

DEPARTMENT OF THE ARMY
LEASE TO NON-STATE GOVERNMENTAL AGENCIES
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
LEWISVILLE LAKE
DENTON COUNTY, TEXAS

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and City of Lewisville, Texas, 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 – MAP and B – LEGAL DESCRIPTION**, 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 **April 15, 2025** and ending **April 14, 2050**.

The Lessee shall have the right to extend the original term of the lease for an additional twenty-five (25) year option period, provided that Lessee shall give notice to the Government of its election to extend such term at least eighteen (18) months prior to the time when the term then in force would otherwise expire and that, at the time when such notice is given, there shall not be any uncured event of default on the part of the Lessee.

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 notices and correspondence to be given pursuant to this lease shall be addressed, if to the Lessee, to City Manager, City of Lewisville, 151 West Church Street, Lewisville, Texas 75057; and if to the United States, to the Real Estate Contracting Officer, Attention: Chief, Real Estate Division, ATTN: CESWF-RE-M, Post Office Box 17300, Fort Worth, Texas 76102-0300; 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 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", "Real Estate Contracting Officer", or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sub-lessees, assignees, transferees, successors and their 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 sub-lessees. No later than December 15th 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 sub-lessees.
- 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 Rehabilitations Act and the Americans with Disabilities Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

h. 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. STRUCTURE 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 Rehabilitations Act and the Americans with Disability 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 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 sublessees 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 \$250,000, 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 Real Estate Contracting Officer shall have the right to review and revise the amount of minimum liability insurance required.

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 therefor, 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 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 assignees.

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 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.

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: (1) correct the hazardous conditions and collect the cost of repairs from the Lessee; or, (2) 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 or 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 use 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

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 **DEVELOPMENT PLANS** herein. 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. 1701-1709) (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 this 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 payments 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 a 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 Real Estate Contracting Officer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Real Estate Contracting 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; and

(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) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by –

(i) a senior company official in charge of the Lessee's location involved; or

(ii) 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 Real Estate Contracting 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 Real Estate Contracting Officer

must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The Real Estate Contracting Officer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the Real Estate Contracting 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 Real Estate Contracting 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 Real Estate Contracting 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, or action arising under the lease, and comply with any decision of the Real Estate Contracting 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, including 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 activities of the Lessee, 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.

28. PHASE I ENVIRONMENTAL SITE ASSESSMENT

A Phase I 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 relinquishment 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, archeological, 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.

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, said system to be acceptable to the Real Estate Contracting Officer.

b. Occupying any lands, buildings, vessels, or other facilities within the Premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees, residing on the Premises, for security purposes, if authorized by 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 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 condition as well as all other conditions of this lease.

35. 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 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 USC Section 403), and Section 404 of the Clean Waters Act (33 USC Section 1344), Section 408 (33 U.S.C. § 408) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the Premises.

36. DETERMINATION REGARDING 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 Orders 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 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 of 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 representative 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 cause 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 representative of the Wage and Hour Division to conduct investigation, 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 regulation; 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 (an 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 received 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.

I. 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.

m. 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, suites, 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. DETERMINATION REGARDING 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 and/or benefits denied or lost be 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 wages 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 classifications(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 they 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 their 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 requirement, 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 requirement 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 representative 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 (an officials thereof) certifies that neither it (nor he or she) nor any person of firm who has an interest in the contractor's firm is a person of 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 received 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 of 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;

(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. ADDED CONDITIONS

a. BACKGROUND INVESTIGATIONS: Prior to the assignment of any sublease, the Lessee shall be required to perform background investigations of any prospective sublessees. Persons who have been convicted of a violent crime, sexual crime, arson, crime with a weapon, sale or intent to distribute illegal drugs, are an organized crime figure, or an undocumented noncitizen, may not be approved as a sublessee. A short description of the required background investigations is below:

(1) Nationwide Background Checks. There are many private companies that conduct pre-employment criminal background checks for employers. This type of check requires the full name of the applicant and residential address. In some locations a signed release is also required from the applicant.

(2) U.S. Citizen Verification. The Department of Homeland Security has a program that employers can participate in, at no cost, which allows them to conduct a social security verification and immigration check on an individual. To register for the program, contact the Department of Homeland Security Systematic Alien Verification for Entitlements Program (SAVE) at <https://www.uscis.gov/save> or call 1-888-464-4210.

b. Time limitations for camping, including but not limited to transient trailers or recreational vehicles, shall follow current policy guidance.

c. A copy of the Lessee's Inventory of Private Real Property is included as **Exhibit F**.

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

Lee A. Flannery
Deputy Chief, Real Estate Division
Real Estate Contracting Officer

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

City of Lewisville

Name

Title

CERTIFICATE OF AUTHORITY

I, _____ (Name), certify that I am the _____ (Title) of **City of Lewisville** , named as the Grantee herein; and that _____ (signator of outgrant), who signed the foregoing instrument on behalf of the Grantee, was then _____ (title of signator of outgrant) of **City of Lewisville**. I further certify that the said officer was acting within the scope of powers delegated to this governing body of the Grantee in executing said instrument.

City of Lewisville

Date

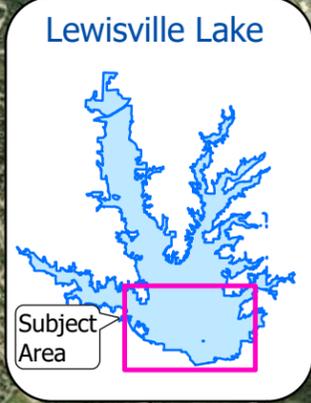
Authorized Representative

Title

AFFIX COMPANY SEAL

NOTE: 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 person.

**City of Lewisville
Park and Recreation Lease
Lewisville Lake
Trinity Regional Project
Denton County, Texas**

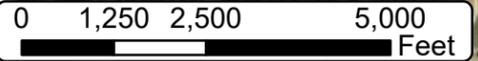


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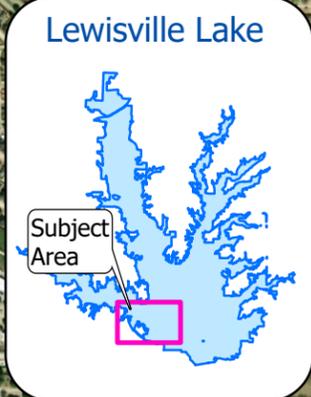
- Parcel A-1
- Parcel A-2
- Parcel A-3
- Parcel B



MAP TO BE USED FOR EXHIBIT PURPOSES ONLY.



