fire, windstorm, and other hazards and casualty insurance coverage with such limits as are adequate for the protection of and to replace said buildings and improvements with a loss payee clause in favor of the District and the United States Army Corps of Engineers.
14. Northeast shall return said buildings and other improvements at termination of this agreement in as good a condition as same now exist.
15. Northeast may make no alterations to said existing buildings and other improvements and shall cut no timber or substantially change the contour or condition of the premises without the prior written approval of the United States Army Corps of Engineers, and Northeast may make no additions to the existing buildings and other

improvements nor add or construct any new buildings and other improvements without the prior written approval of the United States Army Corps of Engineers.

16. Northeast agrees to utilize in every respect the aforesaid land assigned to it in this agreement in such manner as to afford maximum ecological protection and environmental education, the herein described land, consistent with the mutual objective of the parties and of the United States Army Corps of Engineers.
17. Northeast agrees that all of its rights and privileges as well as all of its obligations regarding the subject property being the Project herein may not be sub-leased, assigned, delegated, mortgaged, pledged, or transferred in any way by Northeast without the approval of the District and the United States Army Corps of Engineers, and that any sub-lessee or any other such assignee shall be aware of and abide by the terms of the principal Lease.

This Northeast Agreement is in conformity with Lease No. DACWO1-1-80-115 between the Secretary of the Army and the Tombigbee River Valley Water Management District. The above Northeast Agreement is hereby acknowledged and consented to subject to the aforementioned Lease No. DACWO1-1-80-115.



Donald L. Burchett
Chief, Real Estate Division
U. S. Army Engineer District, Mobile

The above Agreement for Gradual Withdrawal of Consortium and for Full Assumption by Northeast Mississippi Community College, together with the provisions and conditions thereof, is hereby accepted on this the 25th day of February, 2002.

DISTRICT

Tombigbee River Valley
Water Management District

by: Peggy H. Jolley
Peggy Jolly, President

Attest: Ann Berryhill
Ann Berryhill, Secretary

CONSORTIUM

North Mississippi Environmental
Education Consortium

by: Charles Harrison
Dr. Charles Harrison, President

Attest: Wayne Sullivan
Wayne Sullivan, Secretary

NORTHEAST

Northeast Mississippi Community College

by: Charles Chance
Dr. Charles Chance, President

Attest: Gail Tansy
Board of Trustees Secretary

CERTIFICATE

I, Wayne Sullivan, Secretary of North Mississippi Environmental Education Consortium and official custodian of the records and proceedings of North Mississippi Environmental Education Consortium hereby certify that the execution of the aforesaid Agreement for Gradual Withdrawal of Consortium and for Full Assumption by Northeast Mississippi Community College was properly authorized by resolution of the Board of Directors of the North Mississippi Environmental Education Consortium and that a true and correct copy of said resolution is attached hereto.

This the 25th day of February, 2002

Wayne Sullivan
Secretary of North Mississippi
Environmental Education Consortium

(S E A L)

CERTIFICATE

I, Ann Pennington, Secretary for the Tombigbee River Valley Water Management District, and official custodian of the records and proceedings of the said District

hereby certify that the execution of the foregoing Agreement for Gradual Withdrawal of Consortium and for Full Assumption by Northeast Mississippi Community College was properly authorized by resolution of said District and that said resolution is now of record in Minute Book XXXVII, Page Vol. I 38-13, of the records of said District.

This the 13th day of February, 2002

Ann Berryhill
Secretary of Tombigbee River Valley
Water Management District

(S E A L)

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 28, 2003
BONDED THRU STEGALL NOTARY SERVICE

CERTIFICATE

I, Jack Ramsey, Secretary for Northeast Mississippi Community College, and official custodian of the records and proceedings of the said District hereby certify that the execution of the foregoing Agreement for Gradual Withdrawal of Consortium and for Full Assumption by Northeast Mississippi Community College was properly authorized by resolution of said Northeast Mississippi Community College and that said resolution is now of record in Minute Book _____, Page 2520, of the records of said Northeast Mississippi Community College. This the 19th day of February, 2002

Jack Ramsey
Secretary of Northeast Mississippi
Community College

(S E A L)

(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
J. Smith
4-10-80

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 ^{28th} day of ~~January~~ 1980 by direction of the Assistant Secretary of the Army (IL&FM).

