

**DEPARTMENT OF THE ARMY  
LEASE TO NONPROFIT ORGANIZATION  
FOR COOPERATING ASSOCIATION ACTIVITIES  
AT THE  
M.W. BOUDREAUX MEMORIAL VISITOR CENTER  
MARK TWAIN LAKE PROJECT OFFICE  
PERRY, MISSOURI**

**THIS LEASE**, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and the **Mark Twain Lake Visitors and Educational Resource Center Committee**, a non-profit corporation duly organized and existing under and by virtue of the laws of the State of Missouri, with its principal office in the County of Ralls, Missouri, hereinafter referred to as the Lessee,

**WITNESSETH:**

That the Secretary, by the authority of Title 16, United States Code, Section 460d, and as permitted by a Cooperating Agreement dated March 18, 2011 (hereinafter the "Cooperating Agreement"), and for the consideration hereinafter set forth, hereby leases to the Lessee the property identified in Exhibit A, attached hereto and made a part hereof, hereinafter referred to as the premises, for the uses set forth herein.

The portion of the premises described in Exhibit A to this Lease which is designated as "The Sales Area and Facilities Use" shall be used by the Lessee for the operation and maintenance of a sales area and facilities use, from which the Lessee shall conduct all operations necessary and appropriate for the sale or free distribution to the public of suitable interpretive and educational literature and aids to increase the visitors understanding and appreciation of the natural history, cultural, historical, and man-made features of the Salt River regional area and the Corps in support of the theme and purpose of the M.W. Boudreaux Memorial. The portion of the premises described in Exhibit A to this Lease which is designated as "Exhibit" shall be used by the Lessee for sales area and facilities use purposes in association with the overall purposes of this Lease.

**THIS LEASE** is granted subject to the following conditions:

**1. TERM**

Said premises are hereby leased for a term of Four (4) years, one (1) month, eight (8) days, beginning August 22, 2011, and ending September 30, 2016, but is revocable at will by the Secretary. The period August 22, 2011 to September 30, 2012 will be considered the first year of the lease. This lease may be renewed for a second five (5) year term at the option of the government.

## **2. CONSIDERATION**

The consideration for this lease is the conduct of cooperative activities by the Lessee in cooperation with the Secretary, for the benefit of the United States and the general public in accordance with the terms of this Lease and those of the Cooperating Agreement, or any other written agreements between the parties.

Any other written agreements between the parties, including the Cooperating Agreement, shall be interpreted insofar as possible to be in conformance with the terms of this Lease. In the event of any conflicts between this Lease and any other written agreements between the parties, the terms of this Lease shall prevail.

## **3. NOTICES**

All correspondence and notices to be given pursuant to this Lease shall be addressed, if to the Lessee, to Mark Twain Lake Visitors and Educational Resource Center Committee, c/o Robin Fitzgerald, 42494 Delaware Lane, Perry, Missouri 63462, and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, St. Louis District, 1222 Spruce Street, St. Louis, Missouri 63103-2833, 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", "District Engineer", or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sublessees, assignees, transferees, successors and their duly authorized representatives.

## **5. SUPERVISION BY THE DISTRICT ENGINEER**

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer, including any special provisions that may be established due to the cooperative activities of the Lessee as contemplated by the Cooperating Agreement.

## **6. APPLICABLE LAWS AND REGULATIONS**

The Lessee shall comply with all applicable Federal, state, county, and municipal laws, ordinances and regulations wherein the premises are located.

## **7. 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 except as may be required to carry out its responsibilities pursuant to the terms of the Agreement.

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 the Sales Area and Facilities Use of the leasehold premises shall be made by the said officer and the Lessee to reflect the condition of the said property and improvements. A copy of the said report is attached hereto as Exhibit B 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 settlement will take into account the cooperative relationship of the parties, and will reflect an equitable apportionment of damages.

## **8. TRANSFERS AND ASSIGNMENTS**

a. Without prior written approval of the said 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. Failure to comply with this condition shall constitute a noncompliance for which this Lease may be revoked immediately by the said officer.

