

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

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

<u>Tract No.</u>	<u>Name of Grantor</u>	<u>Date of Deed</u>	<u>Deed Book</u>	<u>Page No.</u>
806	 (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

April 22, 2005

Civil Management Section
Real Estate Division

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

Dear Mr. Mills:

Enclosed are three copies of the proposed new Lease No. DACW01-1-05-0016, which will replace Lease No. DACW01-1-80-115, to grant the Tombigbee River Valley Water Management District the use of certain lands at Bay Springs Lake, Tennessee-Tombigbee Waterway, Mississippi. If the Lease is acceptable, please have two copies signed and return them to this office. You will be furnished a fully executed copy after it has been signed on behalf of the Secretary of the Army.

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

Sincerely,

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

Enclosures

Copy Furnished:

OP-CO
OP-CO (Bay Springs)
OP-M



1 AK
2 RA

STATE OF MISSISSIPPI

Tombigbee River Valley Water Management District

May 5, 1983

LARRY K. OTIS
EXECUTIVE DIRECTOR

DX —

Who has the assets
Who will go?

OK
PD - w
Coordinated
w/EN and DP

Need to Les
By COB Weeks.
Fact sheet.

Colonel Patrick J. Kelly
District Engineer
Mobile District
Corps of Engineers
P. O. Box 2288
Mobile, Alabama 36628

Dear Colonel Kelly:

As you well know, this first half of 1983 has been a pressure year for flood and damage.

Recently, I have personally visited and talked with landowners and reviewed damages from the Northern part of the District to the Southern. It is extensive in damage to farm land, county roads, state roads and to the environment.

The situation is critical in several areas because of possible landowner action in seeking legal relief. In seeking relief in the courts, the District will be drawn into any litigation.

The areas of concern are on Twenty Mile Creek, Mantachie Creek, Donovan Creek, James Creek, Big Brown and the Tombigbee area west of the canal in Itawamba and Monroe Counties.

I know that there are other areas of concern, but must not allow these areas to be neglected. The landowners on Twenty Mile Creek are at a volatile point, and do not believe in the actions being taken by the Corps.

Is it possible to meet and discuss the status of these projects? If so, please advise.

Sincerely,

Larry Otis
Executive Director

LO:ac

FACT SHEET

Tombigbee River Basin, Mississippi and Alabama

(b)(6)

Background

1. A project for flood control and related works on the Tombigbee River, Mississippi and Alabama, which includes the Tombigbee River (East Fork) in Itawamba County, Mississippi, was authorized in the Flood Control Act approved June 22, 1936 and amended in the Flood Control Acts approved June 28, 1938 and August 18, 1941. Sections 1, 2, and 5 of the 1936 Act approved the flood control measures for the Tombigbee River (East Fork) in Itawamba County. Section 2 of the 1938 Act deleted the requirements of local cooperation for work performed under the 1936 Act. Sections 2 and 3 of the 1941 Act restored the requirements of local cooperation for such improvements and authorized additional improvements along the Tombigbee River and tributaries. The flood control works on the Tombigbee River (East Fork) were completed in 1939. Since this work was performed during the period when local cooperation was not a requirement, the responsibility for maintaining the Tombigbee River (East Fork) in Itawamba County rests with the United States. Funds of over \$1,200,000 have been expended for that purpose since the early 1970's.

2. The Flood Control Act of August 28, 1937 (Public Law 406, 75th Congress), as amended, authorized the removal of accumulated snags and other debris and clearing of channels in navigable streams and tributaries thereof when in the opinion of the Chief of Engineers such work is advisable in the interest of flood control. Under this authority, Corp's supervision and equipment were furnished to Works Progress Administration workers for bank and channel clearing on the Tombigbee River (East Fork) from the Itawamba-Monroe County line downstream to Town Creek (West Fork). This work and similar work on Town Creek (West Fork) were initiated in 1939 and continued during the 1940's. The maintenance of the completed works of improvement under this authority is the responsibility of local interests.

3. Congressional resolutions adopted 2 May 1939 by the Committee on Commerce of the United States Senate and by the Committee on Flood Control of the House of Representatives authorized a basin-wide survey of the Tombigbee River and tributaries. Studies of basin-type were initiated in the early 1940's. A number of other resolutions authorizing study of individual streams in the basin were also adopted in the late 1930's and, at the request of local interests for flood control measures, an interim report on the

Tombigbee portion of the basin above Demopolis, Alabama, was prepared. This interim report containing recommendations for channel improvements along 22 tributaries was printed as House Document No. 167, 84th Congress, 1st Session. The Flood Control Act of July 3, 1958 (Public Law 85-500) authorized improvements on these 22 tributaries. Flood control works were completed on Big Browns Creek in 1965; Donivan Creek in 1966; Twenty Mile Creek (to mile 11.7) and Mantachie Creek in 1967; James Creek in 1969; transition sections at Donivan and Twenty Mile Creeks in 1971; Stanefer Creek in 1971; and Luxapalila Creek (to mile 2.1) in 1973.

4. The Tombigbee River (East Fork) upstream of Town Creek (West Fork) is the parent stream of six of the 22 streams included in the 1958 Act. Flood control works have been completed on five of these streams (Big Browns, Donivan, Twenty Mile, Mantachie, and Stanefer Creeks). The Little Browns Creek project has been placed in a deferred category by OCE. Twenty Mile and Donivan Creeks were judged to have inadequate outlets on the Tombigbee River (East Fork) and the outfalls were therefore improved for a short distance downstream in order to remedy that problem. Completed projects have been turned over to the Tombigbee River Valley Water Management District (TRVWMD) for operation and maintenance.