Gordon M. Hobbs
Gordon M. Hobbs
Assistant Secretary of the Army
Office of the Assistant Secretary of the Army

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, Y=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	 (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

TENN-TOM WATERWAY
PROJECT MGMT. OFFICE
ITEM RECEIVED

2002 MAR 11 PM 12:40

March 5, 2002

Civil Management Section
Real Estate Division

Tombigbee River Valley Water Management District
Attn: Mr. Jimmie Mills
Acting Executive Director and Engineer
Post Office Box 616
Tupelo, Mississippi 38802

Dear Mr. Mills

Enclosed is an executed copy of the Northeast Agreement approving Northeast Mississippi Community College as the sub-lessee of Tombigbee River Valley Water Management District to Lease DACW01-1-80-0115, Bay Springs Lake, Tennessee-Tombigbee Waterway.

If we can be of further assistance in this matter, please contact Mr. David Coats of this office at 251-694-3682.

Sincerely,

Tommie E. Pierce, Jr.
Chief, Management & Disposal
Branch
Real Estate Division

Enclosure

Copy Furnished:

OP-CO

OP-CO (Perry)

OP

AGREEMENT FOR GRADUAL WITHDRAWAL OF CONSORTIUM AND FOR FULL ASSUMPTION BY NORTHEAST MISSISSIPPI COMMUNITY COLLEGE

This Agreement for Gradual Withdrawal of Consortium and for Full Assumption by Northeast Mississippi Community College (hereinafter "Northeast Agreement") made on this the 25th day of February, 2002, by, between, and among the North Mississippi Environmental Education Consortium a non-profit Mississippi corporation (hereinafter "Consortium"), the Tombigbee River Valley Water Management District an agency of the State of Mississippi (hereinafter "District"), and Northeast Mississippi Community College an agency of the State of Mississippi (hereinafter "Northeast"), and with this Northeast Agreement being subject to the approval by the United States Department of the Army, by and through the United States Army Corps of Engineers, (hereinafter "United States Army Corps of Engineers"), whose signature shall appear herein below upon approval.

WITNESSETH

WHEREAS, on August 15, 1979, the Tombigbee River Valley Water Management District ("District") signed a contract with the United States Department of the Army, by and through the United States Army Corps of Engineers, ("United States Army Corps of Engineers") being a Lease for Conservation-Education Center and Recreation Purposes Bay Springs Lake Project Area being Contract No. DACW01-1-80-115 (hereinafter "Lease") which the United States Department of the Army, by and through the U. S. Army Corps of Engineers, ("United States Army Corps of Engineers"), signed on January 28, 1980. Said Lease covers 530 acres of land, more or less, together with buildings, structures, roads, and other improvements thereto located in the Crow's Neck area of the Tennessee-Tombigbee Waterway area in Tishomingo County, Mississippi (hereinafter "subject property" or "Project"), and a true and correct copy of said Lease is attached hereto as Exhibit "A";

WHEREAS, on July 2, 1980, the North Mississippi Environmental Education Consortium ("Consortium") and the Tombigbee River Valley Water Management District ("District") executed an Agreement (hereinafter "Sub-Lease") for the Consortium to assume and to perform the obligations of District to the United States Army Corps of Engineers arising out of said Lease with said Sub-

Lease having been approved by the United States Army Corps of Engineers, and a true and correct copy of said Sub-Lease is attached hereto as Exhibit "B";

WHEREAS, in 1994, the District and the United States Army Corps of Engineers, pursuant to the provisions of the Lease, executed a Supplemental Agreement No: 1 to the aforesaid Lease to change the commencement date of said Lease from January 1, 1980 to January 1, 1992 and to extend the expiration date of said Lease from December 31, 2029 to December 31, 2041, and the Consortium and Northeast are aware of said Supplemental Agreement No: 1, and a true and correct copy of said Supplemental Agreement No: 1 is attached hereto as Exhibit "C";