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

## **9. FEES, RATES AND PRICES**

a. The Lessee may conduct sales of interpretive and educational items. All items proposed for sale by the Association shall be reviewed and approved by the Secretary. Monies received by the Lessee from operations conducted on the premises shall be utilized by the Lessee to fulfill its obligations under the Cooperating Agreement. The Lessee shall furnish an annual report of itemized receipts and expenditures to said officer per the conditions set forth in the Cooperating Agreement.

b. The rates and prices charged by the Lessee shall be reasonable and comparable to rates charged for similar goods and services by others in the area.

c. Revenues obtained by Lessee from operations conducted on the premises shall be managed in accordance with the guidelines detailed in paragraphs 3(h)(8), 3(i)(1), 3(i)(2), and 3(i)(3) of the Cooperating Agreement.

## **10. DEVELOPMENT AND MANAGEMENT PLANS**

The Lessee shall conduct any activities on the premises in accordance with the Cooperating Agreement. Any structures shall be constructed and landscaping accomplished in accordance with plans approved by said officer. The Lessee also agrees to prohibit any exclusive or private use of all or any part of the premises except as approved by said officer and in furtherance of the goals of the Cooperating Agreement. Title to any improvements constructed or placed on the premises by the Lessee shall become the property of the United States.

## **11. PROTECTION OF PROPERTY**

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

## **12. 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.

## **13. INSURANCE**

a. At the commencement of this lease, the Lessee will obtain from a reputable insurance company, or companies, liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum Combined Single Limit 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 under the terms and conditions of this lease, and the Lessee shall require its insurance company to furnish to said officer a copy of the policy or policies, or, if acceptable to said officer, certificates of insurance evidencing the purchase of such insurance. The District Engineer shall have the right to review and revise the amount of minimum liability insurance coverage required.

b. The insurance policy or policies shall be of comprehensive form of contract and shall

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

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

#### **14. INDEMNITY**

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

#### **15. RESTORATION**

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

by the United States after the expiration, revocation, or termination of this lease in restoring the premises.

## **16. 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, disability, or national origin. The Lessee will comply with the Americans With Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

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

## **17. SUBJECT TO EASEMENTS**

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

## **18. SUBJECT TO MINERAL INTERESTS**

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

## **19. COMPLIANCE, CLOSURE, REVOCATION, AND RELINQUISHMENT**

a. The Lessee and/or any sublessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this Lease, and with the necessity for correction of deficiencies, and with compliance with reasonable requests by said officer. This Lease may be revoked in the event the Lessee violates any of its terms and conditions and continues and persists in such non-compliance. The Lessee will be notified of any non-

compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the Lease, after notice in writing of such intent. Decisions by the said officer concerning future requests by the Lessee to extend the lease, expand the premises, modify authorized activities, or assign the Lease shall reflect the Lessee's past performance and compliance with the lease terms.

b. This Lease may be relinquished by the Lessee by giving ninety (90) days prior written notice to said officer in the manner prescribed in the condition on **NOTICES**.

## **20. HEALTH AND SAFETY**

a. The Lessee shall keep the portions of the leasehold premises described as the Sales Area and Facilities Use in good order and in a clean, sanitary and safe condition by and at the expense of the Lessee, in accordance with paragraph 2.B.1, and 2.B.2 of the Cooperating Agreement.

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

## **21. PUBLIC USE**

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

## **22. PROHIBITED USES**

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

shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance.

### **23. NATURAL RESOURCES**

The Lessee shall cut no timber and conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized under and pursuant to the condition on **DEVELOPMENT AND MANAGEMENT PLANS**. The Lessee may salvage fallen or dead timber on the premises for use as firewood. 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.

### **24. 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 \$50,000 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 \$50,000, the Lessee shall submit with the claim a certification that:

- (i) The claim is made in good faith;
- (ii) Supporting data are accurate and complete to the best of the Lessee's knowledge and belief; and
- (iii) The amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.



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

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

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

or

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

d. For Lessee claims of \$50,000 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 \$50,000, the said officer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

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

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

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

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

## **25. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state,

interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, include sewage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

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

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

## **26. ENVIRONMENTAL CHECKLIST**

An Environmental Checklist (EC) 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 C. Upon expiration, revocation or termination of this lease, another EC 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**.

