

DEPARTMENT OF THE ARMY
LEASE TO NON-STATE GOVERNMENTAL AGENCIES
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
SARDIS CREEK PARK
LAKE SIDNEY LANIER
HALL COUNTY, GEORGIA

THIS LEASE is made on behalf of the United States and the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and **HALL COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the Lessee,

WITNESSETH:

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

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of Twenty-Five (25) years, beginning July 1, 2025, and ending June 30, 2050.

2. CONSIDERATION

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.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee to Hall County, Georgia, P.O. Drawer 1435, Gainesville, GA 30503; and if to the United States, to the U.S. Army Corps of Engineers, Mobile District, Real Estate Division, Attention: Real Estate Contracting Officer, 109 Saint Joseph Street, Mobile, Alabama 36602 or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to “Secretary of the Army,” “Real Estate Contracting Officer,” “said officer” or “Lessor” shall include their duly authorized representatives. Any reference to “Lessee” shall include sublessees, assignees, transferees, concessionaires, and its duly authorized representatives.

5. DEVELOPMENT PLANS

The Lessee shall be guided by an annual Plan of Operation and Maintenance in furtherance of the Lessee’s implementing Plan of Recreation Development and Management (Development Plan) attached as **Exhibit “C”** which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sublessees. No later than October 1st of each year the Lessee will submit the annual Plan to be mutually agreed on between the Lessee and the Real Estate Contracting Officer. Such annual Plan shall include but is not limited to the following:

- a. Plans for management, maintenance and development activities to be undertaken by the Lessee and any sublessees.
- b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year.
- c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year.
- d. Minor modifications to the Development Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased premises.
- e. Budget of the Lessee for carrying out all activities for the upcoming year.
- f. Personnel to be used in the management of the leased premises.
- g. Annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Rehabilitation Act and the Americans with Disabilities Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

The use and occupation of the premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer.

During the term of the lease, the Real Estate Contracting Officer will notify the Lessee of any updates to the existing project Master Plan affecting the premises and the Lessee may provide comments.

6. STRUCTURES AND EQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on **RESTORATION**. However, no structures may be erected or altered upon the premises unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the Real Estate Contracting Officer. The Real Estate Contracting Officer may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

7. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall 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 16 U.S.C. § 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitation Act and the Americans with Disabilities Act, as required in the Condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

8. CONDITION OF PREMISES

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

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

9. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in the Condition on **DEVELOPMENT PLANS** either directly or through

subleases or concession agreements that have been reviewed and accepted by the Real Estate Contracting Officer. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third-party activities have been approved by the Real Estate Contracting Officer. The Lessee will not allow any third-party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sub-lessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

10. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the Real Estate Contracting Officer, the Lessee shall neither transfer nor assign this lease nor sublet the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The Lessee will not subdivide nor develop the premises into private residential development.

11. FEES

Fees may be charged by the Lessee for the entrance to or use of the premises or any facilities, however, no user fees may be charged by the Lessee or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

12. ACCOUNTS, RECORDS AND RECEIPTS

All monies received by the Lessee from operations conducted on the premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the Real Estate Contracting Officer. The Lessee shall establish and maintain accurate records and accounts and provide an annual statement of receipts and expenditures to the Real Estate Contracting Officer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The Real Estate Contracting Officer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sub-lessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the Real Estate Contracting Officer with the results of such an audit.

13. PROTECTION OF PROPERTY

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

14. 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.

15. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the Real Estate Contracting Officer shall be installed and maintained by and at the expense of the Lessee.

16. INSURANCE

a. At the commencement of this lease, the Lessee, unless self-insured, and its sub-lessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies' contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices, or a minimum combined Single Limit of \$1,000,000, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the Real Estate Contracting Officer a copy of the policy or policies or, if acceptable to the Real Estate Contracting Officer, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by the Real Estate Contracting Officer every three years or upon renewal or modification of this lease.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the Real Estate Contracting Officer be given thirty (30) days' notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the Real Estate Contracting Officer. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The Real Estate Contracting Officer may require closure of any or all of the premises during any period for which the Lessee and/or its sub-lessees and concessionaires do not have the required insurance coverage.

17. 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, and restore the premises to a condition satisfactory to the Real Estate Contracting Officer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property therefrom, and restore the premises to the aforesaid condition within such time as the Real Estate Contracting 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 the Real Estate Contracting Officer, said property shall either become the property of the United States without compensation therefore, or the Real Estate Contracting 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.

18. 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 Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sub-lessees and assigns.

19. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the Real Estate Contracting Officer,

interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the Real Estate Contracting Officer.

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

21. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

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

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the Real Estate Contracting Officer in the manner prescribed in the Condition on **NOTICES**.

22. HEALTH AND SAFETY

a. The Lessee shall keep the premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sub-lessees and concessionaires operate and maintain the premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the Real Estate Contracting Officer, upon discovery of any hazardous conditions on the premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected within the time specified, the Real Estate Contracting Officer will have the option to revoke the lease. The Lessee and its assignees or sub-lessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

23. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sub-lessees or concessionaires, to forbid the full use by the public of the premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the premises and provide safety and security to the visiting public.

24. 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. Real Estate Contracting Officers may allow the sale of state lottery tickets, in accordance with state and local laws and regulations, as long as the sale of tickets constitutes a collateral activity, rather than primary activity, of the Lessee. The Lessee shall not install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance.

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

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

25. NATURAL RESOURCES

a. The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized under and pursuant to the Development Plan described in the Condition on **DEVELOPEMNT PLANS** herein.

b. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of 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.

26. 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;
- (iii) and 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 the said officer.

27. 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 leased area 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 the Real Estate Contracting Officer before any pesticides or herbicides are applied to the premises.

28. ENVIRONMENTAL SITE ASSESSMENT

An Environmental Site Assessment (ESA) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon is attached hereto and made a part hereof as **Exhibit "E"**. Upon expiration, revocation or termination of this lease, another ESA shall be prepared which will document the environmental condition of the property

at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION**.

29. HISTORIC PRESERVATION

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

30. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to the Real Estate Contracting 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 the Real Estate Contracting Officer.

31. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites.

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 the Real Estate Contracting Officer.

32. COVENANT AGAINST CONTINGENT FEES

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

33. 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 the lease be for the general benefit of such corporation or company.

34. 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 clause as well as all other conditions of this lease.

35. EXECUTIVE ORDER 13658

Any reference in this section to “prime contractor” or “contractor” shall mean the Lessee and any reference to “contract” shall refer to the Lease.

The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

a. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

b. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

c. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

d. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

e. Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

f. Payroll Records.

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (f)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by

authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number.
- (ii) The worker's occupation(s) or classification(s)
- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

g. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

h. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by

virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

i. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

j. Anti-retaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

k. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

l. Notice. The contractor must notify all workers performing work on or in

connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

36. APPLICABILITY OF EXECUTIVE ORDER 13658

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

37. EXECUTIVE ORDER 13706

Any reference in this section to “prime contractor” or “contractor” shall mean the Lessee and any reference to “contract” shall refer to the Lease.

a. Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR

13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

c. Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

d. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis–Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid (including all pay and benefits provided);
- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
- (xiii) The relevant covered contract;
- (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
- (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick

leave as otherwise required by 29 CFR 13.5(b)(4).