WHEREAS, the Consortium, the District, and Northeast all concur in the opinion that the long term interests of the subject property, the purposes of the subject property, and the public's use and enjoyment of the subject property would be better served by having Northeast as the sole responsible party to manage the subject property and to report to the District and to the United States Army Corps of Engineers under the aforesaid Lease and the aforesaid Supplemental Agreement No: 1;

WHEREAS, Northeast desires to develop, promote, operate, and maintain the subject property for environmental education, conferences, and related endeavors for the use and benefit of the public and to use the subject 530 acres of land, more or less, together with buildings, structures, roads, and other improvements thereto;

WHEREAS, it is the intention of the parties that the aforesaid July 2, 1980 Sub-Lease between the Consortium and the District shall be replaced by and be superseded by this Northeast Agreement at such time as the transfer of obligations and duties herein is made from the Consortium to Northeast, but this transition with the transfer of obligations and of duties shall occur no later than June 30, 2002; and

WHEREAS, following the aforesaid transfer of obligations and duties herein from the Consortium to Northeast in the manner as provided herein below, the aforesaid July 2, 1980 Sub-Lease between the Consortium and District shall be deemed null and void and of no further effect wherein the Consortium shall no longer have any rights, duties, or responsibilities herein, and this Northeast Agreement shall be and shall constitute the agreement and understanding between the District and Northeast regarding the subject property.

THEREFORE, for and in consideration of the premises, the parties involved do mutually agree upon the following terms and conditions.

A. The aforesaid July 2, 1980 Sub-Lease between the Consortium and the District shall remain in full force and effect during the following transition period, and all of said events described herein below in this sub-part A. shall be completed and finalized no later than June 30, 2002:

1. The Consortium shall continue with all of its rights, duties, and obligations under the Sub-Lease but the Consortium shall work with Northeast in an orderly and business like manner in order to transfer all of the rights, duties, and obligations regarding the subject property to Northeast. During this transition period, the Consortium shall have all of the rights, duties, and obligations to the District and to the United States Army Corps of Engineers as set forth in the aforesaid Sub-Lease;
2. Northeast agrees to work with the Consortium to expedite as soon as practicable a turnover and orderly transition from the Consortium to Northeast of all matters regarding the subject property;
3. Once the Consortium and Northeast have finalized and concluded the aforesaid turnover and transition of all rights, duties, and obligations regarding the subject property to Northeast, the Consortium and Northeast shall notify, by a jointly executed letter ("Notification Letter"), both the District and the United States Army Corps of Engineers at the following addresses:

Tombigbee River Valley Water Management District
Attn: Mr. Jimmie Mills
Acting Executive Director and Engineer
P. O. Box 616
Tupelo MS 38802

Mobile District, Corps of Engineers
Attn: Mr. Tommie E. Pierce, Jr.
Chief, Management and Disposal Branch
Real Estate Division
P. O. Box 2288
Mobile, AL 36628-0001

4. When the aforesaid Notification Letter is sent to the District and to the United States Army Corps of Engineers, the aforesaid July 2, 1980 Sub-Lease between the Consortium and the District shall be deemed null and void and of no further validity, and the Consortium shall not have any further rights, duties, and obligations regarding the subject property. Likewise, when the aforesaid Notification Letter is sent to the District and to the United States Army Corps of Engineers, Northeast shall have the

primary use and possession of the subject property with all of the rights, duties, and obligations regarding the subject property as outlined in the original Lease between the United States Army Corps of Engineers and the District, as described in said Lease being Exhibit A hereto, and as outlined in Supplemental Agreement No: 1 being Exhibit C hereto but only for a term of ten (10) years as provided in sub-part C.- 7. herein below. Furthermore, from and after said time, Northeast shall have the rights, duties, and obligations as set forth herein in this Northeast Agreement regarding the complete operation and management of the subject property but only for a term of ten (10) years as provided in sub-part C.- 7. herein below; and

5. All of the aforesaid matters including, but not limited to, the sending of the aforesaid Notification Letter along with the complete transfer by the Consortium and with the full assumption by Northeast of all obligations and duties with regard to the subject property shall be completed no later than June 30, 2002.