**City of Lewisville
Park and Recreation Lease
Lewisville Lake
Trinity Regional Project
Denton County, Texas**



Legend

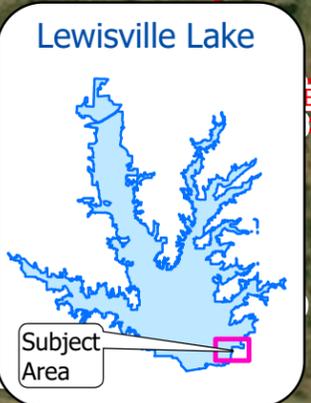
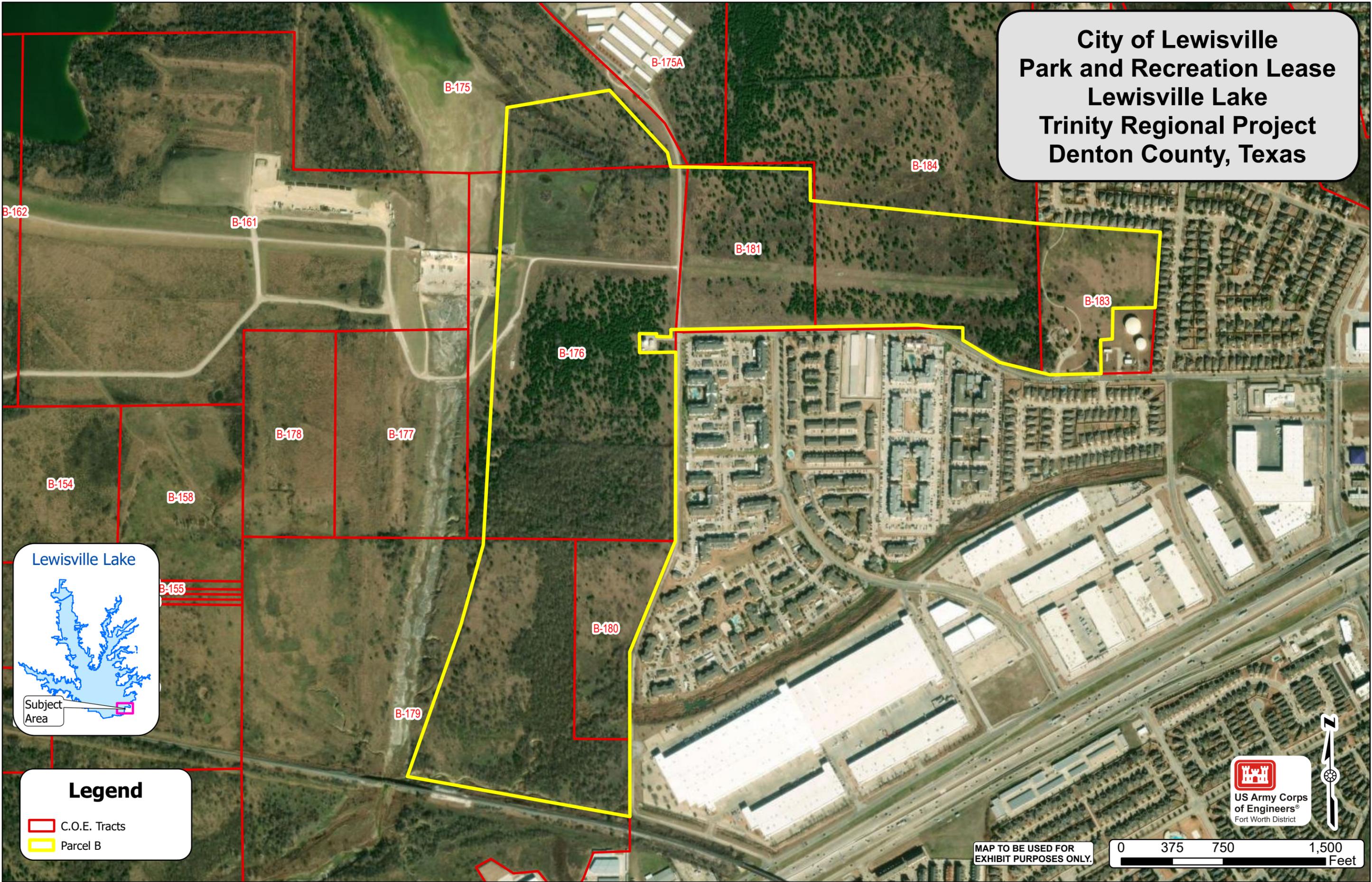
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- Parcel A-2
- Parcel A-3



MAP TO BE USED FOR EXHIBIT PURPOSES ONLY.



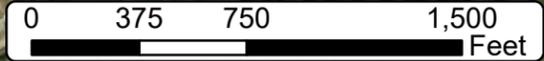
City of Lewisville Park and Recreation Lease Lewisville Lake Trinity Regional Project Denton County, Texas



Legend

- C.O.E. Tracts
- Parcel B

MAP TO BE USED FOR EXHIBIT PURPOSES ONLY.



LEWISVILLE RESERVOIR
TRINITY REGION PROJECT
PARK AND RECREATION LEASE

Grantee: City of Lewisville

Acres: 993.72

Parcel A-1: 706.12 acres

BEING A PORTION OF THAT CERTAIN CALLED 0.79 ACRE TRACT OF LAND SITUATED IN THE P. K. WAGNER SURVEY, A-1342, AWARDED TO THE UNITED STATES OF AMERICA (TRACT 4-104), RECORDED IN CIVIL ACTION 5-90-206-CA-MF-804-7, FILED 24 SEPTEMBER 1990 IN DENTON COUNTY, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 5.1 ACRE TRACT OF LAND SITUATED IN THE S. RIGGS SURVEY, A-1088, AND J. WAGNER SURVEY, A-1399, CONVEYED TO THE UNITED STATES OF AMERICA (TRACT A-3) IN DEED WITHOUT WARRANTY EXECUTED 17 AUGUST 1956, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 64.4 ACRE TRACT OF LAND SITUATED IN THE J. WAGNER SURVEY, A-1399, CONVEYED TO THE UNITED STATES OF AMERICA (TRACT A-4) IN GENERAL WARRANTY DEED EXECUTED 22 JANUARY 1952, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 157.75 ACRE TRACT OF LAND SITUATED IN THE J. WAGNER SURVEY, A-1399, CONVEYED TO THE UNITED STATES OF AMERICA (TRACT A-5) IN GENERAL WARRANTY DEED EXECUTED 15 APRIL 1949, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 275 ACRE TRACT OF LAND SITUATED IN THE J. SUTTON SURVEY, A-1156, AND W. LUTTRELL SURVEY, A-742, AWARDED TO THE UNITED STATES OF AMERICA (TRACT A-11), RECORDED IN CIVIL ACTION 470, DECLARATION OF TAKING NO. 1, FILED 7 FEBRUARY 1949 IN DENTON COUNTY, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 4.6 ACRE TRACT OF LAND SITUATED IN THE J. WAGNER SURVEY, A-1399, CONVEYED TO THE UNITED STATES OF AMERICA (TRACT A-30) IN QUITCLAIM DEED EXECUTED 27 FEBRUARY 1956, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 130.05 ACRE TRACT OF LAND SITUATED IN THE S. RIGGS SURVEY, A-1088, CONVEYED TO THE UNITED STATES OF AMERICA (TRACT D-301) IN GENERAL WARRANTY DEED EXECUTED 7 JULY 1951, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 50 ACRE TRACT OF LAND SITUATED IN THE S. RIGGS SURVEY, A-1088, AND THE J. WAGNER SURVEY, A-1399, CONVEYED TO THE UNITED STATES OF AMERICA (TRACT D-302) IN GENERAL WARRANTY DEED EXECUTED 5 JULY 1951, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 77.7 ACRE TRACT OF LAND SITUATED IN THE S. RIGGS SURVEY, A-1088, THE J. WAGNER SURVEY, A-1399, AND THE P. K. WAGNER SURVEY, A-1342, AWARDED TO THE UNITED STATES OF AMERICA (TRACT D-303), RECORDED IN CIVIL ACTION 692, FILED 8 JANUARY 1952 IN DENTON COUNTY, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 360.87 ACRE TRACT OF LAND SITUATED IN THE S. RIGGS SURVEY, A-1088, THE M. RAMSOUR SURVEY, A-1089, AND THE J. S. WELDON SURVEY, A-1398, AWARDED TO THE UNITED STATES OF AMERICA (TRACT D-304A), RECORDED IN CIVIL ACTION 664, FILED 4 FEBRUARY 1952 IN DENTON COUNTY, AND ALSO **BEING** A PORTION OF THAT CERTAIN