- (2) (i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

- (4) (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the

confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60–741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis–Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

i. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis–Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such

leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

38. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions

of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat.1151; 33 U.S.C. § 403), or Section 404 of the Clean Water Act (33 U.S.C. § 1344).

IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, 2024.

ZACHARY T. LAMBERT
Real Estate Contracting Officer

Signed, sealed and delivered
in the presence of:

Unofficial Witness

NOTARY PUBLIC
My Commission Expires _____
[SEAL]

THIS LEASE is also executed by the Lessee this _____ day of _____, 2024.

HALL COUNTY, GEORGIA

SIGNATURE

PRINTED NAME

TITLE

PHONE NUMBER

Signed, sealed and delivered
in the presence of:

Unofficial Witness

NOTARY PUBLIC
My Commission Expires _____
[SEAL]

Witness

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the _____
(Name) (Secretary or Attesting Officer)

of the _____, named as grantee/lessee/licensee herein;
(Agency Name)

that _____, who signed this Agreement on behalf
(Officer Name)

of said _____, was then _____
(Agency Name) (Officer Title)

of the Agency; and that said Agreement was duly signed for and on behalf of

the _____ by authority of its governing body and is
(Agency Name)

within the scope of its statutory powers.

Signed, _____
Secretary or Attesting Officer

(The person that signed the attached instrument cannot sign Certificate)

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.

Property Description – Sardis Creek Day Use Park- United States of America - Lake Lanier - Segment Maps J & K

All that tract or parcel of land lying and being in Land Lots 84 and 85, 10th District of Hall County, GA, and being more particularly described as follows:

BEGINNING from United States Army Corps of Engineers monument 84/95-A having GA State Plane coordinates of North- 1,578,650.568 feet, and East- 2,380,363.736 feet (West Zone NAD 83- US Survey Feet),

Thence South 89°54'00" East, 245.94 feet to the shoreline;

Thence along the shoreline, described generally by the following protracted calls:

South 20°45' East, 675 feet to a point;

South 45°00' West, 83 feet to a point;

North 70°15' West, 257 feet to a point;

North 52°45' West, 205 feet to a point;

South 73°45' West, 164 feet to a point;

South 00°30' West, 232 feet to a point;

South 60°15' East, 561 feet to a point;

South 71°30' East, 287 feet to a point;

South 34°45' West, 168 feet to a point;

North 76°45' West, 474 feet to a point;

North 41°45' West, 225 feet to a point;

North 72°45' West, 110 feet to a point;

North 21°30' West, 398 feet to a point;

North 63°00' West, 396 feet to a point;

North 44°45' West, 332 feet to a point;

North 28°45' West, 172 feet to a point on shoreline, total actual (not general and protracted) distance along said shoreline being a total of 5,520.54 feet;

Thence leaving said shoreline and with a new division line of property of United States tract number K-1115 North 64°48'04" East, 299.75 feet to a Corps of Engineers concrete monument number 84-22;

Thence along property line of United States North 36°38'00" East, 174.00 feet to a Corps of Engineers concrete monument number 84-23;

Thence South 42°17'00" East, 114.20 feet to a Corps of Engineers concrete monument number 84-24;

Thence North 53°52'00" East, 168.90 feet to a Corps of Engineers concrete monument number 84-25;

Thence South 51°42'00" East, 575.30 feet to a Corps of Engineers concrete monument number 84-26;

Thence North 5°35'00" West, 104.20 feet to a Corps of Engineers concrete monument number 84-27;

Thence South 89°54'00" East, 170.50 feet to the POINT OF BEGINNING;

Containing 1,202,438.04 square feet, 27.6 acres, more or less.

From that aggregate amount, the following areas per tract:

From Tract J-1085, 93,349 Sq. Ft.

From Tract J-1086, 1,790 Sq. Ft.

From Tract J-1087, 19,577 Sq. Ft.

From Tract J-1088, 46,319 Sq. Ft.

From Tract J-1089, 27,407 Sq. Ft.

From Tract J-1090, 54,646 Sq. Ft.

From Tract J-1091, 63,743 Sq. Ft.

From Tract J-1092, 27,551 Sq. Ft.

From Tract J-1093, 29,792 Sq. Ft.

From Tract J-1094, 27,837 Sq. Ft.

From Tract K-1103, 76,472 Sq. Ft.

From Tract K-1104, 96,881 Sq. Ft.

From Tract K-1105, 18,111 Sq. Ft.

From Tract K-1106, Entire Tract.

From Tract K-1107, Entire Tract.

From Tract K-1108, 18,994 Sq. Ft.

From Tract K-1109, 20,057 Sq. Ft.

From Tract K-1111, Entire Tract.

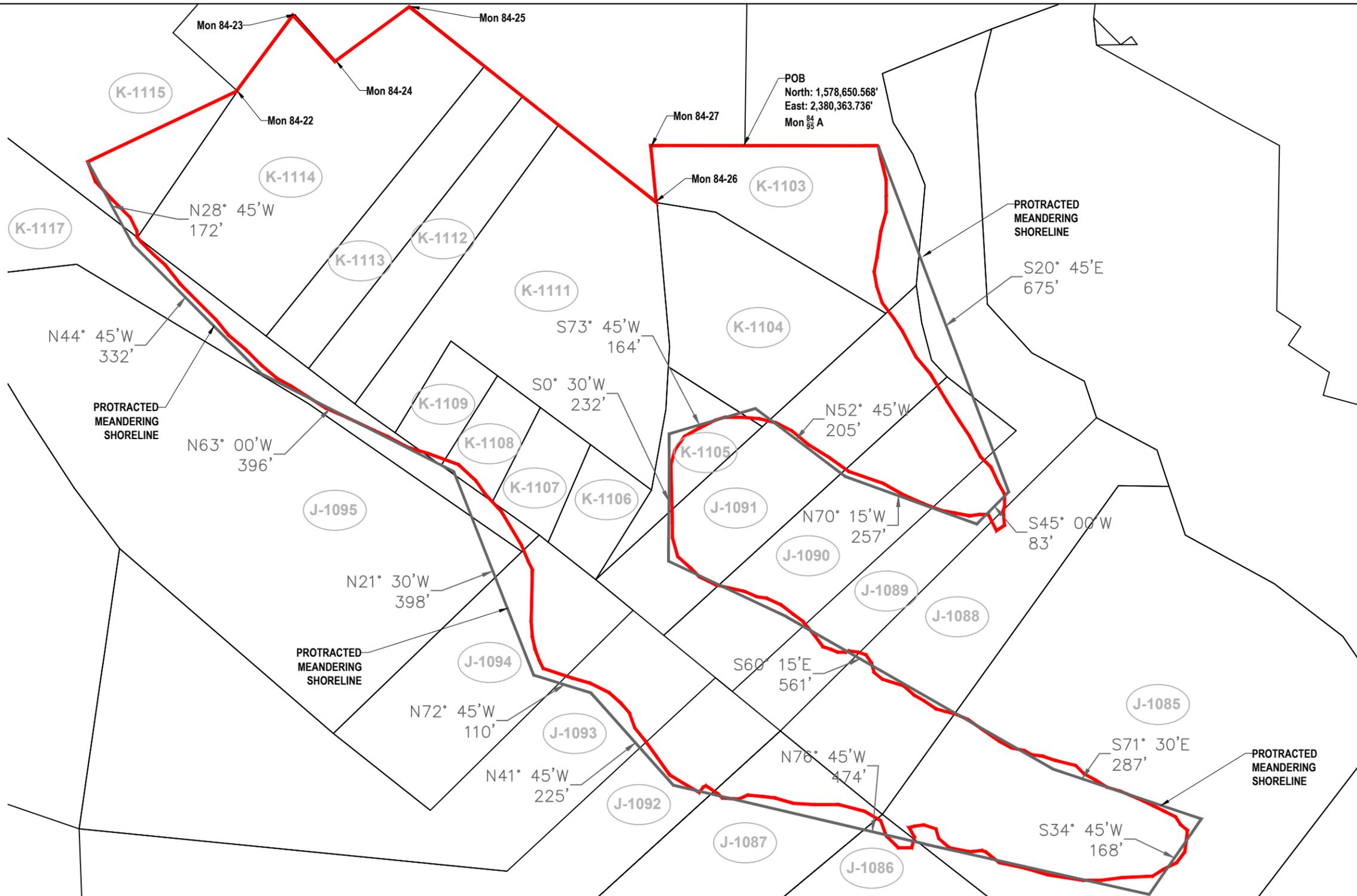
From Tract K-1112, Entire Tract.