## **27. HISTORIC PRESERVATION**

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

## **28. SOIL AND WATER CONSERVATION**

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

## **29. 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 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.

## **30. OFFICIALS NOT TO BENEFIT**

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

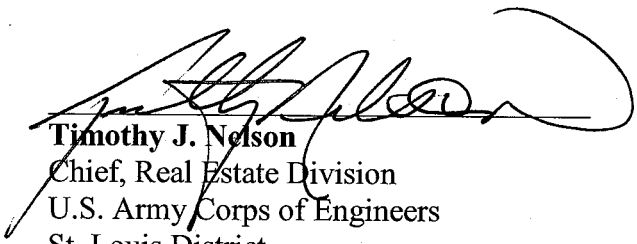
## **31. MODIFICATIONS**

This Lease, to be interpreted in conjunction with the Cooperating Agreement and any other written agreements between the parties, contains the entire agreement between the parties hereto with respect to the Lease of the premises by the Lessor to the Lessee, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this lease.

## **32. DISCLAIMER**

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

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 14<sup>TH</sup> day of SEPT, 2011.



**Timothy J. Nelson**  
Chief, Real Estate Division  
U.S. Army Corps of Engineers  
St. Louis District

THIS LEASE is also executed by the Lessee this 9<sup>th</sup> day of September, 2011.

**Mark Twain Lake Visitors and Educational  
Resource Center Committee**



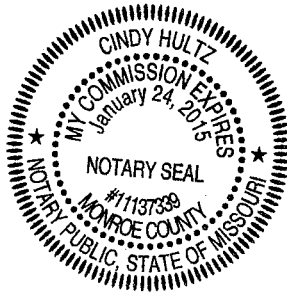
**Robert Kendrick**  
Chairman, Board of Directors

ACKNOWLEDGMENT

STATE OF Missouri )  
 ) : ss  
COUNTY OF Monroe )

On this 9<sup>th</sup> day of September, 2011, before me the undersigned Notary Public, personally appeared **Robert Kendrick**, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Cindy Hultz  
Notary Public

My Commission Expires:

January 24, 2015

ACKNOWLEDGMENT

STATE OF MISSOURI           )  
  : ss  
CITY OF ST. LOUIS           )

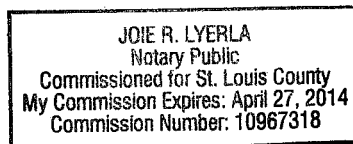
On this 14<sup>th</sup> day of September, 2011, before me the undersigned Notary Public, personally appeared **Timothy J. Nelson**, Chief, Real Estate Division, U.S. Army Engineer District, St. Louis, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Joie R. Lyerla  
Notary Public

My Commission Expires:

April 27, 2014



THIS INSTRUMENT PREPARED BY:

Mary Winston

**Mary Winston**, Realty Specialist  
U.S. Army Corps of Engineers  
1222 Spruce Street  
St. Louis, Missouri 63103-2833  
314-331-8183

REVIEWED FOR LEGAL SUFFICIENCY BY:

Mark Wunsch

*for* **Angela Bonstead**, Attorney  
314-331-8190

# M.W. Boudreaux Memorial Visitor Center Floorplan

(A) (B) (C) (D) (E) (F) (G) (H) (J) (K) (L)