CALLED 102.6 ACRE TRACT OF LAND SITUATED IN THE W. LUTTRELL SURVEY, A-742, THE S. RIGGS SURVEY, A-1088, AND THE M. RAMSOUR SURVEY, A-1089, AWARDED TO THE UNITED STATES OF AMERICA (TRACT D-304B), RECORDED IN CIVIL ACTION 664, FILED 4 FEBRUARY 1952 IN DENTON COUNTY, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 137.7 ACRE TRACT OF LAND SITUATED IN THE S. LUTTRELL SURVEY, A-744, AND THE HRS. W. G. RAMSEY SURVEY, A-1076, AWARDED TO THE UNITED STATES OF AMERICA (TRACT D-347A), RECORDED IN CIVIL ACTION 672, FILED 22 AUGUST 1951 IN DENTON COUNTY, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 58.5 ACRE TRACT OF LAND SITUATED IN THE HRS. W. G. RAMSEY SURVEY, A-1076, AND THE P. K. WAGNER SURVEY, A-1342, AWARDED TO THE UNITED STATES OF AMERICA (TRACT D-348A), RECORDED IN CIVIL ACTION 705, DECLARATION OF TAKING NO. 1, FILED 19 FEBRUARY 1952 IN DENTON COUNTY, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 50.9 ACRE TRACT OF LAND SITUATED IN THE HRS. W. G. RAMSEY SURVEY, A-1076, AND THE P. K. WAGNER SURVEY, A-1342, AWARDED TO THE UNITED STATES OF AMERICA (TRACT D-349-1), RECORDED IN CIVIL ACTION 759, DECLARATION OF TAKING NO. 1, FILED 12 JUNE 1952 IN DENTON COUNTY, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 6.4 ACRE TRACT OF LAND SITUATED IN THE P. K. WAGNER SURVEY, A-1342, AWARDED TO THE UNITED STATES OF AMERICA (TRACT D-349-2), RECORDED IN CIVIL ACTION 759, DECLARATION OF TAKING NO. 1, FILED 12 JUNE 1952 IN DENTON COUNTY, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 6.8 ACRE TRACT OF LAND SITUATED IN THE P. K. WAGNER SURVEY, A-1342, CONVEYED TO THE UNITED STATES OF AMERICA (TRACT D-351B) IN GENERAL WARRANTY DEED EXECUTED 15 FEBRUARY 1952, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 3.9 ACRE TRACT OF LAND SITUATED IN THE P. K. WAGNER SURVEY, A-1342, AWARDED TO THE UNITED STATES OF AMERICA (TRACT D-353-1), RECORDED IN CIVIL ACTION 705, DECLARATION OF TAKING NO. 1, FILED 19 FEBRUARY 1952 IN DENTON COUNTY, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 67.6 ACRE TRACT OF LAND SITUATED IN THE P. K. WAGNER SURVEY, A-1342, AWARDED TO THE UNITED STATES OF AMERICA (TRACT D-354), RECORDED IN CIVIL ACTION 692, FILED 8 JANUARY 1952 IN DENTON COUNTY, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 91 ACRE TRACT OF LAND SITUATED IN THE P. K. WAGNER SURVEY, A-1342, CONVEYED TO THE UNITED STATES OF AMERICA (TRACT D-355A) IN GENERAL WARRANTY DEED EXECUTED 21 APRIL 1952, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 0.35 ACRE TRACT OF LAND SITUATED IN THE P. K. WAGNER SURVEY, A-1342, CONVEYED TO THE UNITED STATES OF AMERICA (TRACT D-355B) IN GENERAL WARRANTY DEED EXECUTED 21 APRIL 1952, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 92.11 ACRE TRACT OF LAND SITUATED IN THE S. LUTTRELL SURVEY, A-744, CONVEYED TO THE UNITED STATES OF AMERICA (TRACT D-356A) IN GENERAL WARRANTY DEED EXECUTED 22 AUGUST 1951, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 33.7 ACRE TRACT

OF LAND SITUATED IN THE S. LUTTRELL SURVEY, A-744, AND THE W. P. PEARCE SURVEY, A-1015, CONVEYED TO THE UNITED STATES OF AMERICA (TRACT D-356B) IN GENERAL WARRANTY DEED EXECUTED 22 AUGUST 1951, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 79 ACRE TRACT OF LAND SITUATED IN THE S. BURNLEY SURVEY, A-116, AWARDED TO THE UNITED STATES OF AMERICA (TRACT D-357), RECORDED IN CIVIL ACTION 664, DECLARATION OF TAKING NO. 1, FILED 10 JULY 1951 IN DENTON COUNTY, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 41 ACRE TRACT OF LAND SITUATED IN THE S. BURNLEY SURVEY, A-116, CONVEYED TO THE UNITED STATES OF AMERICA (TRACT D-358) IN GENERAL WARRANTY DEED EXECUTED 12 SEPTEMBER 1951, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 27.3 ACRE TRACT OF LAND SITUATED IN THE W. P. PEARCE SURVEY, A-1015, AWARDED TO THE UNITED STATES OF AMERICA (TRACT D-359), RECORDED IN CIVIL ACTION 692, FILED 8 JANUARY 1952 IN DENTON COUNTY, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 20.8 ACRE TRACT OF LAND SITUATED IN THE W. P. PEARCE SURVEY, A-1015, AND THE F. PEARCE SURVEY, A-1016, AWARDED TO THE UNITED STATES OF AMERICA (TRACT D-360), RECORDED IN CIVIL ACTION 692, FILED 8 JANUARY 1952 IN DENTON COUNTY, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 24.01 ACRE TRACT OF LAND SITUATED IN THE HRS. J. RAMSEY SURVEY, A-1075, THE S. RIGGS SURVEY, A-1088, THE M. RAMSOUR SURVEY, A-1089, AND THE J. S. WELDON SURVEY, A-1398, CONVEYED TO THE UNITED STATES OF AMERICA (TRACT D-376) IN QUITCLAIM DEED EXECUTED 27 FEBRUARY 1956, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 0.11 ACRE TRACT OF LAND SITUATED IN THE P. K. WAGNER SURVEY, A-1342, AWARDED TO THE UNITED STATES OF AMERICA (TRACT D-377), RECORDED IN CIVIL ACTION 705, DECLARATION OF TAKING NO. 1, FILED 19 FEBRUARY 1952 IN DENTON COUNTY, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 19.28 ACRE TRACT OF LAND SITUATED IN THE S. LUTTRELL SURVEY, A-744, THE W. DIMENT SURVEY, A-345, AND THE P. K. WAGNER SURVEY, A-1342, CONVEYED TO THE UNITED STATES OF AMERICA (TRACT D-381) IN QUITCLAIM DEED EXECUTED 27 FEBRUARY 1956, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 25.13 ACRE TRACT OF LAND SITUATED IN THE L. A. BROWN SURVEY, A-108, THE HRS. W. G. RAMSEY SURVEY, A-1076, AND THE P. K. WAGNER SURVEY, A-1342, CONVEYED TO THE UNITED STATES OF AMERICA (TRACT D-382) IN DEED WITHOUT WARRANTY EXECUTED 17 AUGUST 1956, SAID LEASE AREA BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AND REFERENCING THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83:

COMMENCING at C.O.E. Monument D-25, said point having the coordinates: X= 2417596.34, Y= 7083878.97;

THENCE North 47-49-20 East, a distance of 2,316.93 feet to the **POINT OF BEGINNING**, said point having coordinates: X= 2419308.497, Y= 7085420.461;