From Tract K-1113, Entire Tract.

From Tract K-1114, Entire Tract.

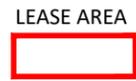
From Tract K-1115, 24,725 Sq. Ft.

From Tract K-1117, 19,825 Sq. Ft.



**US Army Corps
of Engineers**

SARDIS CREEK DAY USE PARK
RECREATION MANAGEMENT LEASE AREA
LAKE LANIER
SEGMENTS J, K
HALL COUNTY, GA
EXHIBIT B
LEASE NO. DACW01-1-24-0044



SCALE 1" = 200'

Development Plan

For Sardis Creek Park

By Hall County Parks & Leisure Services

1. Minimum facilities and services provided during first three years of the lease:

- a. Paint and restore restrooms. Cost: \$30,000
- b. Improve landscaping, remove chain-link fence. Cost: \$30,000
- c. Replace all signage. Cost: \$20,000
- d. Repair/refresh courtesy dock at boat ramp. Cost: \$15,000
- e. Convert Ranger Station for use as Administrative Office. Cost: \$10,000

Est. Total: \$105,000

2. Minimum facilities and services provided during years 4-5 of the lease:

- a. Construct maintenance/storage buildings in accordance with site Master Plan. Cost: \$100,000
- b. Obtain approval from USACE for Environmental Assessment of the property, and an update to the Sardis Creek site plan, if necessary. Cost \$10,000
- c. Misc. enhancements. Cost: \$10,000

Est. Total: \$120,000

3. Minimum facilities and services provided during years 5-10 of the lease:

- a. Re-top/stripe parking lots. Cost: \$50,000
- b. Erosion control. Cost: \$40,000
- c. Construct approximately .5 miles of trails in accordance with site Master Plan. Cost: \$40,000
- d. Purchase new picnic tables, trash cans, placed in accordance with site Master Plan. Cost: \$25,000
- e. Replace/refresh existing picnic tables, trash cans. Cost: \$20,000

Est. Total: \$175,000

INVENTORY AND CONDITION REPORT OUT-LEASE	PAGE 1 OF 1 PAGES
	DATE OF SURVEY 03 June 2024

NOTE: The purpose of this survey is to establish the condition of the premises described in SECTION I at the time of leasing so as to eliminate any controversial questions concerning the physical condition of the property upon termination of the lease.

SECTION I – INVENTORY DATA AND CONDITION AGREEMENT

PROJECT
Buford Dam and Lake Sidney Lanier, GA

TRACT NUMBER(S): All or parts of J-1085; J-1086; J10-87; J-1092; J-1093; J-1094; K-1117; J-1088; J-1089; J-1090; J-1091; K-1105; K-1106; K-1107; K-1108; K-1109; K-1111; K-1112; K-1113; K-1114; K-1115; K-1103	ACRES 27.6	LESSEE Hall County, Georgia
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1. **BUILDINGS** (*List – if other than “None” is entered in this block, give full details on attached supplement ORH Forms 2077A*).
 A. BUFORD-25454; Restroom; 16'L x 29'W; 1989; Good.
 B. BUFORD-25389; Ranger Station Bldg. – 2 story; 50'L x 30'W x 12'H; Wood, 1956; Good.

2. **FENCE** (*Include kind and condition*)
 A. Chain Link; ~1,000'; Fair

3. **GATES** (*Include number, kind and condition*)
 A. Chain Link; Swing; ~20'; Fair
 B. Metal Post; Swing; ~30'; Good.

4. **PUMPS** (*Include number, kind and condition*) - NONE

5. **TIMBER** (*Include quality, area and recent cutting*) - ~13 acres; fair; no recent cutting.
 All timber assets are to remain the property of the U.S. Government

6. **ALL OTHER GOVERNMENT-OWNED FACILITIES**
 A. Signs – See attached inventory
 B. Road: Asphalt; ~1,000'; Good.
 C. Parking: Asphalt; ~58,000 sq ft; Good.
 D. Septic System 1: Good.
 E. Septic System 2: Good.
 F. Water System: Good.
 G. Electric System: Good.
 H. Courtesy Dock 1: Fair.
 I. Courtesy Dock 2: Fair.
 J. Boat Ramp: 3 lanes; Fair.
 K. Bulletin Board: Fair.
 L. Picnic Tables: 6; Fair.
 M. Picnic Shelter w/ Grill: Good.
 N. Road: Gravel; ~500'; Fair.
 O. Sidewalk: Concrete; ~200'; Good.

DATA REQUIRED BY THE PRIVACY ACT OF 1974

TITLE OF FORM: Inventory and Condition Report Out-Lease PRESCRIBING DIRECTIVE: ER 405-1-830
 1. AUTHORITY: 10 U.S.C. 2667
 2. PRINCIPAL PURPOSES(S): To identify improvements which are on land to be leased by the United States and the condition of these improvements.
 3. ROUTINE USES: Attached to ENG Form 1366 (1 Oct 62) and similar leases and licenses so that the grantee is charged with responsibility to maintain the facilities described and to obtain replacement or restoration at the conclusion of the lease or license.
 Used by Real Estate Division only. Form retained in Real Estate Division
 4. MANDATORY OR VOLUNTARY DISCLOSURE AND EFFECT ON INDIVIDUAL NOT PROVIDING INFORMATION:
 Use of the form is mandatory, but all information contained in it relates to real estate improvements and their condition. All real estate involved is property of the United States of America.