In consideration of the premises herein and of the prior monetary contributions by the District to the Consortium, the District, the Consortium, and Northeast acknowledge that the District has paid its total commitment of \$450,000.00 to the Consortium for the Project, and the District, the Consortium, and Northeast recognize and acknowledge that the District does not have any further financial obligations to the Consortium, to Northeast, to the Project, or to the other members of the Consortium arising out of the Sub-Lease and the Project except as to the amount which the District has specifically agreed to contribute as provided in sub-part C. - 6 herein below.

- B. Any notices which may be given or which are required to be given by any of the parties to the other shall be given to the following:

Northeast Mississippi Community College
Attn: Dr. Charles Chance
President
Cunningham Blvd.
Booneville, MS 38829

North Mississippi Environmental Education Consortium
Attn: Dr. Charles Harrison
President
C/O University of MS Advanced Education Center
1918 Briar Ridge Road
Tupelo, MS 38804

Tombigbee River Valley Water Management District
Attn: Mr. Jimmie Mills
Acting Executive Director and Engineer
P. O. Box 616
Tupelo MS 38802

Mobile District, Corps of Engineers
Attn: Mr. Tommie E. Pierce, Jr.
Chief, Management and Disposal Branch
Real Estate Division
P. O. Box 2288
Mobile, AL 36628-0001

- C. From and after the aforesaid Notification Letter, the District and Northeast agree as follows:
1. For a term of ten (10) years as provided in sub-part C.- 7. herein below, Northeast shall have primary use of and responsibility for the purposes consistent with its endeavors the subject property being the Project herein, consisting of the 530 acres of land, more or less, together with all buildings, structures, roads, and other improvements thereto located in the Crow's Neck area of the Tennessee-Tombigbee Waterway area in Tishomingo County, Mississippi, as more particularly described by Exhibit "A" attached hereto and made a part hereof being the original Lease.
 2. The United States (United States Army Corps of Engineers) and the District shall continue to have full and free access to all of the area for purposes consistent with its purposes including, but not limited to, the right of inspecting the condition of and the operations of the subject property.
 3. Northeast shall, in the use of the aforesaid land, adhere to and abide by all conditions imposed upon the Lease No. DACW01-1-80-115, a copy of which is marked Exhibit "A" and attached hereto, and incorporated herein by reference. The subject property can only be used for the public purposes so stated, and Northeast shall not take any action or perform any activities with regard to the subject property which would in any way deprive the public from the use and benefit of the Project for the purposes so intended.
 4. District shall not be responsible for damages to property or injuries to persons which may arise from, or be incident to, the exercise of the obligations and privileges granted to Northeast, or for damages to property or injuries to the person of the officers, agents, servants, or employees of Northeast, or others who may be on said premises at their invitation or the invitation of any one of them.
 5. Northeast and the District agree to be solely responsible for their own respective

negligent acts, whether of omission or commission, arising out of the subject land, the Project, and under this agreement.