Problems and Actions Undertaken

5. Tombigbee River (East Fork) in Itawamba County. Prior to the low water season of 1970-71, no work had been accomplished on this project since its completion in 1939. Maintenance activity was started in FY 1971 after complaints relative to flooding problems and requests for maintenance of the project were received by the District. Material which has been removed from the channel during past activities consists of sand, silt, logs, stumps, household trash, etc. Generally, these activities have only been performed at selective sites requiring work. During FY 1974 activities were performed throughout the project limits. Also, in 1980 and 1981 dynamite was used at selective sites to remove jams. This effort was successful only on smaller jams.

6. The latest request for maintenance of this project was made by the TRVWMD in February 1982. Many problems occur as Operations Division attempts

to provide maintenance to this project. Environmental compliance and acceptance problems have surfaced. The specificity requirement associated with Federal and State environmental and cultural laws are difficult to meet for maintenance activities of this nature since the exact conditions and sites cannot be adequately forecast. Disposal sites are almost impossible to locate on available quadrangle mapping because of channel meandering. Cultural resource surveys have been attempted for some sites, but were not accomplished because sites could not be identified in the field. The preparation of a Public Notice is also hindered by the difficulty of defining disposal sites. Maintenance activities on a portion of the project from Donovan Creek downstream to the Monroe County line are underway at this time. This activity will be confined to removal of log jams at selective sites by the use of explosives.

7. Planning Division is currently conducting a reconnaissance scope study to evaluate continuing Federal maintenance for the project. This study is directed primarily at obtaining a projection of future maintenance activities; identification of lands damaged without maintenance; and the development of a benefit-to-cost ratio for justification of maintenance. This reconnaissance scope study is currently scheduled to be completed in July 1983.

8. If the decision is made to continue with maintenance activities for this project, a study is planned to evaluate alternatives so a selected plan can be developed to resolve many of the ongoing problems. Operation and maintenance funds would be required for this study activity.

9. Completed Tributary Projects. Shortly after the channel works were completed on Big Browns, Donovan, Twenty Mile, Mantachie, James, and Stanefer Creeks, sloughing and erosion problems developed within and upstream of the project reaches. Attendant to the basic problems of sloughing and erosion are resultant problems: sediment deposition, project maintenance difficulties, loss of project effectiveness, and the erosion of farmlands and roadway fills. While these problems generally apply to all the creeks, the problems on Twenty Mile Creek were of greater magnitude.

10. A program was recommended to higher authority under which all completed projects on the streams in the basin would be investigated to determine the necessary remedial requirements. The study would have had as its objective the identification of causes, effects, remedies, and responsibilities and appropriate actions for both the Corps and TRVWMD to undertake to assure the future integrity of the project.

11. Twenty Mile Creek was selected for study since it is typical of the completed tributary projects. In July 1978, SAD directed the preparation of a letter report on the problem. A letter report was prepared and submitted in February 1979 recommending construction of two "pilot" grade control structures, one of which would be within the project limits and one would be located upstream to arrest the continuation of the problem. While trying to determine the appropriate authority to use to construct the two structures, Congress authorized the modifications to the Twenty Mile Creek project in Public Law 96-304.

12. Under PL 96-304, the planting of willow trees was accomplished in FY 1981, construction of the two grade control structures and associated bank and channel stabilization works were completed in November 1982. Construction of streambank protective measures have recently been started at the Highway 362 bridge over Twenty Mile Creek. A design report recommending grade control structures at the mouths of three tributaries along Twenty Mile Creek is scheduled to be submitted to SAD in June 1983.

13. In view of the nature of the problem and its probable future, the solution involves implementation of a structural plan involving grade control structures and bank and channel stabilization work. Prior to undertaking the full implementation of such a plan, an evaluation of the effectiveness of the "pilot" grade control structures and the associated bank and channel stabilization works needs to be conducted.

14. The State Highway Department has recently requested that the Corps investigate the possibility of providing streambank protective measures at

the U. S. Highway 45 bridge over Twenty Mile Creek under the authority of PL 96-304. We are currently evaluating study schedules and available funds in order to develop a schedule for this activity.

15. Other Related Concerns. A construction contract has been recently awarded to provide streambank protective measures at the State Highway 362 bridges over Wolf and Osborne Creeks. This work is being done under the Section 14 authority. Also, we have just received a request from the State Highway Department for Section 14 projects on U. S. Highway 45 bridges over Wolf Creek, a Wolf Creek tributary, and Osborne Creek. We have determined that the Section 14 authority is appropriate at only the bridge over Wolf Creek as the bridges at the other two sites are not in imminent danger.

16. Authority has been extended to acquire an easement interest in eight parcels of land damaged by repetitive floods as a "non-structural" approach to a silt damage problem at the mouth of Twenty Mile Creek. Agreement has been reached in regard to five parcels, while negotiations are continuing for the remaining three parcels. We have recently received additional complaints of silts deposits in this area which occurred in 1982 and we are currently evaluating them.

17. General Investigation Studies for Basin. We have been requesting funds since 1981 for resumption of basin-wide studies. These studies would be designed to develop erosion control measures for all six of the completed tributary projects, and to develop a plan for all projects in the Tombigbee River basin above Town Creek (West Fork) to best meet the needs of the area. Funds were not received in FY 1983 for this study, and no funds were included in the President's FY 1984 budget. We are requesting that \$185,000 for this study be included in the President's FY 1985 budget.