THENCE North 86-7-2 East, a distance of 486.952 feet to a point;
THENCE South 12-9-57 East, a distance of 133.415 feet to a point;
THENCE South 14-31-13 West, a distance of 447.556 feet to a point;
THENCE South 2-47-16 East, a distance of 379.556 feet to a point;
THENCE South 21-12-54 East, a distance of 376.832 feet to a point;
THENCE South 41-10-25 East, a distance of 223.194 feet to a point;
THENCE South 3-49-52 East, a distance of 248.879 feet to a point;
THENCE South 43-49-5 East, a distance of 250.455 feet to a point;
THENCE North 30-16-43 East, a distance of 87.562 feet to a point;
THENCE South 60-11-14 East, a distance of 269.821 feet to a point;
THENCE South 11-55-35 East, a distance of 469.621 feet to a point;
THENCE South 57-49-4 East, a distance of 360.385 feet to a point;
THENCE North 81-38-5 East, a distance of 397.744 feet to a point;
THENCE South 36-22-24 East, a distance of 270.495 feet to a point;
THENCE South 5-56-19 East, a distance of 172.734 feet to a point;
THENCE South 38-28-49 West, a distance of 259.159 feet to a point;
THENCE South 86-46-32 West, a distance of 184.962 feet to a point;
THENCE North 73-17-10 West, a distance of 186.098 feet to a point;
THENCE North 41-14-42 West, a distance of 285.66 feet to a point;
THENCE South 85-38-8 West, a distance of 421.39 feet to a point;
THENCE North 49-28-14 West, a distance of 752.648 feet to a point;
THENCE South 25-48-43 East, a distance of 404.16 feet to a point;
THENCE South 28-19-20 East, a distance of 398.248 feet to a point;
THENCE South 34-29-36 East, a distance of 128.058 feet to a point;
THENCE South 76-11-33 East, a distance of 184.079 feet to a point;
THENCE South 36-44-42 East, a distance of 247.279 feet to a point;
THENCE South 78-20-0 East, a distance of 121.148 feet to a point;
THENCE South 0-48-19 East, a distance of 91.57 feet to a point;

THENCE South 32-55-56 East, a distance of 142.66 feet to a point;
THENCE South 58-40-27 East, a distance of 313.949 feet to a point;
THENCE North 18-35-15 East, a distance of 522.282 feet to a point;
THENCE North 90-0-0 East, a distance of 155.491 feet to a point;
THENCE South 66-48-5 East, a distance of 220.779 feet to a point;
THENCE North 22-59-19 East, a distance of 283.416 feet to a point;
THENCE North 37-20-58 East, a distance of 125.978 feet to a point;
THENCE North 74-52-34 East, a distance of 101.01 feet to a point;
THENCE South 62-35-36 East, a distance of 142.904 feet to a point;
THENCE South 55-3-38 East, a distance of 147.441 feet to a point;
THENCE South 62-47-2 East, a distance of 518.618 feet to a point;
THENCE South 66-56-55 East, a distance of 269.227 feet to a point;
THENCE South 49-48-29 East, a distance of 200.102 feet to a point;
THENCE South 16-49-17 East, a distance of 118.389 feet to a point;
THENCE South 16-37-15 West, a distance of 184.273 feet to a point;
THENCE South 33-11-35 West, a distance of 336.975 feet to a point;
THENCE South 31-3-33 West, a distance of 776.093 feet to a point;
THENCE South 27-59-10 East, a distance of 480.346 feet to a point;
THENCE South 84-33-35 East, a distance of 129.681 feet to a point;
THENCE South 68-11-55 East, a distance of 121.385 feet to a point;
THENCE South 64-3-28 East, a distance of 84.315 feet to a point;
THENCE South 59-15-52 East, a distance of 88.209 feet to a point;
THENCE South 69-51-49 East, a distance of 65.477 feet to a point;
THENCE North 90-0-0 East, a distance of 77.868 feet to a point;
THENCE South 78-55-47 East, a distance of 96.048 feet to a point;
THENCE South 58-8-2 East, a distance of 89.273 feet to a point;
THENCE South 41-25-25 East, a distance of 92.915 feet to a point;
THENCE South 26-33-54 East, a distance of 105.387 feet to a point;

THENCE South 0-0-0 West, a distance of 92.212 feet to a point;
THENCE South 25-12-4 West, a distance of 77 feet to a point;
THENCE South 32-28-16 West, a distance of 53.435 feet to a point;
THENCE South 5-2-33 East, a distance of 69.942 feet to a point;
THENCE South 29-14-56 East, a distance of 58.715 feet to a point;
THENCE South 84-38-39 East, a distance of 65.86 feet to a point;
THENCE North 75-18-10 East, a distance of 129.227 feet to a point;
THENCE North 79-22-49 East, a distance of 100.073 feet to a point;
THENCE North 89-20-29 East, a distance of 178.288 feet to a point;
THENCE South 78-32-28 East, a distance of 154.721 feet to a point;
THENCE South 73-12-6 East, a distance of 113.446 feet to a point;
THENCE South 71-33-54 East, a distance of 129.6 feet to a point;
THENCE South 78-57-33 East, a distance of 85.6 feet to a point;
THENCE South 77-47-58 East, a distance of 77.571 feet to a point;
THENCE South 71-46-42 East, a distance of 63.571 feet to a point;
THENCE South 42-2-57 East, a distance of 97.605 feet to a point;
THENCE South 30-48-57 East, a distance of 94.322 feet to a point;
THENCE South 45-0-0 East, a distance of 62.304 feet to a point;
THENCE South 73-14-27 East, a distance of 63.24 feet to a point;
THENCE North 26-33-54 East, a distance of 87.059 feet to a point;
THENCE North 13-10-21 West, a distance of 98.913 feet to a point;
THENCE North 47-1-17 West, a distance of 123.239 feet to a point;
THENCE North 39-42-36 West, a distance of 157.158 feet to a point;
THENCE North 38-45-56 West, a distance of 173.453 feet to a point;
THENCE North 31-27-25 West, a distance of 204.186 feet to a point;
THENCE North 11-59-49 West, a distance of 167.592 feet to a point;
THENCE North 3-8-11 East, a distance of 149.812 feet to a point;
THENCE North 7-28-18 East, a distance of 126.069 feet to a point;

THENCE North 50-11-40 East, a distance of 64.018 feet to a point;
THENCE North 90-0-0 East, a distance of 100.408 feet to a point;
THENCE South 63-26-6 East, a distance of 105.387 feet to a point;
THENCE South 44-25-17 East, a distance of 143.455 feet to a point;
THENCE South 45-0-0 East, a distance of 130.407 feet to a point;
THENCE South 56-39-33 East, a distance of 93.208 feet to a point;
THENCE South 62-6-10 East, a distance of 78.832 feet to a point;
THENCE South 40-18-51 East, a distance of 88.683 feet to a point;
THENCE South 16-51-30 East, a distance of 70.659 feet to a point;
THENCE South 5-57-52 East, a distance of 138.04 feet to a point;
THENCE South 24-16-28 East, a distance of 114.643 feet to a point;
THENCE South 30-27-56 East, a distance of 121.247 feet to a point;
THENCE South 21-15-2 East, a distance of 118.727 feet to a point;
THENCE South 22-54-21 East, a distance of 157.944 feet to a point;
THENCE South 55-24-28 East, a distance of 72.187 feet to a point;
THENCE South 48-12-56 East, a distance of 129.162 feet to a point;
THENCE South 43-12-36 East, a distance of 92.779 feet to a point;
THENCE South 25-54-23 East, a distance of 159.466 feet to a point;
THENCE South 10-41-6 East, a distance of 110.521 feet to a point;
THENCE South 2-54-39 West, a distance of 121.056 feet to a point;
THENCE South 35-50-16 East, a distance of 90.997 feet to a point;
THENCE South 46-32-30 East, a distance of 97.525 feet to a point;
THENCE South 62-6-10 East, a distance of 96.314 feet to a point;
THENCE South 75-57-50 East, a distance of 96.343 feet to a point;
THENCE South 75-4-7 East, a distance of 77.732 feet to a point;
THENCE South 58-44-11 East, a distance of 54.672 feet to a point;
THENCE South 54-17-36 East, a distance of 65.774 feet to a point;
THENCE South 58-19-28 East, a distance of 92.176 feet to a point;