6. The District agrees to cooperate with Northeast in all matters dealing with environmental education to the extent that the District is so able and willing. Furthermore, the District agrees to match any financial contributions made by Northeast to the Project with the understanding and agreement that the District's aforesaid obligation is limited to the sum of Twenty Five Thousand Dollars (\$25,000.00) per year for each of the initial three (3) years of the ten (10) year lease term. Therefore, the District's maximum financial obligation during the entire ten (10) year lease term is the total sum of Seventy Five Thousand Dollars (\$75,000.00). Other than the aforesaid specific, limited financial obligation of the District and other than the District allowing Northeast the peaceful use and possession of the subject property for the purposes intended, the District shall have no other financial obligation or any other obligation whatsoever to Northeast arising out of the subject property, the Project, or of this agreement.
7. Northeast covenants and agrees that it will faithfully perform and execute all of the duties and obligations of the District to the United States Army Corps of Engineers arising out of Lease No. DACW01-1-80-115, a copy of which is marked Exhibit "A" and attached hereto and incorporated herein by reference, and will do so for a term of ten (10) years from and after the date of the aforesaid Notification Letter, concerning the subject property and the Project and for the purposes so intended including, but not limited to, providing any necessary funding with the understanding that the District will contribute the amount so stated in sub-part C. - 6. above. It is the intention of the District and of Northeast that Northeast shall fully perform all of the duties, obligations, and responsibilities concerning the subject property for a term of ten (10) years from and after the date of the aforesaid Notification Letter, and as between the District and Northeast, the District shall no longer have any duties, obligations, or responsibilities concerning the subject property during said ten (10) year term except as otherwise stated herein. However, the District reserves the right, if it so desires, to take any reasonable and necessary steps to assure that Northeast is complying with both this Northeast Agreement and with the original, underlying Lease. At the end of the aforesaid ten (10) year lease term, this Northeast Agreement shall cease and terminate unless the parties by mutual agreement extend, modify, or otherwise renew this Northeast Agreement in writing upon such terms and conditions as the parties may agree.
8. Northeast shall operate and maintain the Project in accordance with all applicable federal, state, and local laws.
9. Northeast agrees, in its operation of the facilities on the subject land, to comply fully with Title VI of the Civil Rights Act of 1964, Executive Order 11246, and, as

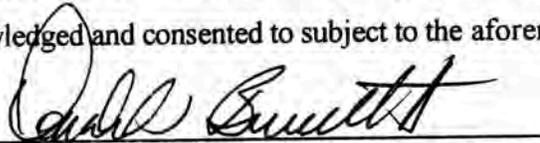
applicable to educational programs, Title IX of the Education Amendments of 1972.

10. Northeast agrees to carry liability insurance of the benefit of the public generally with a minimum coverage of \$ 1,000,000.00 (One Million Dollars) for each claim and a minimum aggregate coverage for each accident as to bodily injury or death and a minimum coverage of \$500,000.00 (1/2 Million Dollars) for each claim and a minimum aggregate coverage for each accident as to any property damage, and the District shall be shown and listed as an additional insured under said policy.
11. Northeast is responsible for the upkeep and maintenance of all buildings, structures, roads, and all other improvements, for the operation and maintenance of the sewage/lagoon facilities as well as acquiring any and all necessary health and safety permits of whatever nature, and for acquiring and complying with any other health and safety permits and regulations, and for doing whatever is necessary for the maintenance and preservation of all buildings, structures, roads, and all other improvements.
12. Northeast is otherwise responsible for the management of the subject property being Project herein, and drawing up of the management plan, obtaining approval of fees, and all those things necessary and incidental in furtherance of its proposed endeavors, of the premises and the buildings and improvements on said premises. Northeast shall furnish to the District copies of all reports, requests, plans of operations, development, and/or maintenance, and other documents furnished to the United States Army Corps of Engineers by Northeast under Paragraph 2 and its sub-parts of the original underlying Lease, along with any requests by Northeast for any additions, modifications, or changes to any buildings or improvements, at the time same are furnished to the United States Army Corps of Engineers along with copies of any requests, replies, and any other documents that Northeast receives from the United States Army Corps of Engineers regarding same at the time of receipt from the United States Army Corps of Engineers.
13. Northeast agrees to insure said buildings for fire, windstorm, and other hazards and casualty insurance coverage with such limits as are adequate for the protection of and to replace said buildings and improvements with a loss payee clause in favor of the District and the United States Army Corps of Engineers.
14. Northeast shall return said buildings and other improvements at termination of this agreement in as good a condition as same now exist.
15. Northeast may make no alterations to said existing buildings and other improvements and shall cut no timber or substantially change the contour or condition of the premises without the prior written approval of the United States Army Corps of Engineers, and Northeast may make no additions to the existing buildings and other

improvements nor add or construct any new buildings and other improvements without the prior written approval of the United States Army Corps of Engineers.