JOINT AGREEMENT ON THE CONDITION OF THE PREMISES

We, the undersigned, jointly inspected the above premises. We agree that as of the date of this survey the condition of the said premises is as described herein. Further the lessee agrees to accept this report as representing the condition of the premises as of the effective date of the lease and assume responsibility of notifying the office of the District Engineer, U.S. Army Engineer District, Huntington, by registered mail, on or before the effective date of the lease of any condition found contrary to the above.

NAME AND SIGNATURE OF <input type="checkbox"/> LESSEE <input type="checkbox"/> AGENT	NAME, TITLE, AND SIGNATURE OF U.S. GOVERNMENT REPRESENTATIVE
ADDRESS	ORGANIZATION

ORH FORM 2077
1 MAR 77

(1 JAN 66 EDITION OBSOLETE)

041 Sardis Creek Day Use		Prepared by: Joe Fulcher			Date: 2022	
	Compliant: Non-Compliant:	27				
Plan ID #	Legend: Sign Text	Panel Size (inches) # x #		HAGL (inches)	Photo #	Notes
1	Park Hours Open 7:00 a.m. Closed 10:00 p.m. Boat use all hours	54	34.5	36	I-12	
2	Speed Limit 15	18	24	60	T-6	
3	Ranger Station	72	18	48	I-82	
4-12	US Property No Trespassing	11.5	13.5	0	R-7	
13	SLOW NO WAKE					Navigational Sign
14,15	US Property No Trespassing	11.5	13.5	0	R-7	
16	Boaters Warning					Power Company
17	Boat ramp rules loading and unloading only (see photo for entire message)	33.75	32	40	I-2	
18	Sardis Creek Park	34	16	48	0	On back of #17
19	Dock Rules Loading and unloading Only 10 Minute time limit	26	19	48	I-26	
20	STOP	24	24	60	T-13	
21	- Symbol - No Alcoholic Beverages	18	24	60	R-2	
22	No Weapons					
23	Sardis Creek	56	18	34	I-64	
24	Sardis Creek →					
25	← Bolding Mill/Sardis Creek →					
26	Bolding Mill Campground →					3 Symbols
27	← Bolding Mill Campground					3 Symbols

ENVIRONMENTAL SITE ASSESSMENT
Phase1
USACE Mobile District

Property: SARDIS CREEK DAY USE PARK

Date Prepared: 30 NOV 2023

This report was prepared IAW ER 200-2-3 Chapter 10 Real Estate, and ASTM Standard E1527-21 to document *all appropriate inquiries* into the previous ownership and uses of the property with the goal of identifying *recognized environmental conditions*.

1. Summary *(Per ASTM 1527-21 paragraph X5.1 Summary—This section provides a summary of the Phase I Environmental Site Assessment process and may include findings, opinions and conclusions.)*

An Environmental Site Assessment was conducted on November 30, 2023 at the Sardis Creek Park & Ranger Station. Records reviews were conducted. No recognized environmental conditions were identified during the site assessment that would impede the proposed lease for this area.

2. Introduction *(Per ASTM 1527-21 paragraph X5.2 Introduction—This section identifies the property ((location and legal description)) and the purpose of the Phase I Environmental Site Assessment. This section also provides a place to discuss contractual details ((including scope of work)) as well as limiting conditions, deviations, exceptions, significant assumptions, and special terms and conditions.)*

The property (Tract No. J-1085, J-1086, J-1087, J-1088, J-1089, J-1090, J-1091, J-1092, J-1093, J-1094, J-1095, K-1104, K-1106, K-1107, K-1108, K-1109, K-1111, K-1112, K-1113, K1114- K-1115, K-1117) located on 2991 Antioch Church Road Gainesville, GA 30506 in the 10th District of Hall County (Land lots 84 & 85) was a home site purchased by the US Army Corps of Engineers (USACE) on March 29,1955. USACE intends to lease this property to Hall County. Currently, it is used as a recreational facility with the intent that this will continue when it is leased. The lease is approximately 27.64 acres and will include: Day Use Park, Day Use Boat Ramp, Day Use Courtesy Dock (SL04101), Bath House (SL04102), Farm House (SL10014), Farm House Courtesy Dock (SL10031). Utilities include underground electric with ground transformer, and municipal water and sewer.

3. Records Review *(Per ASTM 1527-21 paragraph X5.4 Records Review—This section presents a review of physical setting sources, standard and additional environmental records sources, and historical use information on the property and surrounding area as detailed in Section 8, Records Review.)*

A records review was conducted for this property by ECC Dan Barnes, including USACE Real Property records as well as the records listed in Appendix A. None of the records reviewed indicated the current or past presence of any recognized environmental conditions. Records do not indicate any previous industrial use for this site, which currently consists of a 2-story house, grassed yard with trees and shrubs, and a covered picnic table. Additional facilities are day use park amenities accessed by paved roads and parking lots. Google Earth provided current images of the property. USACE Real Estate records indicate a deep well and pump house to serve the old house; however, these items were not found. Additionally, historical photos show an above ground storage tank (AST) on the outside of the house that is no longer present. No fill pipes or any other indications of any AST or UST were found during the site visit.

ENVIRONMENTAL SITE ASSESSMENT
Phase1
USACE Mobile District

Property: SARDIS CREEK DAY USE PARK

Date Prepared: 30 NOV 2023

4. Site Reconnaissance *(Per ASTM 1527-21 paragraph X5.5 Site Reconnaissance—This section includes site reconnaissance observations as discussed in Section 9, Site Reconnaissance, including general site setting, interior and exterior observations, and uses and conditions of the property and adjoining properties.)*

Lanier Environmental Compliance Coordinator (ECC) Dan Barnes conducted a site visit 30 November 2023. The site is set on a peninsula intruding into Lake Lanier, with all surrounding land being a recreational USACE park. The lease area currently consists of day use park amenities, a 2-story house, grassed yard with trees and shrubs, and a covered picnic table. Utilities include underground electric with ground transformer, and municipal water and sewer.

From the 1955 deed, the original purchase of the 16'6"x40'6" 2-Story home included front and back porches, a shed, and a 4'x6' well with 30-gallon tank, 200' of piping and ¾ hp pump house. The shed, well, tank, and pump house are no longer present.

House - predominantly wood construction, with some metal panels, a brick chimney, painted white. Linoleum flooring in kitchen with hardwood interior throughout the remainder of the house. No acoustic tile, old floor tiles or mastic, or other signs of asbestos present, lead paint (cursory) test performed on wall, upstairs window, and stair rail were all negative for lead. Household chemicals found in home were basic over-the-counter cleaning supplies. AST shown in old photo attached to house is no longer present.

Yard - No well present, mostly grass with few trees, and trees along the lake shoreline, Silverthorn shrubs (invasive) present at driveway entrance. Driveway is partial asphalt with gravel, new ground transformer present, entire property is surrounded by a day use park. PVC septic cleanout pipe observed on the northeast side of house.

5. Interviews *(Per ASTM 1527-21 paragraph X5.6 Interviews—This section provides a summary of interviews conducted as detailed in Section 10, Interviews with Past and Present Owners and Occupants, and Section 11, Interviews with State and Local Government Officials.)*

After speaking with employees both past and present, and environmental health representatives from the respective county, there are no known records available showing discrepancies in the findings for this report.