THENCE South 85-25-34 East, a distance of 83.719 feet to a point;
THENCE North 69-35-24 East, a distance of 76.576 feet to a point;
THENCE North 45-0-0 East, a distance of 63.73 feet to a point;
THENCE North 18-26-6 East, a distance of 52.78 feet to a point;
THENCE North 22-50-1 East, a distance of 68.817 feet to a point;
THENCE North 58-40-17 East, a distance of 89.881 feet to a point;
THENCE North 78-41-24 East, a distance of 93.615 feet to a point;
THENCE South 83-32-28 East, a distance of 89.024 feet to a point;
THENCE South 63-56-47 East, a distance of 83.602 feet to a point;
THENCE South 79-9-35 East, a distance of 79.87 feet to a point;
THENCE North 85-14-11 East, a distance of 100.49 feet to a point;
THENCE North 66-56-55 East, a distance of 85.252 feet to a point;
THENCE North 65-51-16 East, a distance of 106.086 feet to a point;
THENCE South 88-46-52 East, a distance of 78.463 feet to a point;
THENCE South 85-41-2 East, a distance of 88.711 feet to a point;
THENCE South 70-42-36 East, a distance of 70.733 feet to a point;
THENCE South 47-51-45 East, a distance of 47.267 feet to a point;
THENCE South 30-4-7 East, a distance of 36.643 feet to a point;
THENCE South 18-5-0 East, a distance of 86.033 feet to a point;
THENCE South 46-44-9 East, a distance of 38.964 feet to a point;
THENCE South 74-34-54 East, a distance of 30.212 feet to a point;
THENCE South 81-38-37 East, a distance of 174.753 feet to a point;
THENCE North 83-30-58 East, a distance of 177.195 feet to a point;
THENCE South 74-33-13 East, a distance of 132.352 feet to a point;
THENCE South 30-10-25 East, a distance of 250.474 feet to a point;
THENCE South 68-57-3 East, a distance of 106 feet to a point;
THENCE North 68-35-42 East, a distance of 122.716 feet to a point;
THENCE North 44-49-37 East, a distance of 392.876 feet to a point;

THENCE North 14-38-4 East, a distance of 288.872 feet to a point;
THENCE South 86-28-41 East, a distance of 259.866 feet to a point;
THENCE South 29-23-46 East, a distance of 136.791 feet to a point;
THENCE South 5-48-40 East, a distance of 189.283 feet to a point;
THENCE South 20-26-30 East, a distance of 430.577 feet to a point;
THENCE South 54-28-48 East, a distance of 375.333 feet to a point;
THENCE South 26-3-56 East, a distance of 261.71 feet to a point;
THENCE South 3-52-8 West, a distance of 234.61 feet to a point;
THENCE South 10-58-11 West, a distance of 236.222 feet to a point;
THENCE South 37-18-3 East, a distance of 177.81 feet to a point;
THENCE North 86-48-17 East, a distance of 178.901 feet to a point;
THENCE North 67-6-49 East, a distance of 132.071 feet to a point;
THENCE South 86-42-49 East, a distance of 180.855 feet to a point;
THENCE South 27-16-42 East, a distance of 206.003 feet to a point;
THENCE South 22-39-7 West, a distance of 263.114 feet to a point;
THENCE South 22-52-10 East, a distance of 358.252 feet to a point;
THENCE South 9-13-58 West, a distance of 171.156 feet to a point;
THENCE South 69-6-49 East, a distance of 212.239 feet to a point;
THENCE North 89-9-53 East, a distance of 238.858 feet to a point;
THENCE South 52-27-34 East, a distance of 207.769 feet to a point;
THENCE South 20-36-38 East, a distance of 405.312 feet to a point;
THENCE South 2-41-23 West, a distance of 327.709 feet to a point;
THENCE South 41-21-9 West, a distance of 501.076 feet to a point;
THENCE South 76-43-46 West, a distance of 283.267 feet to a point;
THENCE North 69-58-38 West, a distance of 237.204 feet to a point;
THENCE North 83-4-52 West, a distance of 543.673 feet to a point;
THENCE South 40-56-51 West, a distance of 157.886 feet to a point;
THENCE South 12-38-34 East, a distance of 320.833 feet to a point;

THENCE South 4-53-39 West, a distance of 263.291 feet to a point;
THENCE North 78-23-4 West, a distance of 3495.041 feet to a point;
THENCE North 25-28-2 West, a distance of 1375.046 feet to a point;
THENCE North 9-7-54 East, a distance of 185.027 feet to a point;
THENCE North 5-29-0 East, a distance of 652.1 feet to a point;
THENCE North 21-23-0 East, a distance of 813.5 feet to a point;
THENCE North 60-26-0 West, a distance of 834.4 feet to a point;
THENCE South 18-57-0 West, a distance of 289.3 feet to a point;
THENCE South 12-19-0 East, a distance of 433.1 feet to a point;
THENCE South 26-7-21 West, a distance of 338.146 feet to a point;
THENCE North 31-36-1 West, a distance of 990.377 feet to a point;
THENCE North 13-28-0 East, a distance of 220.9 feet to a point;
THENCE North 21-13-0 West, a distance of 194.3 feet to a point;
THENCE North 46-46-0 West, a distance of 133.2 feet to a point;
THENCE North 63-27-0 East, a distance of 145 feet to a point;
THENCE North 7-41-0 East, a distance of 151 feet to a point;
THENCE North 20-58-0 West, a distance of 42 feet to a point;
THENCE South 89-22-0 East, a distance of 352 feet to a point;
THENCE North 6-40-0 East, a distance of 106.8 feet to a point;
THENCE North 41-28-0 West, a distance of 640 feet to a point;
THENCE North 71-29-0 West, a distance of 325 feet to a point;
THENCE South 0-23-0 East, a distance of 360 feet to a point;
THENCE South 85-11-0 West, a distance of 318.3 feet to a point;
THENCE South 58-48-54 West, a distance of 28.728 feet to a point;
THENCE North 31-31-0 West, a distance of 755.199 feet to a point;
THENCE South 87-23-11 West, a distance of 80.607 feet to a point;
THENCE North 32-33-48 West, a distance of 482.603 feet to a point;
THENCE North 55-19-46 West, a distance of 97.27 feet to a point;

THENCE North 86-30-49 West, a distance of 326.29 feet to a point;
THENCE South 43-48-50 West, a distance of 110.98 feet to a point;
THENCE South 9-21-26 West, a distance of 262.118 feet to a point;
THENCE South 0-18-26 West, a distance of 413.533 feet to a point;
THENCE South 60-36-0 West, a distance of 293 feet to a point;
THENCE South 36-19-0 West, a distance of 247.8 feet to a point;
THENCE South 23-0-0 West, a distance of 1485.2 feet to a point;
THENCE North 33-5-5 West, a distance of 1273.797 feet to a point;
THENCE North 23-46-50 West, a distance of 975.957 feet to a point;
THENCE North 16-59-27 West, a distance of 592.475 feet to a point;
THENCE North 40-37-0 East, a distance of 309.6 feet to a point;
THENCE North 3-38-0 East, a distance of 368.9 feet to a point;
THENCE North 38-52-0 West, a distance of 638.8 feet to a point;
THENCE North 57-45-24 East, a distance of 100.119 feet to a point;
THENCE North 89-30-9 East, a distance of 653.951 feet to a point;
THENCE North 0-8-15 East, a distance of 335.342 feet to a point;
THENCE South 89-45-15 West, a distance of 903.027 feet to a point;
THENCE North 12-34-25 West, a distance of 59.293 feet to a point;
THENCE North 18-42-9 West, a distance of 79.117 feet to a point;
THENCE North 11-2-10 West, a distance of 259.251 feet to a point;
THENCE North 10-30-52 West, a distance of 741.971 feet to a point;
THENCE North 6-13-46 West, a distance of 1,584.232 feet to a point;
THENCE North 0-10-38 West, a distance of 1203.453 feet to the **POINT OF BEGINNING**, containing 706.12 acres, more or less.