16. Northeast agrees to utilize in every respect the aforesaid land assigned to it in this agreement in such manner as to afford maximum ecological protection and environmental education, the herein described land, consistent with the mutual objective of the parties and of the United States Army Corps of Engineers.
17. Northeast agrees that all of its rights and privileges as well as all of its obligations regarding the subject property being the Project herein may not be sub-leased, assigned, delegated, mortgaged, pledged, or transferred in any way by Northeast without the approval of the District and the United States Army Corps of Engineers, and that any sub-lessee or any other such assignee shall be aware of and abide by the terms of the principal Lease.

This Northeast Agreement is in conformity with Lease No. DACWO1-1-80-115 between the Secretary of the Army and the Tombigbee River Valley Water Management District. The above Northeast Agreement is hereby acknowledged and consented to subject to the aforementioned Lease No. DACWO1-1-80-115.



Donald L. Burchett
Chief, Real Estate Division
U. S. Army Engineer District, Mobile

The above Agreement for Gradual Withdrawal of Consortium and for Full Assumption by Northeast Mississippi Community College, together with the provisions and conditions thereof, is hereby accepted on this the 25th day of February, 2002.

DISTRICT

Tombigbee River Valley
Water Management District

by: Peggy H. Jolley
Peggy Jolly, President

Attest: Ann Berryhill
Ann Berryhill, Secretary

CONSORTIUM

North Mississippi Environmental
Education Consortium

by: Charles Harrison
Dr. Charles Harrison, President

Attest: Wayne Sullivan
Wayne Sullivan, Secretary

NORTHEAST

Northeast Mississippi Community College

by: Charles Chance
Dr. Charles Chance, President

Attest: Gail Tansy
Board of Trustees Secretary

CERTIFICATE

I, Wayne Sullivan, Secretary of North Mississippi Environmental Education Consortium and official custodian of the records and proceedings of North Mississippi Environmental Education Consortium hereby certify that the execution of the aforesaid Agreement for Gradual Withdrawal of Consortium and for Full Assumption by Northeast Mississippi Community College was properly authorized by resolution of the Board of Directors of the North Mississippi Environmental Education Consortium and that a true and correct copy of said resolution is attached hereto.

This the 25th day of February, 2002

Wayne Sullivan
Secretary of North Mississippi
Environmental Education Consortium

(S E A L)

CERTIFICATE

I, Ann Pennington, Secretary for the Tombigbee River Valley Water Management District, and official custodian of the records and proceedings of the said District

hereby certify that the execution of the foregoing Agreement for Gradual Withdrawal of Consortium and for Full Assumption by Northeast Mississippi Community College was properly authorized by resolution of said District and that said resolution is now of record in Minute Book XXXVII, Page Vol. I 38-13, of the records of said District.

This the 13th day of February, 2002

Ann Berryhill
Secretary of Tombigbee River Valley
Water Management District

(S E A L)

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 28, 2003
BONDED THRU STEGALL NOTARY SERVICE

CERTIFICATE

I, Jack Ramsey, Secretary for Northeast Mississippi Community College, and official custodian of the records and proceedings of the said District hereby certify that the execution of the foregoing Agreement for Gradual Withdrawal of Consortium and for Full Assumption by Northeast Mississippi Community College was properly authorized by resolution of said Northeast Mississippi Community College and that said resolution is now of record in Minute Book _____, Page 2520, of the records of said Northeast Mississippi Community College. This the 19th day of February, 2002

Jack Ramsey
Secretary of Northeast Mississippi
Community College

(S E A L)

(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:

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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 ^{28th} day of ~~January~~ 1980 by direction of the Assistant Secretary of the Army (IL&FM).

Gordon M. Hobbs
Gordon M. Hobbs
Assistant Secretary of the Army
Office of the Assistant Secretary of the Army

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