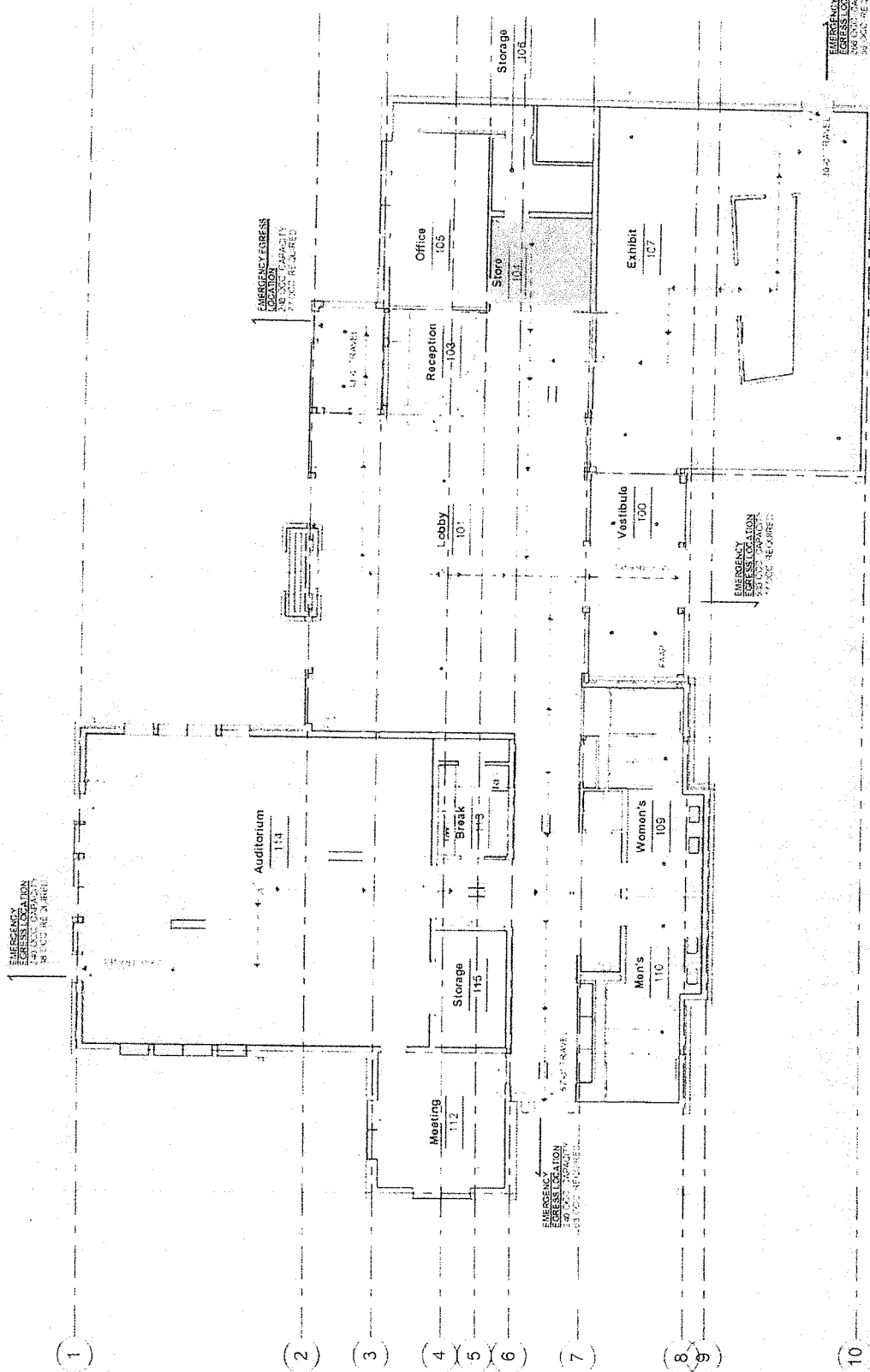
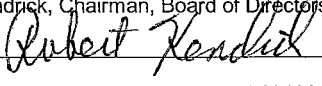
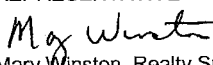


Exhibit A

<b>INVENTORY AND CONDITION REPORT OUT-LEASE</b>		PAGE <b>1</b> OF <b>2</b> PAGES DATE OF SURVEY <b>August 22, 2011</b>
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.		
<b>SECTION I – INVENTORY DATA AND CONDITION AGREEMENT</b>		
<b>PROJECT</b> Mark Twain Lake Visitor Center, Mark Twain Lake Project Office		
<b>TRACT NUMBER(S)</b>	<b>ACRES</b>	<b>LESSEE</b> Mark Twain Lake Visitors and Educational Center Committee
1. BUILDINGS (List – if other than "None" is entered in this block, give full details on attached supplement ORH Forms 2077A) SALES AREA AND FACILITIES USE INSIDE THE M.W. BOUDREAUX MEMORIAL VISITOR CENTER. CONDITION OF THE BUILDING IS EXCELLENT. CONDITION OF THE LEASED AREA IN THE BUILDING IS EXCELLENT. OUTDOOR CLASSROOM IS ALSO IN EXCELLENT CONDITION. ENTIRE FACILITY IS NEW.		
2. FENCE (Include kind and condition)  N/A		
3. GATES (Include number, kind and condition)  N/A		
4. PUMPS (Include number, kind and condition)  N/A		
5. TIMBER (Include quality, area and recent cutting)  N/A		
6. ALL OTHER GOVERNMENT-OWNED FACILITIES ALL GOVERNMENT-OWNED FACILITIES ASSOCIATED WITH THE LEASED AREA ARE IN EXCELLENT CONDITION. BUILDING AND EQUIPMENT ARE ALL NEW, INCLUDES ELECTRIC PROJECTION SCREEN/CEILING PROJECTOR/SOUND SYSTEM, REFRIGERATOR, MICROWAVE, DISHWASHER, TABLES AND CHAIRS.		
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.		
<b>JOINT AGREEMENT ON THE CONDITION OF THE PREMISES</b>		
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 checked="" type="checkbox"/> LESSEE <input type="checkbox"/> AGENT  Robert Kendrick, Chairman, Board of Directors 	NAME, TITLE, AND SIGNATURE OF U.S. GOVERNMENT REPRESENTATIVE   Mary Winston, Realty Specialist	
ADDRESS 42494 Delaware Lane, Perry, Missouri 63462	ORGANIZATION  Mark Twain Lake Visitors and Educational Center Committee	