Parcel A-2: (13.3 acres)

BEING A PORTION OF THAT CERTAIN CALLED 2.9 ACRE TRACT OF LAND SITUATED IN THE P. K. WAGNER SURVEY, A-1342, CONVEYED TO THE UNITED STATES OF AMERICA (TRACT D-351C) IN GENERAL WARRANTY DEED EXECUTED 15 FEBRUARY 1952, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 8.26

ACRE TRACT OF LAND SITUATED IN THE P. K. WAGNER SURVEY, A-1342, AWARDED TO THE UNITED STATES OF AMERICA (TRACT D-352A), RECORDED IN CIVIL ACTION 705, DECLARATION OF TAKING NO. 1, FILED 19 FEBRUARY 1952 IN DENTON COUNTY, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 1.6 ACRE TRACT OF LAND SITUATED IN THE P. K. WAGNER SURVEY, A-1342, CONVEYED TO THE UNITED STATES OF AMERICA (TRACT D-373) IN GENERAL WARRANTY DEED EXECUTED 3 NOVEMBER 1951, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 19.28 ACRE TRACT OF LAND SITUATED IN THE P. K. WAGNER SURVEY, A-1342, CONVEYED TO THE UNITED STATES OF AMERICA (TRACT D-381) IN QUITCLAIM DEED EXECUTED 27 FEBRUARY 1956, SAID LEASE AREA BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AND REFERENCING THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83:

BEGINNING at C.O.E. monument D-33, said point having coordinates: X= 2423106.402, Y= 7079444.421;

THENCE South 67-30-9 East, a distance of 38.498 feet to a point;

THENCE South 32-12-54 East, a distance of 710.854 feet to a point;

THENCE South 58-48-54 West, a distance of 26.689 feet to a point;

THENCE North 31-56-46 West, a distance of 240.628 feet to a point;

THENCE South 44-38-0 West, a distance of 126 feet to a point;

THENCE North 87-42-0 West, a distance of 49 feet to a point;

THENCE South 14-54-0 West, a distance of 73.26 feet to a point;

THENCE South 38-19-0 West, a distance of 163.84 feet to a point;

THENCE South 13-6-0 West, a distance of 133.3 feet to a point;

THENCE South 87-58-59 East, a distance of 15 feet to a point;

THENCE South 18-59-0 West, a distance of 168.6 feet to a point;

THENCE South 87-1-0 West, a distance of 188 feet to a point;

THENCE South 40-47-0 West, a distance of 317 feet to a point;

THENCE North 17-2-3 West, a distance of 444.112 feet to a point;

THENCE South 88-18-0 East, a distance of 160.5 feet to a point;

THENCE North 1-52-0 East, a distance of 826.7 feet to a point;

THENCE North 89-6-0 East, a distance of 401.2 feet to the **POINT OF BEGINNING**, containing 13.3 acres, more or less.

Parcel A-3: (38.03 acres)

BEING A PORTION OF THAT CERTAIN CALLED 55.1 ACRE TRACT OF LAND SITUATED IN THE S. RIGGS SURVEY, A-1074, THE S. RIGGS SURVEY, A-1088, THE P. K. WAGNER SURVEY, A-1342, AND THE J. WAGNER SURVEY, A-1399, AWARDED TO THE UNITED STATES OF AMERICA (TRACT A-1), RECORDED IN CIVIL ACTION 705, DECLARATION OF TAKING NO. 1, FILED 19 FEBRUARY 1952 IN DENTON COUNTY, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 6.9 ACRE TRACT OF LAND SITUATED IN THE S. RIGGS SURVEY, A-1088, THE P. K. WAGNER SURVEY, A-1342, AND THE J. WAGNER SURVEY, A-1399, CONVEYED TO THE UNITED STATES OF AMERICA (TRACT A-2) IN QUITCLAIM DEED EXECUTED 27 FEBRUARY 1956, SAID LEASE AREA BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AND REFERENCING THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83:

COMMENCING at C.O.E. monument D-303-1, said point having coordinates: X= 2425282.78, Y= 7076176.51;

THENCE South 59-46-56 West, a distance of 201.24 feet to the **POINT OF BEGINNING**, said point having the coordinates: X= 2425104.034, Y= 7076061.072;

THENCE South 26-12-12 East, a distance of 851.466 feet to a point;

THENCE North 78-15-55 West, a distance of 259.737 feet to a point;

THENCE South 90-0-0 West, a distance of 20.102 feet to a point;

THENCE South 77-22-0 West, a distance of 194.506 feet to a point;

THENCE South 75-26-16 West, a distance of 172.912 feet to a point;

THENCE South 35-16-21 West, a distance of 140.86 feet to a point;

THENCE South 12-10-45 West, a distance of 132.952 feet to a point;

THENCE South 81-38-44 East, a distance of 270.266 feet to a point;

THENCE South 71-29-48 East, a distance of 123.734 feet to a point;

THENCE South 88-1-52 East, a distance of 299.364 feet to a point;

THENCE North 0-10-21 East, a distance of 155.204 feet to a point;

THENCE North 4-0-1 East, a distance of 67.013 feet to a point;

THENCE North 17-28-29 East, a distance of 26.465 feet to a point;

THENCE North 36-26-40 East, a distance of 37.773 feet to a point;

THENCE North 61-5-4 East, a distance of 56.076 feet to a point;
THENCE South 26-3-3 East, a distance of 530.119 feet to a point;
THENCE South 26-1-43 East, a distance of 995.793 feet to a point;
THENCE North 43-5-34 West, a distance of 157.818 feet to a point;
THENCE North 49-33-18 West, a distance of 205.962 feet to a point;
THENCE North 53-22-15 West, a distance of 221.764 feet to a point;
THENCE North 57-59-41 West, a distance of 246.129 feet to a point;
THENCE North 65-0-39 West, a distance of 1231.302 feet to a point;
THENCE North 61-46-58 West, a distance of 261.402 feet to a point;
THENCE North 1-5-18 East, a distance of 853.598 feet to a point;
THENCE North 0-45-0 East, a distance of 156.926 feet to a point;
THENCE North 87-57-44 East, a distance of 701.47 feet to a point;
THENCE North 88-10-39 East, a distance of 205.094 feet to the **POINT OF BEGINNING**, containing 38.03 acres, more or less.

Parcel B: (236.27 acres)

BEING A PORTION OF THAT CERTAIN CALLED 271 ACRE TRACT OF LAND SITUATED IN THE J. BARTRAM SURVEY, A-54, CONVEYED TO THE UNITED STATES OF AMERICA (TRACT B-175) BY GENERAL WARRANTY DEED EXECUTED 25 FEBRUARY 1952, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 96 ACRE TRACT OF LAND SITUATED IN THE J. W. CHOWNING SURVEY, A-243, AWARDED TO THE UNITED STATES OF AMERICA (TRACT B-176), RECORDED IN CIVIL ACTION 470, DECLARATION OF TAKING NO. 2, FILED 7 NOVEMBER 1949 IN DENTON COUNTY, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 222 ACRE TRACT OF LAND SITUATED IN THE BBB&C RR CO SURVEY, A-180, AWARDED TO THE UNITED STATES OF AMERICA (TRACT B-179), RECORDED IN CIVIL ACTION 470, DECLARATION OF TAKING NO. 2, FILED 7 NOVEMBER 1949 IN DENTON COUNTY, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 17 ACRE TRACT OF LAND SITUATED IN THE BBB&C RR CO SURVEY, A-180, CONVEYED TO THE UNITED STATES OF AMERICA (TRACT B-180) BY GENERAL WARRANTY DEED EXECUTED 1 APRIL 1950, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 25.6 ACRE TRACT OF LAND SITUATED IN THE J. W. CHOWNING SURVEY, A-243, CONVEYED TO THE UNITED STATES OF AMERICA (TRACT B-181) BY GENERAL WARRANTY DEED EXECUTED 11 SEPTEMBER 1950, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 21 ACRE TRACT OF