6. Findings and Opinions *(Per ASTM 1527-21 paragraph X 5. 8 Findings and Opinions—This section documents the findings, opinions and conclusions of the Phase I Environmental Site Assessment as stated in Section 12. This section also includes additional investigations, data gaps, deletions.)*

No hazards identified or reasons found not to proceed with lease proposal.

7. Non-Scope Considerations *(Per ASTM 1527-21 paragraph X5.7 Non-Scope Services— This section provides a place for recommendations and summarizes additional services discussed in Section 13, which are not a part of this practice.)*

Disturbed homestead site showing no indication of endangered species or cultural resources. No erosion seen at the site, nor wetlands of importance.

ENVIRONMENTAL SITE ASSESSMENT
Phase1
USACE Mobile District

Property: SARDIS CREEK DAY USE PARK

Date Prepared: 30 NOV 2023

8. Environmental Professional Qualifications *(Per ASTM 1527-21 Section 7.5.1 and X2.1 Environmental Professional), state specific education, training, and experience necessary to exercise professional judgment to develop opinions and conclusions regarding conditions indicative of releases or threatened releases (see §312.1(c)) on, at, in, or to a property, sufficient to meet the objectives and performance factors in §312.20(e) and (f.)*

Education: Barnes received a Master of Science degree with a concentration in Parks and Natural Resources Management from Slippery Rock University in Slippery Rock, Pennsylvania in 2023. In July 2013, he began his career with the US Army Corps of Engineers and was appointed as a Natural Resource Specialist/ Environmental Compliance Coordinator in August 2023.

Training: Spill Response Training 2000 Fort Lee, Virginia. Geographic Information Systems (GIS) Introduction 2020 Buford, GA. USACE ERGO/CP Track Feb 2023, Comprehensive Environmental Compliance Assessment Course 2023.

Experience: Mr. Barnes has worked as the Environmental Compliance Coordinator for Allatoona Lake and Powerhouse, Carters Lake and Powerhouse, and Lake Sidney Lanier and Buford Powerhouse since 2021. Since this time, he has reviewed real estate transactions relating to land disposals and leases.

9. Conclusion

I have performed a Phase I Environmental Site Assessment of the property in conformance with the scope and limitations of ASTM Practice E1527. Any exceptions to, or deletions from, this practice are described in the Evaluation Section of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the property except those (if any) described below.

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Daniel Barnes
Environmental Professional

ENVIRONMENTAL SITE ASSESSMENT
Phase1
USACE Mobile District

Property: SARDIS CREEK DAY USE PARK

Date Prepared: 30 NOV 2023

10. District Environmental Compliance Coordinator Review and Concurrence

I have consulted with the Environmental Professional above and reviewed this Phase I Environmental Site Assessment of the property. I concur that this document was prepared in conformance with the scope and limitations of ASTM Practice E1527. Any exceptions to, or deletions from, this practice are described in the Evaluation Section of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the property except those (if any) described listed in Paragraph 9.

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Eric Haskell
District Environmental Compliance Coordinator

Appendices

APPENDIX A - Records Review Checklist

APPENDIX B - All Appropriate Inquiries Checklist

APPENDIX C - Non-Scope Considerations Checklist

APPENDIX D - Personnel Interviewed

APPENDIX E - Photographs/Map(s) of Property

APPENDIX F – Other supporting documentation

**ENVIRONMENTAL SITE ASSESSMENT
Phase1
USACE Mobile District**

Property: SARDIS CREEK DAY USE PARK

Date Prepared: 30 NOV 2023

APPENDIX A – Records Review Checklist

Standard Federal, State, and Tribal Environmental Record Sources –The following standard environmental record sources were reviewed, according to the conditions of ASTM 1527-21 Section 8. Records located are described in the Environmental Site Assessment.

Source	Approximate Minimum Search Distance, miles (kilometers)	<u>Search conducted:</u>
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EPA’s Superfund Enterprise Management System

<http://cumulis.epa.gov/supercpad/cursites/srchsites.cfm> Yes No

Federal NPL site list	1.0 (1.6)	
Federal Delisted NPL site list	0.5 (0.8)	
Federal CERCLIS list	0.5 (0.8)	
Federal CERCLIS NFRAP site list	property and adjoining properties	
State and Tribal CERCLIS	0.5 (0.8)	
State and Tribal NPL	1.0 (1.6)	

EPA's Federal Registry System (Select RCRAInfo, it will give you all this information)

<https://www.epa.gov/frs/frs-query> Yes No

Federal RCRA CORRACTS TSD facilities list	1.0 (1.6)	
Federal RCRA non-CORRACTS TSD facilities list	0.5 (0.8)	
Federal RCRA generators list	property and adjoining properties	
State and Tribal leaking storage tanks	0.5 (0.8)	
State and Tribal landfill and/or solid waste disposal lists	0.5 (0.8)	
State and Tribal Brownfield sites	0.5 (0.8)	
State and Tribal registered storage tank	0.5 (0.8)	
State and Tribal volunteer cleanup site	0.5 (0.8)	

Federal [ERNS](#) list property only Yes No

**ENVIRONMENTAL SITE ASSESSMENT
Phase1
USACE Mobile District**

Property: SARDIS CREEK DAY USE PARK

Date Prepared: 30 NOV 2023

APPENDIX A – Records Review Checklist (CONT)

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Dan Barnes
Lanier Environmental Compliance Coordinator

APPENDIX B - All Appropriate Inquiries

Property: SARDIS CREEK DAY USE PARK

Date Prepared: 30 NOV 2023

This checklist is utilized to identify uses and conditions of the *property* to the extent that were *visually and/or physically observed* on a site visit, or to the extent they are identified during *interviews* or *record review* processes as described in ASTM 1527-21. Describe identified uses and conditions in the Environmental Site Assessment report.

	Observed	Interview	Record Review	No	YES
B.1 Are there structures or other improvements on the property? (ASTM 1527-21 para 9.4.7)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B.2. Is there stained soil or pavement? (ASTM 1527-21 para 9.4.23)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B.3 Are buildings on the property heated/cooled? (ASTM 1527-21 para 9.4.19)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B.4 Does the property have a source of potable water. (ASTM 1527-21 para 9.4.9)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B.5 Does the property have a sewage disposal system including on-site septic systems or cesspools. (ASTM 1527-21 para 9.4.10 and 9.4.28)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B.6 Are there stains or corrosion on floors, walls, or ceilings? (ASTM 1527-21 para 9.4.20)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.7 Are there floor drains and sumps on the property? (ASTM 1527-21 para 9.4.21)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.8 Are there above-ground storage tanks, or underground storage tanks or vent pipes, fill pipes or access ways indicating underground storage tanks on the property? (ASTM 1527-21 para 9.4.12)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.9 Are there public thoroughfares adjoining the property or any roads, streets, and parking facilities on the property. (ASTM 1527-21 para 9.4.8)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.10 Are current uses likely to involve the use, treatment, storage, disposal, or generation of hazardous substances or petroleum product? (ASTM 1527-21 para 9.4.1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.11 Did past uses of the site involve the use, treatment, storage, disposal, or generation of hazardous substances or petroleum products? (ASTM 1527-21 para 9.4.2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.12 Are current uses of adjoining properties likely to indicate recognized environmental conditions with the adjoining property or the property? (ASTM 1527-13 para 9.4.3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.13 Are past uses of adjoining properties likely to indicate recognized environmental conditions with the adjoining property or the property? (ASTM 1527-13 para 9.4.4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.14 Are there current or past uses in the Surrounding Area likely to indicate recognized environmental conditions in connection with the property?(ASTM 1527-13 para 9.4.5)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.15 Are hazardous substances or petroleum products likely to migrate to the property, or within or from the property, into groundwater or soil? (ASTM 1527-21 para 9.4.11)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.16 Are there any strong, pungent, or noxious odors on the property? (ASTM 1527-21 para 9.4.13)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