**EXHIBIT B**



SUPPLEMENT TO INVENTORY AND CONDITION REPORT OUTLEASE		PAGE 2 OF 2 PAGES	
		DATE OF SURVEY August 22, 2011	
SECTION II - CONDITION OF INDIVIDUAL BUILDINGS			
BUILDING NUMBER	TRACT NUMBER(S)	NO. STORIES One	NO. ROOMS
CONSTRUCTION AND SIZE Sales Area & Facilities Use	APPROXIMATE AGE New	GENERAL CONDITION <input type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR	
7. BASEMENT (Include condition of walls, floor and drainage)			
N/A			
8. FOUNDATION (Include kind and condition)			
N/A			
9. SIDING (Include kind, paint and condition)			
N/A			
10. ROOF (Include kind, condition and leaks)			
NEW			
11. PORCHES (Include condition of foundation, floor and roof)			
N/A			
12. DOORS (Include condition and list missing doors)			
All doors are in excellent condition. There are none missing.			
13. WINDOWS (Describe frames, sash and broken glass and include condition of windows)			
All windows are in excellent (new) condition.			
14. INSIDE WALLS AND CEILINGS (Describe plaster, paint and paper and include condition)			
All walls and ceilings are in excellent (new) condition.			
15. FLOORS (Include kind, finish and condition)			
Excellent condition (new). Includes a combination of wood, tile and stone.			
16. ELECTRIC WIRING AND OUTLETS (Include type and condition)			
Excellent condition.			
17. ELECTRIC FIXTURES (List and include condition)			
N/A			
18. PLUMBING (List fixtures and include condition)			
N/A			
19. WATER SYSTEM (List in detail and include condition)			
N/A			
20. HEATING (Include kind and condition)			
N/A			

**ENVIRONMENTAL CHECKLIST**  
**For**  
**ST. LOUIS DISTRICT CORPS PROJECTS**

**GENERAL INSTRUCTIONS:** This checklist will be used to document environmental compliance under NEPA and Section 404/401 of the CWA on all new construction projects or real estate actions conducted at St. Louis District COE Projects. The checklist also contains questions relating CERCLA and RCRA issues that will be used to evaluate the need for various local, state and federal permits. Please fill out pages 1-3 and forward to CO-T.

DATE: February 23, 2011

NAME OF PROJECT: M. W. Boudreaux Memorial Visitor Center Sales Area and Facilities Use

LOCATION: Mark Twain Lake and Clarence Cannon Dam

LEGAL DESCRIPTION: T 55 N, R 7 W, Sec 26 COUNTY: RALLS

BRIEF DESCRIPTION OF PROJECT (include photographs, maps and/or drawings):

Lease of interior space within the M. W. Boudreaux Memorial Visitor Center to a non-profit foundation for the purposes of the operation and maintenance of a bookstore, from which the foundation shall conduct all operations necessary and appropriate for the sale or free distribution to the public of suitable interpretive and educational literature and aids. See attached site plan.