18. TRVWMD Concerns for the Basin. Mr. Larry Otis has expressed desires for a comprehensive water resources plan to be developed for the Tombigbee River basin by a joint Department of Agriculture and Department of Army

study. He desires the plan to address the problems of flooding in the basin, losses to topsoil, declining water tables, undefined aquifers, water supply and distribution, and siltation problems. We held a meeting in February 1983 with representatives from TRVWMD, State of Alabama and SCS from Alabama and Mississippi to discuss implementation of a comprehensive plan. Mr. Otis was going to request his Congressional interests to sponsor a joint investigation. We have not had any correspondence concerning a comprehensive study since Mr. Otis's visit to his Congressional interests. We heard that Mr. Otis was not successful in gaining support for additional basin-wide studies which would be designed to solve some of the land owner complaints.

DEPARTMENT OF THE ARMY
LEASE TO NONPROFIT ORGANIZATION
FOR PARK AND RECREATIONAL PURPOSES

CROW'S NECK ENVIRONMENTAL EDUCATION CENTER
BAY SPRINGS LAKE
TISHOMINGO COUNTY, MISSISSIPPI

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and **FELLOWSHIP CHRISTIAN RETREAT, INCORPORATED**, a 501(c)3 non-profit organization under the Internal Revenue Code, hereinafter referred to as the Lessee,

WITNESSETH:

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

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of five (5) years, beginning June 20, 2013 and ending June 19, 2018, but revocable at will by the Secretary.

2. CONSIDERATION AND ADMINISTRATIVE EXPENSES

a. The consideration for this lease is the operation and maintenance of the premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

b. The Lessee shall pay amount of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per annum to reimburse the Secretary for the cost of processing and administering the lease. Said administrative expense should be paid annually in advance, to the order of the Finance and Accounting Officer, USAED, Mobile, and mailed or delivered to the USACE Finance Center, 7122 Integrity Drive, Millington, Tennessee 38054-5005.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to Merrill Johnston, President, Fellowship Christian Retreat, Inc., 709 N. Madison, Tupelo, MS 38804; and, if to the United States, to the Chief, Real Estate Division, ATTN: RE-C,

All monies received by the Lessee from operations conducted on the premises must be utilized by the Lessee for the administration, maintenance, operation and development of the premises. Any such monies not so utilized or programmed for use within a reasonable time shall be paid to said officer at the end of each five-year period. The Lessee shall furnish annual statements of receipts and expenditures to said officer.

12. PROTECTION OF PROPERTY

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

13. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

14. INSURANCE

a. At the commencement of this lease, the Lessee will obtain from a reputable insurance company, or companies, liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum Combined Single Limit in the amount of \$1,000,000, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee under the terms and conditions of this lease, and the Lessee shall require its insurance company to furnish to said officer a copy of the policy or policies, or, if acceptable to said officer, certificates of insurance evidencing the purchase of such insurance. The District Engineer shall have the right to review and revise the amount of minimum liability insurance coverage required.

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

c. As those structures and improvements on the premises constructed by or at the expense of the United States, for such periods the Lessee is in possession of the premises pursuant to the terms and conditions of this lease, the Lessee shall procure and maintain at the Lessee's cost a standard fire and extended coverage insurance policy or policies on the leased premises to the full insurable value thereof. The Lessee shall procure such insurance from a reputable company or companies. The insurance policy shall provide that in the event of loss thereunder, the proceeds of the policy or policies, at the election of the United States, shall be payable to the Lessee to be used solely for the repair, restoration, or replacement of the property damaged or destroyed, and any balance of the proceeds not required for such repair, restoration, or replacement shall be paid to the United States. If the United States does not elect by notice in writing to the insurer within sixty (60) days after the damage or destruction occurs to have the proceeds paid to the Lessee for the purposes hereinabove set forth, then such proceeds shall be paid to the United States, provided however, that the insurer, after payment of any proceeds to the Lessee in accordance with the provisions of the policy or policies, shall have no obligation or liability with respect to the use or disposition of the proceeds by the Lessee. Nothing herein contained shall be construed as an obligation upon the United States to repair, restore, or replace the leased premises or any part thereof.

15. INDEMNITY

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

16. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee therefrom, and restore the premises to a condition satisfactory to said officer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property, and restore the premises to the aforesaid condition within such time as said officer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, said property shall either become the property of the United States without compensation therefore, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the premises.

17. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased

premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans With Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sublessees and assigns.

18. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of said officer, interfere with developments, present or proposed, by the Lessee.

19. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to Federally-owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on Federal Lands. Then Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local law.

20. COMPLIANCE, CLOSURE, REVOCATION, AND RELINQUISHMENT

a. The Lessee and/or any sublessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and with the necessity for correction of deficiencies, and with compliance with reasonable requests by said officer. This lease may be revoked in the event the Lessee violates any of its terms and conditions and continues and persists in such non-compliance. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Decisions by the said officer concerning future requests by the Lessee to extend the lease, expand the premises, modify authorized activities, or assign the lease shall reflect the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving thirty (30) days prior written notice to said officer in the manner prescribed in the condition on NOTICES.

21. HEALTH AND SAFETY

a. The lessee shall keep the premises in good order and in a clean, sanitary and safe condition by and at the expense of the Lessee.

b. In addition to the right of revocation for non-compliance previously stated, said officer, upon discovery of any hazardous condition on the premises that presents an immediate threat to health or danger to life or property, will so notify the Lessee and will require that the affected part or all of the premises be closed until such condition is corrected and the danger eliminated. If the condition is not corrected said officer will have the option to (1) correct the hazardous condition and collect the cost of repairs from the Lessee, or (2) revoke the lease. The Lessee shall have no claim for damages against the United States, or any officer, agent or employee thereof on account of action pursuant to this condition.