APPENDIX B - All Appropriate Inquiries

Property: SARDIS CREEK DAY USE PARK

Date Prepared: 30 NOV 2023

This checklist is utilized to identify uses and conditions of the *property* to the extent that were *visually and/or physically observed* on a site visit, or to the extent they are identified during *interviews or record review processes* as described in **ASTM 1527-13**. Describe identified uses and conditions in the Environmental Condition of Property report.

	Observed	Interview	Record Review	No	YES
B.17 Is there standing surface water or pools/sumps containing liquids likely to be hazardous substances or petroleum products on the property? (ASTM 1527-21 para 9.4.14)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.18 Are there containers identified as containing hazardous substances or petroleum products on the property and are or might be a recognized environmental condition? (ASTM 1527-13 para 9.4.2.8)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.19 Are there containers containing unidentified substances suspected of being hazardous substances or petroleum products on the property? (ASTM 1527-21 para 9.4.17)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.20 Is there electrical or hydraulic equipment known to contain PCBs or likely to contain PCBs on the property? (ASTM 1527-21 para 9.4.18)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.21 Are there pits, ponds, or lagoons on the property? (ASTM 1527-13 para 9.4.22)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.22 Are there areas of stressed vegetation (from something other than insufficient water) on the property? (ASTM 1527-21 para 9.4.24)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.23 Are there areas that are apparently filled or graded by non-natural causes (or filled with fill of unknown origin) suggesting trash, construction debris, demolition debris, or other solid waste disposal, or mounds or depressions suggesting trash or other solid waste disposal on the property? (ASTM 1527-21 para 9.4.25)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.24 Is there any wastewater or other liquid (including storm water) discharged to or from the property? (ASTM 1527-21 para 9.4.26)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B.25 Are there any wells including dry wells, irrigation wells, injection wells, abandoned wells, or other wells on the property? (ASTM 1527-21 para 9.4.27)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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Dan Barnes
Lanier Environmental Compliance Coordinator

APPENDIX C - Non-Scope Considerations Checklist

Property: SARDIS CREEK DAY USE PARK

Date Prepared: 30 NOV 2023

This checklist is utilized to identify uses and conditions of the *property* to the extent that were *visually and/or physically observed* on a site visit, or to the extent they are identified during *interviews* or *record review* processes as described in ASTM 1527-21. Describe identified uses and conditions in the Environmental Condition of Property report.

	Observed	Interview	Record Review	No	YES
C.1 Is there documented evidence of asbestos (e.g., tests, surveys, management plan) in any of the facilities on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.2 Has all friable asbestos on the property or within facilities on the property been removed or become subject to an Operation and Maintenance (O&M) program so that it does not create the potential for human exposure?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.3 Does the site survey of pre-1980 construction identify potential asbestos containing materials (e.g., boiler insulation, floor tiles, building siding, shingles, roofing felt, wall and ceiling insulation, acoustical ceiling tiles, window putty, fuse boxes, heat reflectors, air duct lining)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.4 Were any structures or facilities on the property constructed prior to 1979?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.5 Has a screening test been conducted on the property for lead-based paint?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.6 If so, were the screening tests positive for lead-based paint?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.7 Is any of the on-site paint peeling or chipped?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.8 Are insecticides, fungicides, or rodenticides used in greater than household quantities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.9 Are insecticides, fungicides, or rodenticides used in accordance with manufacturers instructions/recommendations? If, NO, comment in report.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.10 Are insecticides, fungicides, or rodenticides stored on site in greater than household quantities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.11 Have there been reports or evidence of a spill of any pesticides, fungicides, or herbicides on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.12 Has the property been used for chemical or biological testing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.13 Has the property been used for burying medical or biohazardous waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.14 Have any citizen complaints or local law enforcement actions occurred regarding munitions or explosives on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.15 Has the site served as a small arms test range or otherwise to service weapons?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.16 Are any ranges, berms, open burning/open detonation (OB/OD), training, or impact areas onsite?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.17 Has the property ever been suspected to contain radioactive waste, including mixed waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.18 Have radiological substances ever been used or services provided on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

APPENDIX C - Non-Scope Considerations Checklist

Property: SARDIS CREEK DAY USE PARK

Date Prepared: 30 NOV 2023

This checklist is utilized to identify uses and conditions of the *property* to the extent that were *visually and/or physically observed* on a site visit, or to the extent they are identified during *interviews* or *record review* processes as described in ASTM 1527-13. Describe identified uses and conditions in the Environmental Condition of Property report.

	Observed	Interview	Record Review	No	YES
C.19 Has the property been surveyed for radon?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.20 Did the radon survey indicate test results above 4 pCi/l (pico curies/liter)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.21 Do records indicate that nearby structures have elevated indoor levels of radon?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.22 Does the facility emit air pollutants into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.23 Is the facility a type for which new standards of performance (NSPS) have been promulgated? See 40 C.F.R. Part 60 for a list of new source categories and applicable standards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.24 Is the facility in violation or has the facility been in violation of the NSPS or the permit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.25 Is the facility located in a nonattainment area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.26 Will the facility be subject to maximum attainable control technology (MACT)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.27 Is the capital expenditure required to meet the requirements of emissions reductions in the new Clean Air Act, i.e., is the facility required to reduce emissions because it is a non-attainment area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.28 Does the facility incinerate any wastes of any kind?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.29 Does the property have erosion problems (i.e., gullies, arroyos, sediment loading during storms)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.30 Are there any floodplains or wetlands or sinkholes?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.31 Are there any valuable mineral resources?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.32 Is mold present in facilities on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.33 Are there any other conditions that exist on the property that should be considered in the decision to outgrant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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Dan Barnes
Lanier Environmental Compliance Coordinator

APPENDIX D - Personnel Interviewed

Property: SARDIS CREEK DAY USE PARK

Date Prepared: 30 NOV 2023

The objective of *interviews* is to obtain information indicating *recognized environmental conditions* in connection with the property. Listed below are the past and present owners, operators, and occupants of the property, as well as federal, state, and/or local government officials with knowledge of the current and historical uses and condition of the property. (ASTM 1527-21 Sections 10 and 11)