LAND SITUATED IN THE H. O. HEDGCOXE SURVEY, A-533, CONVEYED TO THE UNITED STATES OF AMERICA (TRACT B-183) BY GENERAL WARRANTY DEED EXECUTED 7 OCTOBER 1950, AND ALSO **BEING** A PORTION OF THAT CERTAIN CALLED 182.8 ACRE TRACT OF LAND SITUATED IN THE R. P. HARDIN SURVEY, A-612, THE J. W. CHOWNING SURVEY, A-243, THE J. W. JOHNSON JR. SURVEY, A-1609, THE H. O. HEDGCOXE SURVEY, A-533, THE MCKINNEY & WILLIAMS SURVEY, A-938, AND THE I. HAMBY SURVEY, A-566, CONVEYED TO THE UNITED STATES OF AMERICA (TRACT B-184) BY GENERAL WARRANTY DEED EXECUTED 26 JUNE 1951, SAID LEASE AREA BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AND REFERENCING THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83:

BEGINNING at C.O.E. Monument B-25, said point having the coordinates: X= 2456878.494, Y= 7074794.48;

THENCE South 3-56-43 West, a distance of 554.228 feet to a point;

THENCE South 89-3-21 West, a distance of 310.769 feet to a point;

THENCE South 0-52-29 West, a distance of 224.964 feet to a point;

THENCE South 85-25-34 West, a distance of 86.129 feet to a point;

THENCE South 0-46-46 East, a distance of 247.411 feet to a point;

THENCE South 88-42-40 West, a distance of 377.533 feet to a point;

THENCE North 75-59-36 West, a distance of 61.27 feet to a point;

THENCE North 76-14-0 West, a distance of 316.1 feet to a point;

THENCE North 59-2-0 West, a distance of 317.7 feet to a point;

THENCE North 0-7-0 West, a distance of 91.3 feet to a point;

THENCE North 87-39-11 West, a distance of 218.192 feet to a point;

THENCE North 83-56-45 West, a distance of 113.963 feet to a point;

THENCE South 88-55-11 West, a distance of 1813.356 feet to a point;

THENCE South 0-13-58 West, a distance of 53.804 feet to a point;

THENCE North 88-21-6 West, a distance of 105.091 feet to a point;

THENCE North 0-0-0 East, a distance of 20.405 feet to a point;

THENCE North 89-39-32 West, a distance of 126.966 feet to a point;

THENCE South 0-37-22 East, a distance of 139.063 feet to a point;

THENCE North 89-19-27 East, a distance of 266.088 feet to a point;

THENCE South 0-7-0 West, a distance of 1385.449 feet to a point;
THENCE South 22-25-0 West, a distance of 879 feet to a point;
THENCE South 0-1-0 East, a distance of 1206.857 feet to a point;
THENCE North 79-48-18 West, a distance of 1660.773 feet to a point;
THENCE North 19-29-51 East, a distance of 1176.699 feet to a point;
THENCE North 15-36-14 East, a distance of 611.652 feet to a point;
THENCE North 3-15-59 East, a distance of 2142.317 feet to a point;
THENCE North 2-50-53 East, a distance of 1068.084 feet to a point;
THENCE North 80-24-25 East, a distance of 764.323 feet to a point;
THENCE South 42-55-48 East, a distance of 623.375 feet to a point;
THENCE South 13-20-44 East, a distance of 107.356 feet to a point;
THENCE South 89-6-37 East, a distance of 1023.333 feet to a point;
THENCE South 0-47-5 East, a distance of 231.992 feet to a point;
THENCE South 84-14-14 East, a distance of 1676.018 feet to a point;
THENCE South 85-58-1 East, a distance of 905.429 feet to the **POINT OF BEGINNING**,
containing 236.27 acres, more or less.

This product was calculated from CADD/GIS systems software prepared by the U.S. Army Corps of Engineers utilizing spatial reference from various data sources. Data and product accuracy may vary. They may be developed from sources of differing accuracy, accurate only at certain scales, based on modeling or interpretation, incomplete while being created or revised, etc... Using CADD/GIS products for purposes other than those for which they were created may yield inaccurate or misleading results. The Corps of Engineers makes no guarantees to the accuracy of this legal description.

5 Year Operations and Development Plan

Lewisville Lake Park Lease No. DACW63-1-00-0820

FY23-24

General Maintenance and Operations

Park Maintenance

Mowing; trash removal; tree trimming, planting and removal; ballfield maintenance; playground and park equipment maintenance; boat ramp maintenance; restrooms cleaning

Campground and Toll Booth Administration

Entry passes; reservations; laundry facilities; visitor relations; pavilion and picnic area rentals.

Areas of concern

Shoreline Erosion - Trees, park equipment, boat ramps and docks along the shoreline have fallen or been damaged as they have been subjected to direct wave action. Halff Associates has identified six areas of the shoreline that need to be addressed protection/restoration measures, with three of these areas being highlighted as high priority. The City of Lewisville is working with Halff to address these high priority areas immediately. As of September 2023, surveys are being completed for the repair work to begin.

Swim Beach Closure – Due to unsafe conditions presented by low lake levels and repeated incidents of drownings and near-drownings, the Lake Park swimming beach was indefinitely closed on August 12, 2023. The area is now sectioned off with chain link fencing and signage to notify visitors that the swimming beach is closed. Long-term solutions for the area are being discussed as part of the Lake Park Master Plan.

Park Enforcement

Lake Park Traffic Plan – City of Lewisville staff will be working on revising the traffic plan to enter Lake Park for the 2024 season. Current concerns involve heavy traffic on busy weekends and holidays that impacts Lake Park Rd., nearby neighborhoods, and non-day-use amenities such as the Golf Course and RV Campground. As City staff prepares a revised traffic plan, it will be provided to USACE for reference and approval. Staff members are working towards having the plan implemented before Easter Weekend 2024.

Projects and Programs

Kiosk Replacement and Installation -

Kiosk entry at Lake Park and Tower Bay has been beneficial overall, but City of

Lewisville staff continues to have functionality issues with the current service provider, AdComp. City staff is currently researching other possible vendors, including VenTek, recommended by USACE. When a vendor is identified, City staff will coordinate with USACE for approval of kiosk replacements.

Large Athletic Events

Lake Park hosts league play for the Greater Lewisville Area Soccer Association, Lewisville Baseball and Softball Association and Parks & Recreation Adult Sports Leagues. Other tournaments and events at Lake Park include the Triple Crown Tournament, AAYBA Baseball Tournaments, the U90C soccer tournament, Cricket play, and an annual Disc Golf Tournament.

FY 2023-24 Scheduled Projects, New Programs, Changes to Operations

Maintenance and Operations

The City will continue to maintain and manage the park in the same manner as previous years except for the implementation of CityWorks as planning and scheduling software for public works and park operations. Maintenance projects to repair courtesy docks and roadside bollards are currently underway. ADA items mentioned in the compliance report were completed by December 31, 2023.

Lake Park maintenance teams have installed additional signs throughout the property to warn visitors about varying lake levels and the hazards that are presented as a result. Lifejacket stands continue to be utilized and are monitored by ranger personnel to ensure they remain stocked.

Lake Park Master Plan

In February 2020, the City approved a professional services agreement with Halff Associates to assist with the development of a Master Plan for Lake Park. The plan will be used to determine how the \$7.7 million in bond funds approved by voters in 2015 will be spent in the park. The City will create a plan that is congruent with the USACE Lewisville Lake Master Plan, Green Centerpiece Master Strategy and the Parks, Recreation and Open Space Master Plan.