22. PUBLIC USE

The Lessee shall not forbid the full use by the public of the water areas of the project, subject however, to the authority and responsibility of the Lessee to carry out its responsibilities under this lease to manage the premises and provide safety and security to the facility users.

23. PROHIBITED USES

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

b. In accordance with state and local laws and regulations, the Lessee may store, or dispense, or permit the storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the premises for members of the lessee organization and their guests. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

c. The Lessee may sell state lottery tickets, in accordance with state and local laws and regulations, as long as the ticket sales remain a collateral activity and do not become the predominant source of revenue for the Lessee.

24. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized under

and pursuant to the Condition on **DEVELOPMENT AND MANAGEMENT PLANS**. The Lessee may salvage fallen or dead timber on the leased premises for use as firewood only. All sales of timber or forest products will be conducted by the United States and the proceeds therefrom shall not be available to the lessee under the provisions of this lease.

25. DISPUTES CLAUSE

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

b. "Claim," as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to the lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payment that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

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

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

(i) The claim is made in good faith;

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

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

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

(ii) If the Lessee is not an individual, the certification shall be executed by:

(A) A senior company official in charge at the Lessee's location involved;

or

(B) An officer or general partner of the Lessee having overall responsibility of the conduct of the lessee's affairs.

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

e. The said officer's decision shall be final unless the Lessee appeals or files as suit as provided in the Act.

f. At the time a claim by the lessee is submitted to the said officer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the said officer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as provided in the Act, which is applicable to the period during which the said officer receives the claim, and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the Condition on CONSIDERATION.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, appeal or action arising under the lease, and comply with any decision of said officer.

26. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, include swage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Lessee's activities, the Lessee shall be liable to restore the damaged resources.

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

27. ENVIRONMENTAL CONDITION OF PROPERTY

An Environmental Condition of Property (ECP) Report may be required by the Secretary upon expiration, revocation or termination of this easement to assess and document the environmental condition of the property at that time, if the need is warranted. This report/assessment will assist in determining any environmental remediation requirements that would need to be completed by the Lessee.

28. HISTORIC PRESERVATION

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

29. SOIL AND WATER CONSERVATION

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

30. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for any period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited.

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

31. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or established commercial or selling

agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

32. OFFICIALS NOT TO BENEFIT

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

33. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this lease.

34. DISCLAIMER

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

35. ACCESS ROAD

Lessee shall have non-exclusive use of the improved-surface road providing access to the leased premises. Subject road shall be maintained by the Secretary.

[This Space Intentionally Blank]

IN WITNESS WHEREOF I have hereunto set my hand by authority/direction of the Secretary of the Army this 19 day of June, 2013.


WILLIE L. PATTERSON III, Ed. D.
District Chief Real Estate
Real Estate Contracting Officer

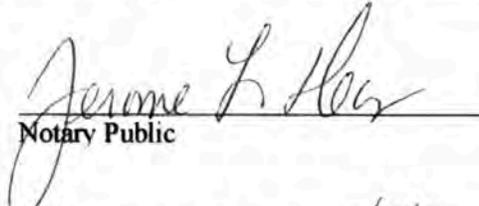
ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **Willie L. Patterson III, Ed. D.**, whose name as Chief, Real Estate Division, US Army Engineer District, Mobile, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of the instruments, he, in his official capacity, executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand and seal of office this 19 day of June, 2013.


Notary Public **SEAL**

My Commission Expires: 10/19/16

THIS LEASE is also executed by the Lessee this 17th day of June, 2013.

FELLOWSHIP CHRISTIAN RETREAT, INC.



MERRILL JOHNSTON
President

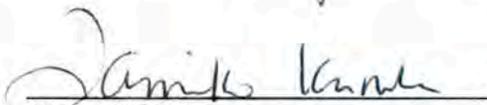
ACKNOWLEDGMENT

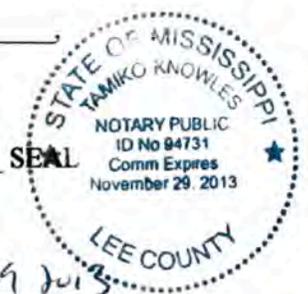
STATE OF MISSISSIPPI)

COUNTY OF LEE)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **Merrill Johnston**, whose name as **President, Fellowship Christian Retreat, Inc.**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of the instruments, he, in his official capacity, executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand and seal of office this 17th day of June, 2013.


Notary Public



My Commission Expires: Nov. 29, 2013

**TENNESSEE-TOMBIGBEE WATER
BAY SPRINGS LAKE
DESCRIPTION FOR LEASE TO
FELLOWSHIP CHRISTIAN RETREAT INC.
(CROWS NECK ENVIRONMENTAL EDUCATION CENTER)**

All that tract or parcel of land lying and being in the SW ¼ of Section 31, Township 5 South, Range 10 East, Chickasaw Meridian, Tishomingo County, Mississippi, more particularly described as follows:

Commencing at a concrete monument stamped "806-1" which is on the north line and 975 feet, more or less, west of the northeast corner of said Section 31, at a corner of a tract of land owned by the United States of America on the Tennessee-Tombigbee Waterway Bay Springs Lake Section and at plane coordinate position North 1,859,114.67 and East 1,150,477.31, based on Transverse Mercator Projection, Mississippi East Zone, NAD '83;