Name: Stephen Cain

Title: USACE Natural Resources Manager, Lake Lanier

Date last interviewed: Feb 9, 2022

Other info: N/A

Name: Randy Flint

Title: USACE Construction Control Representative, Lake Lanier

Date last interviewed: Feb 9, 2022

Other info: N/A

Name: Jeff Emmert

Title: Previous USACE ECC for Lake Lanier

Date last interviewed: Feb 9, 2022

Other info: N/A

Name: Tim Rainey

Title: USACE Project Manager, Lake Lanier

Date last interviewed: Feb 9, 2022

Other info: N/A

Name: Kelly Hairston

Title: Hall County Environmental Health Manager

Date last interviewed: Feb 9, 2022

Other info: N/A

APPENDIX D - Personnel Interviewed

Property: SARDIS CREEK DAY USE PARK

Date Prepared: 30 NOV 2023

Name:

Title:

Date last interviewed:

Other
info:

Name:

Title:

Date last interviewed:

Other
info:

Name:

Title:

Date last interviewed:

Other
info:

Name:

Title:

Date last interviewed:

Other
info:

Name:

Title:

Date last interviewed:

Other
info:

BARNES.DANIEL.C
LINT.1063414030

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BARNES.DANIEL.CLINT.106341
4030
Date: 2024.01.08 10:44:48 -05'00'

Dan Barnes
Lanier Environmental Compliance Coordinator

APPENDIX E - Aerial Photographs/Map(s) of Property



APPENDIX E - Aerial Photographs/Map(s) of Property



Sardis Creek lease (2022), showing home in center with adjacent covered picnic table to south, horseshoe pits in lawn, boat dock, perimeter fence and exterior parking lot to west.



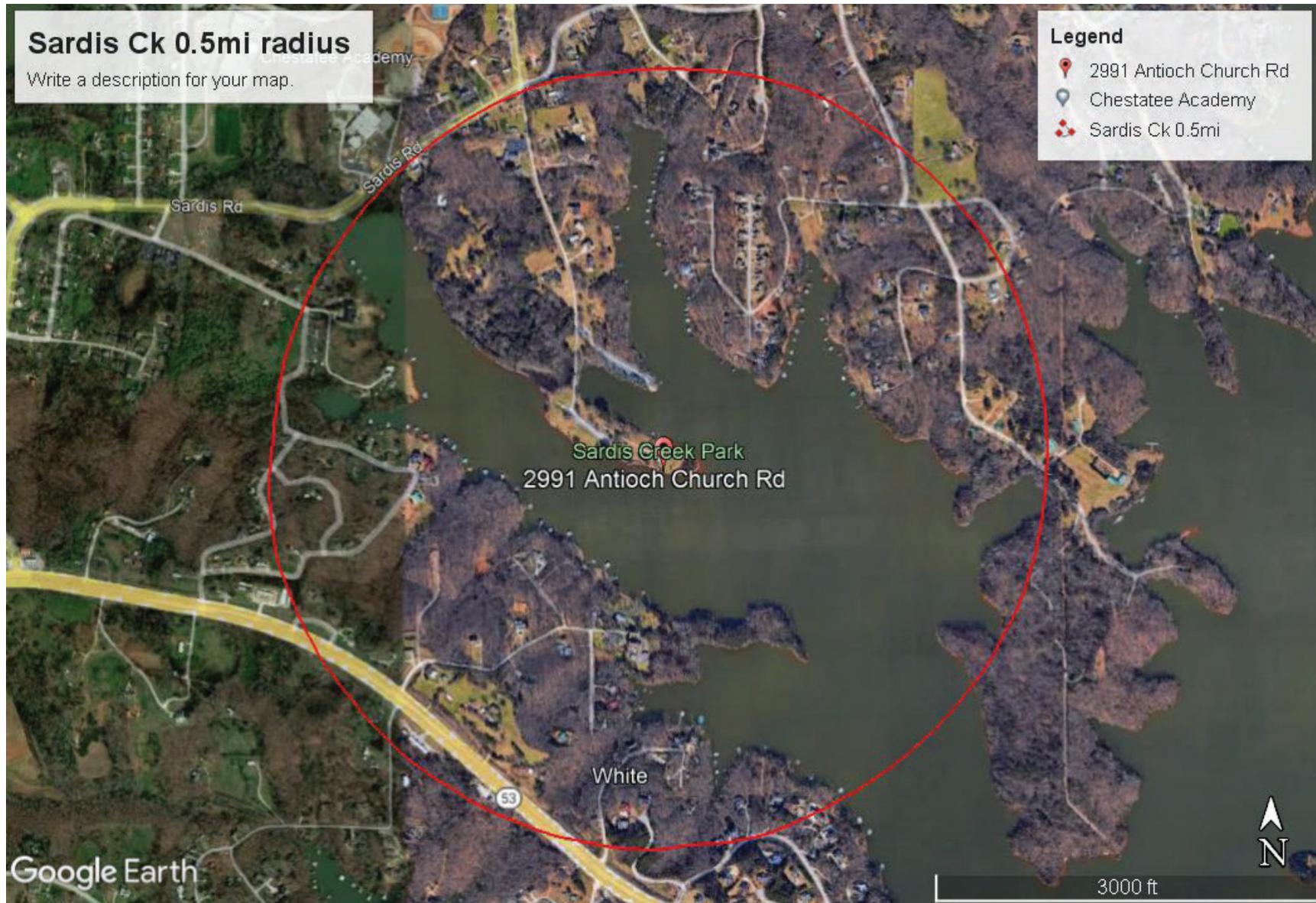
Sardis Creek Day Use Park Bath House SL04102. Aerial photo unavailable due to foliage.