ANTICIPATED EFFECTS ON THE ENVIRONMENT AS A RESULT OF PROCEEDING WITH THIS PROJECT: None

IS THIS ACTIVITY INCLUDED IN THE MASTER PLAN? YES ☒ NO ☐ Initial \_\_\_\_\_

IS THIS ACTIVITY INCLUDED IN THE OMP? N/A YES ☐ NO ☐ Initial \_\_\_\_\_

IS THIS ACTIVITY INCLUDED IN A WORKPLAN? N/A YES ☐ NO ☐ Initial \_\_\_\_\_

IS THIS ACTIVITY INCLUDED IN THE PMP? YES ☒ NO ☐ Initial \_\_\_\_\_

Employee Initiating Environmental Review: Allen E. Mehrer, ODJ DATE: 02/23/11

Operation Manager's review: Sandra J. Spencer, ODJ DATE: 2-25-11

Technical Operations review (CO-T) Larry Nehe DATE: 2-28-11

Recommended Action Approve

PM-E Biological review required	YES <input type="checkbox"/> (CN# _____ E.A.EIS)	NO <input checked="" type="checkbox"/>	Initials <u>JK</u>	DATE: <u>2/28/11</u>
ED-Z Cultural review required	YES <input type="checkbox"/> (CN# _____ E.A.EIS)	NO <input checked="" type="checkbox"/>	Initials <u>JD</u>	DATE: <u>2/28/11</u>
CO-F review required	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	Initials <u>CE</u>	DATE: <u>2/28/11</u>
ED-HQ further action required	YES <input type="checkbox"/> Action _____	NO <input checked="" type="checkbox"/>	Initials <u>A</u>	DATE: <u>2/28/11</u>

## CERCLA/RCRA REVIEW

Will the activity involve the storage of hazardous substances or materials (flammable/combustible, compressed gases, pesticides or acids)? YES ☐ NO ☒

If yes, list substances/materials: \_\_\_\_\_

If so will the site be covered in the spill plan? YES ☐ NO ☐

Will the activity result in a change of the hazardous waste generator status? YES ☐ NO ☒

Will the site store, accumulate or transfer hazardous waste? YES ☐ NO ☒

Will the activity result in a real property transaction? YES ☒ NO ☐

If yes, has an Environmental Baseline Survey been conducted? YES ☐ NO ☒

### AN EBS IS NOT REQUIRED

Is there a change in land use or the site Development Plan requiring a state permit or license? YES ☐ NO ☒

Will fuels be dispensed (temporarily or permanently) at the site? YES ☐ NO ☒

Does the activity involve the installation, removal or upgrade of storage tanks containing petroleum products, hazardous substances or wastes? YES ☐ NO ☒

Are there any pipelines located on the site? YES ☐ NO ☒

NO PIPELINES WILL BE IMPACTED BY LEASE AREA USE

Will solid waste be generated at the site? YES ☐ NO ☒

NO APPRECIABLE INCREASE IN SOLID WASTE

Will construction, demolition or remodeling of facilities result in disturbance of asbestos, PCB's or Lead-Based Paint? YES ☐ NO ☒

Are there wastewater discharges associated with the activity regulated by outside agencies creating any of the following:

Storm water runoff

Dredge fill

Wastewater treatment

Septic systems

Vehicle washing

Industrial waste systems

Lines which bypass treatment structures

requiring a National Pollution Discharge Elimination System (NPDES) permit?

YES ☐ NO ☒

Does the activity result in the operation of a public drinking water system, wellhead, swimming pool or beach regulated by state EPA or Public Health agencies or federal agencies enforcing the Clean Water Act? YES ☐ NO ☒

Will the activity involve construction, painting, venting or open burning that will require an Air Emissions Permit? YES ☐ NO ☒

## NATURAL/CULTURAL RESOURCES REVIEW

Does the activity result in the removal of trees?

YES ☐

NO ☒

If YES, list the species name and number to be removed. \_\_\_\_\_

Are state and/or federal threatened/endangered/candidate species located in the project area?

YES ☐

NO ☒

If YES, list the species. \_\_\_\_\_

Will the project result in the modification or destruction of wetlands or the discharge of dredge material into the waters of the United States?

YES ☐

NO ☒

If YES, estimate the acreage to be altered. \_\_\_\_\_

Will the project result in the modification or destruction of Farmland? YES ☐

NO ☒

If YES, estimate the acreage to be altered. \_\_\_\_\_

Does the proposed project area contain known cultural properties?

YES ☐

NO ☒

If YES, describe and list site numbers. \_\_\_\_\_

Has all or a portion of the proposed project area previously been professionally surveyed for cultural resources?