Thence S 47° 13' 10" W a distance of 4,303.94 feet to an iron rod which is on the eastern side of Crow's Neck Road and the **POINT OF BEGINNING**;

Thence N 88° 39' 10" E a distance of 574.36 feet to a T-post which is on the contour at elevation 414 feet above Mean Sea Level;

Thence Southeasterly, Southerly and Northwesterly along the meanders of said 414-foot contour a distance of 3,753 feet, more or less, to a T-post, the coordinates of said post being North 1,854,470.15 feet and East 1,147,786.26 feet;

Thence N 86° 20' 48" W a distance of 895 feet, more or less, to a point in the center of said Crow's Neck Road;

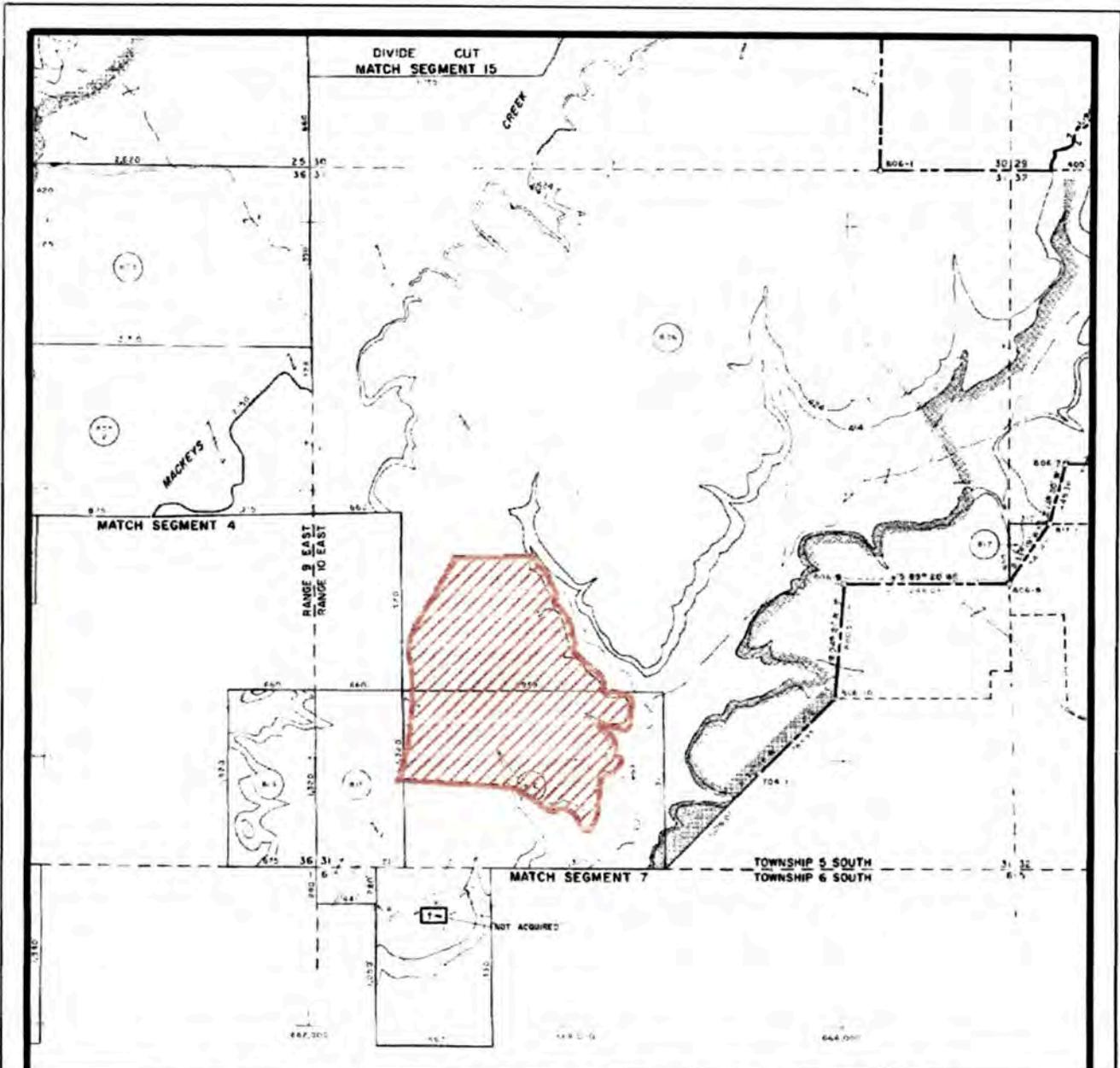
Thence Northerly along the centerline of said road a distance of

N 16° 10' 53" E a distance of 36.57 feet, more or less, to the point of beginning.

Containing 54.05 acres, more or less, more or less, and being a part of Tracts 806 (24.93 acres), 815 (0.06 of an acre) and 816 (29.06 acres) of the Tennessee-Tombigbee Waterway Project, Bay Springs Lake Section.