APPENDIX E - Aerial Photographs/Map(s) of Property

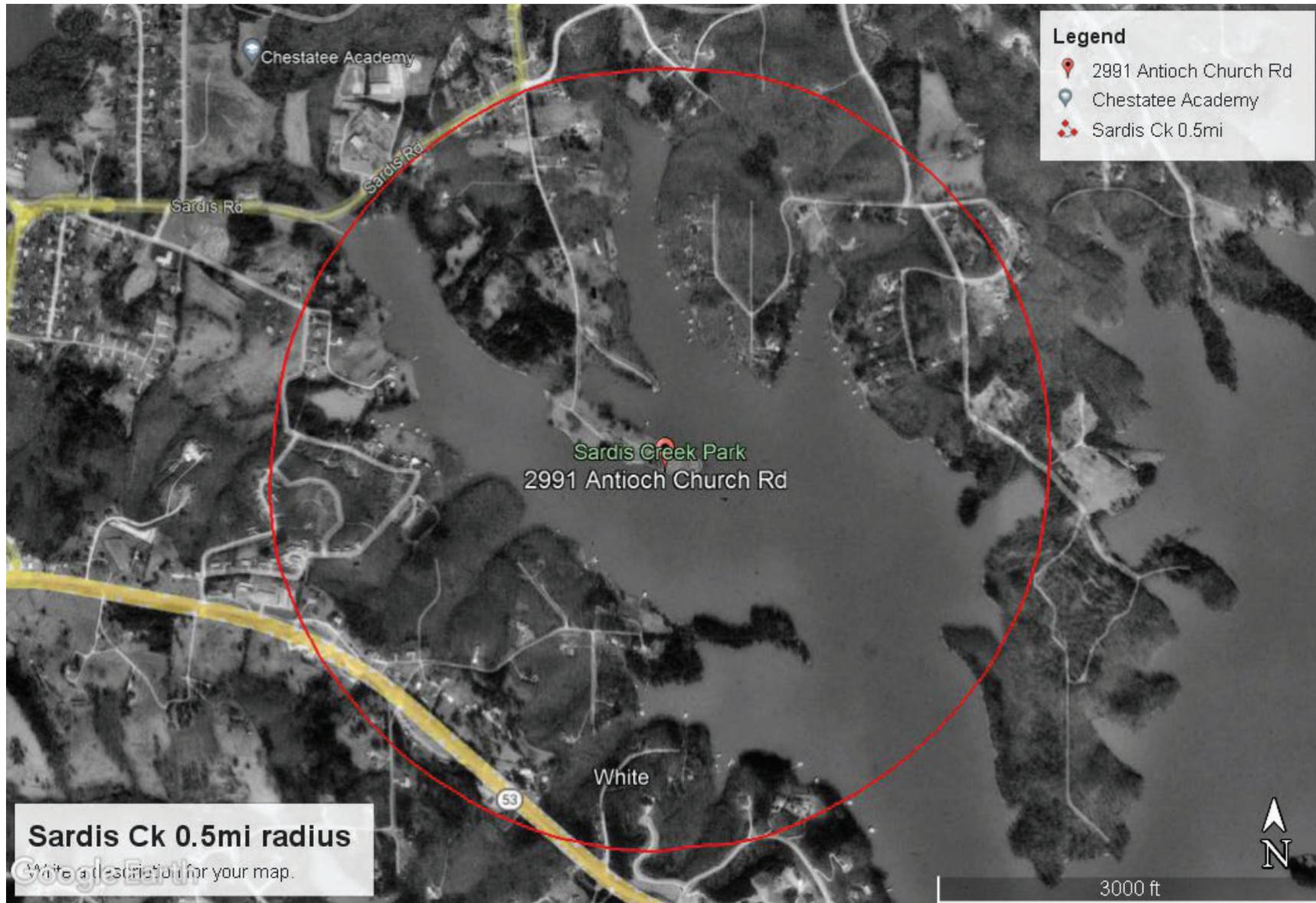


Sardis Creek Park aerial image showing the public access boat ramp.

APPENDIX E - Aerial Photographs/Map(s) of Property



APPENDIX E - Aerial Photographs/Map(s) of Property



1993 Imagery of 0.5mile radius from Sardis Creek lease.

APPENDIX F - Other Supporting Documentation

USACE Real Estate Documents

WAR DEPARTMENT ENGINEERS FORM NO. 195 APPROVED APRIL 16, 1941	REAL ESTATE (LAND OR INTEREST THEREIN)	PROJECT <u>BuFord Dam</u> TRACT NO. <u>J-1085</u> U. S. ENGINEER OFFICE
DEED OR ABSTRACT NO. _____		Mobile DISTRICT
(INCLUDE ALL FEE, FLOWAGE RIGHTS, OR RIGHTS OF WAY) KP 20026 C		
LOCATION: STATE Georgia	COUNTY Hall	
CHARACTER OF TITLE (FEE, EASEMENT, ETC.) Fee	ACREAGE 11.20	
CHARACTER OF LAND Best use is for homesite and subdivision property		
IMPROVEMENTS See reverse side		
FOR WHAT ACQUIRED Reservoir	HOW ACQUIRED Direct Purchase	DATE 29 March 1955
FROM WHOM ACQUIRED T. Q. Jones	PURCHASE PRICE \$10,750.00	INTEREST PAID TOTAL PRICE - \$10,750.
APPROPRIATION 21x3122 BuFord (01.101)	ALLOTMENT	
WHERE CONVEYANCE RECORDED Clerk, Superior Court, Hall County	DATE RECORDED 29 March 1955, Prom. Rec. 151, Page 103-05	
O. C. OF E. FILE NOS.: CORRESPONDENCE	PLAT	
REMARKS DA-01-076-Eng-2491		
LOCATION Hall County, Ga.	SECTION	TOWNSHIP 10th District
		RANGE
		P. M. J-1085

WAR DEPARTMENT ENGINEERS FORM NO. 196 APPROVED APRIL 16, 1941	REAL ESTATE (BUILDINGS AND STRUCTURES)	U. S. ENGINEER OFFICE
DEED OR ABSTRACT NO. _____		Mobile DISTRICT
(INCLUDE ALL LEASES, FLOWAGE RIGHTS, OR RIGHTS OF WAY) Tract J-1085 KP 20025 C		
LOCATION: STATE Georgia	COUNTY Hall	
CHARACTER OF TITLE Fee	ACREAGE 11.20	
NATURE OF STRUCTURE Dwelling & Pumphouse including Pumphouse 4'x6' with Deep Well Pump	DESCRIPTION	
PURPOSE FOR WHICH ACQUIRED Reservoir requirements	FROM WHOM ACQUIRED T. Q. Jones	
CHECK HOW ACQUIRED VIZ: CONTRACT <input type="checkbox"/> HIRED LABOR <input type="checkbox"/> DIRECT PURCHASE <input checked="" type="checkbox"/> CONDEMNATION <input type="checkbox"/>		
DATE OF FINAL PAYMENT OR COMPLETION: 3/29/55 ; VOUCHER NO. ; TOTAL PRICE OR COST: \$6,350.00 ; INTEREST: None	ALLOTMENT	
APPROPRIATION 96x3122 BuFord Dam Cost # 01.11		
IMPROVEMENTS OR DAMAGES		
DESCRIPTION See reverse side ; COST \$6,350.00 ; DATE 3/29/55		
WHERE CONVEYANCE RECORDED Office, Clerk Superior Court, Hall County, Ga.	DATE RECORDED 29 March 1955	
O. C. OF E. FILE NOS.: CORRESPONDENCE	PLAT	
REMARKS Cost of land & all improvements \$10,750.00		
LOCATION Hall Co., Ga.	SECTION	TOWNSHIP 10th District
		RANGE
		P. M. J-1085

APPENDIX F - Other Supporting Documentation

USACE Real Estate Documents (Cont.)

- 1 Dwelling (2-S) 16'- 6" x 40'- 6"
W/shed 12' x 40' 6", Front Porch 9' x 37' 6"
Back Porch 8' x 14' \$6,000.00

 - 1 Pumphouse and Well 4' x 6' including 3/4 h/p deep well pump, 30 gal tank, 200'
3/4" Pipe - \$350.00
- Total price for improvements for permanent use by Government for Reservoir
Management purposes - \$6,350.00

*See Eng Form 3061
By WLD.*

Dwelling (2-S)	16-6 x 40-6
Barn (2-S)	30-6x18-6
Pumphouse and well	4x6

APPENDIX F - Other Supporting Documentation

Pump house and well belonging to the farm house. This is no longer present.



APPENDIX F - Other Supporting Documentation

South west wall of the farm house. Propane tank no longer present.



APPENDIX F - Other Supporting Documentation

Current chemicals found and used inside the farm house.