YES ☒

NO ☐

If YES, list dates. Reference the St. Louis District Historic Properties Management Report No. 47, Historic Properties Data Synthesis Mark Twain Lake, Missouri, Volume 1 & 2

# M.W. Boudreaux Memorial Visitor Center Floorplan

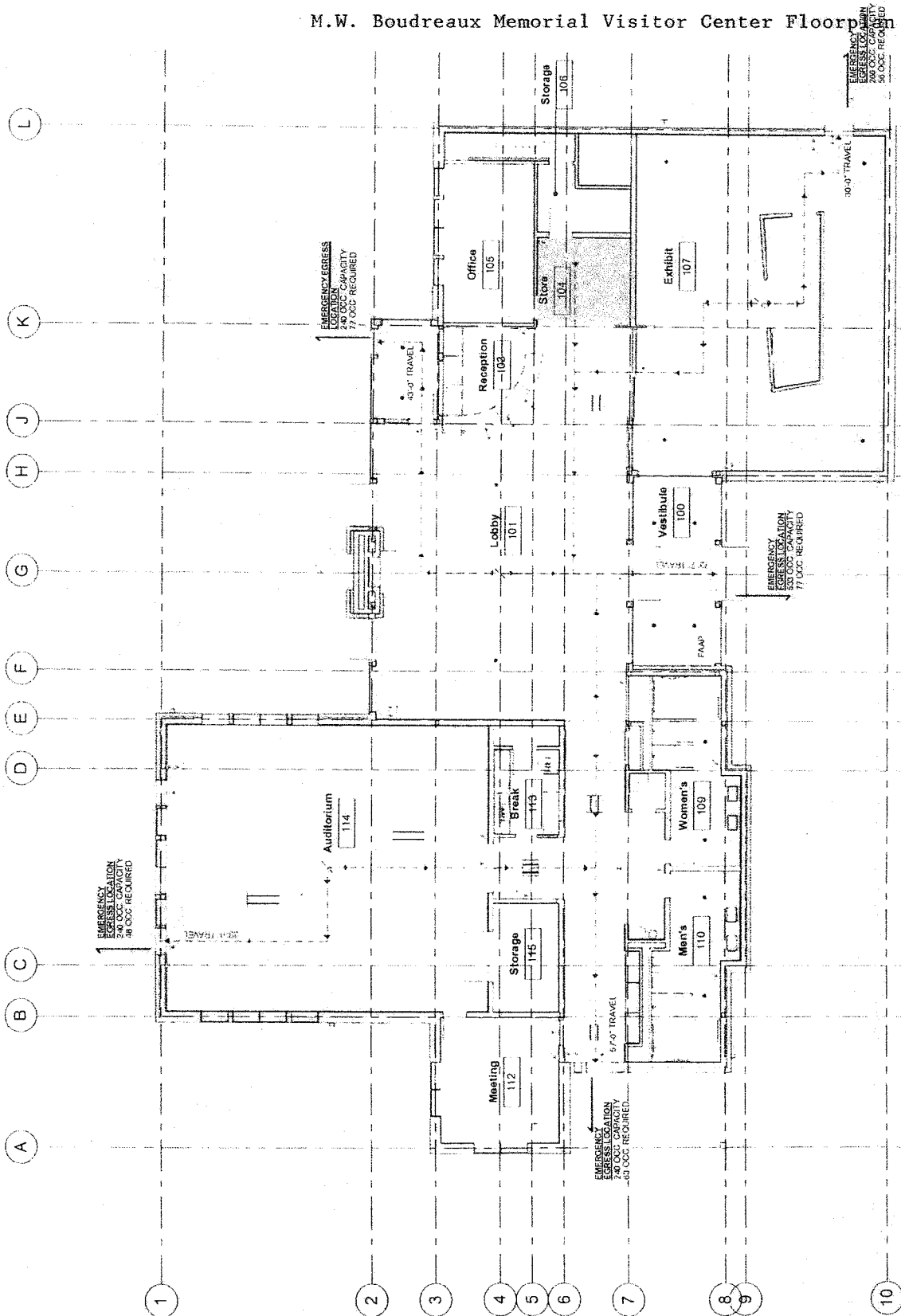


Exhibit A