29 May 2013
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EXHIBIT "A" TO LEASE NO. DACW01-1-13-0656



**TENNESSEE-TOMBIGBEE WATERWAY
 (BAY SPRINGS LAKE SECTION)
 A PORTION OF SEGMENT "8"**

**Section 31, Township 5 South, Range 10 East,
 Chickasaw Meridian, Monroe County, Mississippi**



LEASE AREA 

EXHIBIT "B" TO LEASE NO. DACW01-1-13-0656

EXHIBIT "C" – INVENTORY & CONDITION REPORTS

Connell *WZ*
Blount *B*
Send copy to *MS*
Of: Perry
405-10f
Crow's neck

January 22, 1993

Civil Management Section
Real Estate Division

SUBJECT: Lease No. DACW01-1-80-115, Bay Springs Lake, Mississippi

North Mississippi Environmental
Education Consortium
c/o Mr. Wayne Sullivan, Director
Office of Development/Planning
Itawamba Community College
Fulton, Mississippi 38843

Gentlemen:

Reference is made to Mr. Wayne Sullivan's letter of January 11, 1993, transmitting a specimen policy of the Fidelity and Guaranty Insurance Company designed to provide property and liability for the Crows Neck Environmental Education Center (Crows Neck) leased to the Tombigbee River Valley Water Management District (TRVWD) and subleased to the North Mississippi Environmental Education Consortium (Consortium).

Based on a cursory review of the specimen policy, the types of coverage provided appear to generally meet lease requirements; however, TRVWD, the basic lessee, should be covered as an additional insured to fully comply with the lease. Coverage should be bound as soon as possible and coverage should be kept in effect continuously.

The following additional comments are based on our review of the specimen policy:

a. It is the responsibility of the lessee to determine the amount of property insurance sufficient to repair or replace Government-owned facilities. This may change from time to time and should be appropriately reviewed.

b. The United States of America c/o District Engineer, U.S. Army Engineer District, Mobile, Attention: Chief, Management & Disposal Branch, Real Estate Division (RE-M), Post Office Box 2288, Mobile, Alabama 36628-0001, should be included as a covered party as respects Government-owned facilities (structures and contents).

c. Your insurance agent or broker should furnish a Certificate of Insurance or Memorandum of Insurance, signed by an agent of the insurer, to the Chief, Management and Disposal Branch, Real Estate Division, U. S. Army Engineer District, Mobile, at the address in subparagraph "b," above.

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The document should show the types and limits of coverage provided, policy term, policy number, name of company, and provide for at least 15 days (preferably 30 days) advance notice in the event the coverage is to be terminated, reduced, or not renewed. Additional proofs of coverage should be furnished at least thirty days before policy expirations to show that the coverage has been renewed.

d. The endorsement entitled "Exclusion-Camps or Campgrounds" attached to the Commercial General Liability Section of the specimen policy may exclude first aid to individuals, which may be a normal occurrence at your camp. However, first aid may be covered by the umbrella liability insurance. This is not clear to us and should be discussed with your agent, along with any other exclusions that would leave a gap in the coverage.

We appreciate your diligence in and cooperation in this matter. Since we agreed in a meeting to address all matters to Mr. Matt Miller, Director of Crows Neck, we are mailing him a copy of this letter for his information.

Please advise Mr. Ken Cunningham 205-694-3675 or Mr. Lex Lawrence at 205-690-2566 when coverage is bound.

Sincerely,

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

Copy furnished:

Matt Miller, Director
Crows Neck Environmental Education Center

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Civil Management Section
Real Estate Division

SUBJECT: Lease No. DACW01-1-80-115, Bay Springs Lake, Mississippi

Mr. Robert S. Weir, Executive Director
Tombigbee River Valley
Water Management District
Post Office Box 616
Tupelo, Mississippi 38802

Dear Mr. Weir:

As you are aware, the construction of facilities at Crow's Neck Environmental Education Center is expected to be completed within the next few months. For this reason, and to answer some of the questions posed in your letter of July 30, 1992, to Colonel Stephen M. Sheppard, District Engineer for the Nashville District, we feel that it is important that we correspond with you at this time. We also believe that an early meeting between the Mobile District, TRVWMD, and the Consortium would be mutually beneficial. Such a meeting would give us an opportunity to meet the Consortium members, and the Center Director, become more familiar with the Center's proposed operation and maintenance program, and discuss any remaining issues or items not covered herein.

Suggested meeting dates are September 29 or 30, or during the week beginning October 5. We can host the meeting at the Bay Springs Lake Resource Office, the Columbus Area Office, or would be happy to meet at another facility of your choosing. We anticipate that there would be five or six attendees from our District. Please let us know of a time and place which would be suitable to you. In the interim, some of the items which need to be addressed at this time are as follows:

a. The subject lease provides that a new lease commencement date be established if construction to be accomplished by the Government could not be completed by January 1, 1983. Enclosed are the original and three copies of a proposed supplemental agreement to establish the new commencement date to correspond approximately to the date the facilities are expected to be completed for occupancy. If the agreement is acceptable to you, please sign and return the original and two of the copies. They will then be forwarded to the office of the Secretary of the Army for execution, and a fully executed copy will subsequently be furnished for your file.

b. We have no objection to the director's residence being occupied by the Crow's Neck Director as soon as approval can be granted by the Nashville District without placing its construction contract in jeopardy of claims by the contractor. As soon as we are notified that the residence is available, we will contact you and make arrangements for a "joint survey and condition report" to be prepared as provided for in Condition No. 10 of the lease. Arrangements should be made now for the general liability and property damage coverage, and the casualty insurance coverage of the Government constructed facilities, to be obtained, as provided in Condition No. 9 of the lease, prior to occupancy of the residence by the Director.

c. Upon their completion and approval, the Nashville District of the U. S. Army Corps of Engineers will transfer accountability for all of the facilities to the Mobile District. Upon completion of a joint survey and condition report to be signed by TRVWMD and the Corps of Engineers, and the Consortium if you so choose, they will then be turned to TRVWMD for beneficial occupancy by the Consortium.

Unless you have other questions which we need to address further in advance, we anticipate that any remaining items of mutual concern can be dealt with at the proposed meeting. Mr. Ken Cunningham (205) 694-3675 or Mr. Lex Lawrence (205) 690-2566 will contact you later regarding plans for the suggested meeting.

We are very excited that the Center is finally to become a reality, and look forward to working with you, your organization, and the Consortium in establishing the Crow's Neck Center as a valuable asset to the Northeast Mississippi area. If we can assist you further at this time, please let us know.

Sincerely,

Donald L. Burchett
Chief, Real Estate Division

Enclosures

Copy Furnished (w/o encl):

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FO-TT thru OP-R *2013*

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September 23, 1993

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FO-TT thru OP-R

Civil Management Section
Real Estate Division

SUBJECT: Lease No. DACW01-1-80-115, Bay Springs Lake, Mississippi

Mr. Robert S. Weir, Executive Director
Tombigbee River Valley
Water Management District
Post Office Box 616
Tupelo, Mississippi 38802

10-1
Lease

Dear Mr. Weir:

Reference is made to the enclosed original and three (3) copies of nine (9) different Joint Survey and Inspection of Condition of Government Leased Property (JS&I) reports (enclosure 1) dated March 10, 1993 (on ENG Forms 3143). These reports cover the various facilities on the Crows Neck Environmental Education Center (center) site. In your letter of April 8, 1993, you explained the Tombigbee River Valley Water Management District (TRVWD) Board of Director's delay in authorizing the signing of the JS&I reports because of some items ^{with which} that they were not completely satisfied with.

An initial JS&I report(s) is provided for in Condition No. 10 of the lease only for the purpose of stating the present condition of Government constructed facilities on the leased premises (when they were turned over to TRVWD or its sublessee). This is a routine matter and will not affect any appropriate action regarding complaints with initial facilities constructed by the Government.

The enclosed list prepared by the U.S. Army Corps of Engineers, Nashville District, (enclosure 2) on August 2, 1993, contains comments regarding each item that you have commented on, and some other items shown on the JS&I, based on their best understanding and observations of the situation at that time. Also, the consortium may have plans to resolve some of the complaints in the course of their operations. If complaints remain after reviewing the enclosed comments, please notify us by letter, and we will proceed to work toward reaching a reasonable resolution.

Also enclosed are the original and three (3) copies of revised proposed Supplemental Agreement No. 1 (enclosure 3) to extend the lease term to fifty (50) years from January 1, 1993, rather than the date shown on the supplemental agreement previously furnished. This is also a routine matter to comply with the second paragraph of the lease and does affect any appropriate action regarding complaints with initial facilities constructed by the Government.

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September 23, 1993

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FO-TT thru OP-R

Civil Management Section
Real Estate Division

SUBJECT: Lease No. DACW01-1-80-115, Bay Springs Lake, Mississippi

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Tombigbee River Valley
Water Management District
Post Office Box 616
Tupelo, Mississippi 38802

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It is requested that original and two (2) copies of the nine (9) enclosed JS&I reports and the original and two (2) copies of Supplemental Agreement No. 1 be signed by hand on behalf of TRVWMD and returned to this office. Upon receipt of the signed documents, they will be processed for execution on behalf of the Government, after which you will be furnished with fully executed copies. A copy of each enclosure should be retained for your interim record.

Operations of the the Crows Neck Environmental Education Center by the sublessee, North Mississippi Environmental Education Consortium, are apparently proceeding successfully and facilities are being well utilized. Your timely cooperation in concluding the aforementioned routine matters in compliance with the lease agreement will be appreciated.

We will look forward to your response and assistance.

Sincerely,

Larry V. Meese
Acting Chief, Real Estate Division

Enclosures

Copy Furnished (w/encl 2):

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RECOMMENDATIONS & OBSERVATIONS
BY NASHVILLE DISTRICT, U.S. ARMY CORPS OF ENGINEERS
REGARDING CROWS NECK ENVIRONMENTAL EDUCATION CENTER
AUGUST 2, 1993

a. Noise in the cafeteria from H.V.A.C. units. Mr. John Manor, an Architect from the Engineering Management Support Branch met with Mr. Matthew Miller on 14 April 1993 and reviewed this situation. The units were turned on and it was agreed that for the space and function involved the noise was not excessive. Mr. Manor and Mr. Miller were easily able to carry on a normal conversation without any loss of clarity due to background noise. It was agreed that under normal use situations, an amplified public address system would be highly recommended because of the large scale of this room.

b. Lack of Eyewash unit in the laboratory area. The program for this facility was developed over nine years ago with the input from the future consortium members. At that time, the understanding was that no dangerous or hazardous chemicals would be involved in the lab because of the young age of many of the participants in the program. When the program to construct this facility was resurrected, the Consortium was asked to once again review the plans in view of the anticipated program. At this time several observations and requests were made, but none in regard to an eyewash station. While we believe this could be a valuable asset, we cannot continue to revise and add to our program beyond what is a reasonable cutoff for the design phase. We feel if an eyewash station is required, the burden of installation will have to be with the Consortium.

c. The bottom step at the rear entrance of the multipurpose building did have excessive height due to existing ground elevation being different from that shown on the contract drawings. A correction of this is being worked on.

d. Electrical outlets in reception area present hazardous obstruction. The original rationale for these outlets was to provide service for permanent kiosk type displays. Since the Consortium has not installed these kiosks yet, we agree that as now installed they are a hazard. It is my understanding this has been corrected.

e. Line on entrance drive off center. This is due to additional pavement surface being added to the inside of the curve to prevent traffic use of the shoulder.

f. Ridge cap on boat house roof is bent. This item was not on the final punch list, it is assumed it has occurred since that time.

g. Erosion problems under building. Due to sandy nature of the soil, erosion will present minor problems throughout the project. This project could not be built to a maintenance free condition at the time of construction and leave the project in its natural setting. The problems can be handled through the maintenance program by installing small drainage swales to redirect any water where erosion problems arise.

h. Broken window. This item was not listed as broken on the Final Inspection Punch List.

OB
File

OP-R

September 8, 1992

Civil Management Section
Real Estate Division

SUBJECT: Lease No. DACW01-1-80-115, Bay Springs Lake, Mississippi

Mr. Robert S. Weir, Executive Director
Tombigbee River Valley
Water Management District
Post Office Box 616
Tupelo, Mississippi 38802

Dear Mr. Weir:

As you are aware, the construction of facilities at Crow's Neck Environmental Education Center is expected to be completed within the next few months. For this reason, and to answer some of the questions posed in your letter of July 30, 1992, to Colonel Stephen M. Sheppard, District Engineer for the Nashville District, we feel that it is important that we correspond with you at this time. We also believe that an early meeting between the Mobile District, TRVWMD, and the Consortium would be mutually beneficial. Such a meeting would give us an opportunity to meet the Consortium members, and the Center Director, become more familiar with the Center's proposed operation and maintenance program, and discuss any remaining issues or items not covered herein.

Suggested meeting dates are September 29 or 30, or during the week beginning October 5. We can host the meeting at the Bay Springs Lake Resource Office, the Columbus Area Office, or would be happy to meet at another facility of your choosing. We anticipate that there would be five or six attendees from our District. Please let us know of a time and place which would be suitable to you. In the interim, some of the items which need to be addressed at this time are as follows:

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Sincerely,

Donald L. Burchett
Chief, Real Estate Division

Enclosures

Copy Furnished (w/o encl):

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September 8, 1992

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Civil Management Section
Real Estate Division

SUBJECT: Lease No. DACW01-1-80-115, Bay Springs Lake, Mississippi

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Tombigbee River Valley
Water Management District
Post Office Box 616
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a. The subject lease provides that a new lease commencement date be established if construction to be accomplished by the Government could not be completed by January 1, 1983. Enclosed are the original and three copies of a proposed supplemental agreement to establish the new commencement date to correspond approximately to the date the facilities are expected to be completed for occupancy. If the agreement is acceptable to you, please sign and return the original and two of the copies. They will then be forwarded to the office of the Secretary of the Army for execution, and a fully executed copy will subsequently be furnished for your file.

b. We have no objection to the director's residence being occupied by the Crow's Neck Director as soon as approval can be granted by the Nashville District without placing its construction contract in jeopardy of claims by the contractor. As soon as we are notified that the residence is available, we will contact you and make arrangements for a "joint survey and condition report" to be prepared as provided for in Condition No. 10 of the lease. Arrangements should be made now for the general liability and property damage coverage, and the casualty insurance coverage of the Government constructed facilities, to be obtained, as provided in Condition No. 9 of the lease, prior to occupancy of the residence by the Director.

c. Upon their completion and approval, the Nashville District of the U. S. Army Corps of Engineers will transfer accountability for all of the facilities to the Mobile District. Upon completion of a joint survey and condition report to be signed by TRVWMD and the Corps of Engineers, and the Consortium if you so choose, they will then be turned to TRVWMD for beneficial occupancy by the Consortium.

Unless you have other questions which we need to address further in advance, we anticipate that any remaining items of mutual concern can be dealt with at the proposed meeting. Mr. Ken Cunningham (205) 694-3675 or Mr. Lex Lawrence (205) 690-2566 will contact you later regarding plans for the suggested meeting.

We are very excited that the Center is finally to become a reality, and look forward to working with you, your organization, and the Consortium in establishing the Crow's Neck Center as a valuable asset to the Northeast Mississippi area. If we can assist you further at this time, please let us know.

Sincerely,

Donald L. Burchett
Chief, Real Estate Division

Enclosures

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FO-TT thru OP-R *2013*

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September 8, 1992

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Civil Management Section
Real Estate Division

SUBJECT: Lease No. DACW01-1-80-115, Bay Springs Lake, Mississippi

Mr. Robert S. Weir, Executive Director
Tombigbee River Valley
Water Management District
Post Office Box 616
Tupelo, Mississippi 38802

Dear Mr. Weir:

As you are aware, the construction of facilities at Crow's Neck Environmental Education Center is expected to be completed within the next few months. For this reason, and to answer some of the questions posed in your letter of July 30, 1992, to Colonel Stephen M. Sheppard, District Engineer for the Nashville District, we feel that it is important that we correspond with you at this time. We also believe that an early meeting between the Mobile District, TRVWMD, and the Consortium would be mutually beneficial. Such a meeting would give us an opportunity to meet the Consortium members, and the Center Director, become more familiar with the Center's proposed operation and maintenance program, and discuss any remaining issues or items not covered herein.

Suggested meeting dates are September 29 or 30, or during the week beginning October 5. We can host the meeting at the Bay Springs Lake Resource Office, the Columbus Area Office, or would be happy to meet at another facility of your choosing. We anticipate that there would be five or six attendees from our District. Please let us know of a time and place which would be suitable to you. In the interim, some of the items which need to be addressed at this time are as follows:

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Sincerely,

Donald L. Burchett
Chief, Real Estate Division

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