The City is also planning to include the marina in the development of the master plan. Matthews Southwest (MS) has been chosen as the consultant and a kick off meeting was held in December 2022. In cooperation with Halff Associates and City staff, a concept plan was presented to USACE staff in March 2023, with a follow up bubble diagram in May 2023.

Within the day-use portion of Lake Park, City staff, along with consultants from Halff, have held recent meetings with various stakeholders to discuss concepts and plans for changes to Lake Park. Halff is beginning to prepare rendered plans for conceptual approval from USACE.

Athletic and Sporting Events

Lake Park Sports Complex will continue to host the annual tournaments referenced in the Programs and Projects section, along with other minor tournaments for softball, baseball and soccer throughout the year. Continuing sports agreements with the Greater Lewisville Area Soccer Association (GLASA), Lewisville Baseball and Softball Association (LBSA), United Cricket Club (UCC), and Hobie Fleet. Will focus on working with the City's Community Relation and Tourism department to recruit fishing, boating and other lake related events.

Subconcessionaires

The city works with sub-concessionaires to supplement services at Lake Park for the following areas:

Marina (LJH – Eagle Point Marina)

Sneaky Pete's
The Slalom Shop Boats & Yachts
Danny Wilson Enterprises
Charlotte's Cleaning
Michael Hildebrandt
Sams Dock
Texas Clean Marine
Splash Boats

Lake Park Golf Course (Arcis Golf)

Lake Park Jet Ski, Boat Rentals (JSR Dallas Rentals)

The agreements for each of these sub-concessionaires have been approved by the USACE, reference the current master lease (DACW63-1-00-0820), terminate with the end of the current master lease (DACW63-1-00-0820), and indemnify the USACE.

FY24-25

General Operations and Maintenance

Projects and Updates

- Request new USACE Lease
- Submit City Council approved Lake Park Master Plan to USACE for review and approval; develop phased approach for improvements funded by 2014 and 2024 General Obligation Bonds, 4B (Sales Tax) Bonds, Grant Funds.
- Design and construct temporary shoreline restoration near Pike Pavilion, Copperas Branch Trail, and Walleye Picnic Area.
- Design shoreline repairs near boat ramp and courtesy dock #2, and the Walleye picnic area.
- Replace current entry kiosks at Lake Park Day Use and Tower Bay Boat Ramps

FY25-26

General Operations and Maintenance

Projects and Updates

- Construct shoreline restoration for near boat ramp and courtesy dock #2, and the

Walleye picnic area.

- Once the master plan receives the concept approval, begin development of construction documents for initial phases of improvements identified in the master plan for day use, RV campground and marina areas.
- Enter into new concessionaire agreements for Golf Course, Seasonal Boat Rental, and Marina

FY26-27

General Operations and Maintenance

Projects and Updates

- Complete construction of shoreline repairs near boat ramp and courtesy dock #2, and Walley picnic area and re-open areas for boating, fishing and picnicking
- Finalize development of construction documents for initial phases of improvements identified in master plan for day use, RV campground and marina areas.

FY27-28

General Operations and Maintenance

Projects and Updates

- Once construction documents are approved, begin construction of initial phases of improvements identified in the master plan for day use, RV campground and marina areas.

JOINT SURVEY AND INSPECTION OF CONDITION OF GOVERNMENT LEASED PROPERTY <small>(ER 405-1-12)</small>			
INSTRUCTIONS			
1. If considered necessary, use a separate ENG Form 3143a for each room surveyed. 2. Additional sheets may be attached for physical characteristics of land and buildings: exterior	and interior details of buildings; service facilities; inventory of machinery and equipment; miscellaneous items and general remarks not otherwise covered in section II of this form or on ENG Form 3143a.		
ADDED INSTRUCTIONS <i>(Overprint, if desired)</i>			
SECTION I - PROPERTY DATA AND CONDITION AGREEMENT			
DATE OF SURVEY	LEASE NO.	LEASE COMMENCEMENT DATE	DATE POSSESSION TAKEN
2024-08-22	DACW63-1-00-0820	2000-04-15	1958-01-01
ACTIVITY		TOTAL LEASED BUILDING AREA <i>(Square feet)</i>	
Park and Recreation		993.7 Acres	
DESCRIPTION AND LOCATION OF PROPERTY			
Tower Bay			Condition
LE-27837	PARKING (51502.892 SQ FT)	Good	
LE-27838	PARKING (2534.396 SQ FT)	Good	
LE-27839	PARKING (12922.633 SQ FT)	Good	
LE-26573	PAVED ROADS 0.226 MILES	Good	
LE-26572	SURFACING UNPAVED ROADS 1.0 MILES	Good	
LE-27074	4 LANE BOAT RAMP	Good	
LE-27073	STATIONARY WALKWAY TO COURTESY DOCK	Good	
JOINT AGREEMENT ON THE CONDITION OF THE PROPERTY			
We, the undersigned, jointly made a survey and inspection of the condition of the property mentioned above. We agree that as of the date of survey, the condition of the property is as described herein.			
THE CONDITION OF THE EXTERIOR OF THE PROPERTY IS INDICATED ON THE REVERSE SIDE OF THIS FORM. ROOM CONDITIONS ARE INDICATED ON ATTACHED ENG FORM 3143A.			NO. OF ATTACHMENTS
NAME AND SIGNATURE OF <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> LESSOR/LESSEE <input type="checkbox"/> AGENT		NAME, TITLE, AND SIGNATURE OF U.S. GOVERNMENT REPRESENTATIVE	
<div style="font-size: 24pt; font-weight: bold;">Stacie Anaya</div> Digitally signed by Stacie Anaya Date: 2024.09.04 17:58:30 -05'00'		Gregory MacAllister Reality Specialist <div style="font-size: 18pt; font-weight: bold;">MACALLISTER.GREGORY.J.1554075947</div> Digitally signed by MACALLISTER.GREGORY.J.1554075947 Date: 2024.08.28 13:37:44 -05'00'	
ADDRESS		ORGANIZATION	
		US Army Corps of Engineers, Ft. Worth District Ft. Worth, Texas	

JOINT SURVEY AND INSPECTION OF CONDITION OF GOVERNMENT LEASED PROPERTY

(ER 405-1-12)

INSTRUCTIONS

1. If considered necessary, use a separate ENG Form 3143a for each room surveyed.

2. Additional sheets may be attached for physical characteristics of land and buildings: exterior

and interior details of buildings; service facilities; inventory of machinery and equipment; miscellaneous items and general remarks not otherwise covered in section II of this form or on ENG Form 3143a.

ADDED INSTRUCTIONS *(Overprint, if desired)*

SECTION I - PROPERTY DATA AND CONDITION AGREEMENT

DATE OF SURVEY 2024-08-22	LEASE NO. DACW63-1-00-0820	LEASE COMMENCEMENT DATE 2000-04-15	DATE POSSESSION TAKEN 1958-01-01
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ACTIVITY Park and Recreation	TOTAL LEASED BUILDING AREA <i>(Square feet)</i> 993.7 Acres
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DESCRIPTION AND LOCATION OF PROPERTY	Condition
Lake park	
LE- 42353 Boat Ramp	Good
LE- 26561 UNPAVED ROADS 1.674 MILES (CAMPGROUND)	Good
LE- 42354 PARKING (42975.728 SQ FT)	Good
LE- 26560 PAVED ROADS 4.277 MILES	Good
LE- 42340 26 PICNIC SITES	Good
LE- 42356 WELL HOUSE	Fair
LE- 42348 PARKING (23546.465 SQ FT)	Good
LE- 42346 4 LANE BOAT RAMP	Good

JOINT AGREEMENT ON THE CONDITION OF THE PROPERTY

We, the undersigned, jointly made a survey and inspection of the condition of the property mentioned above. We agree that as of the date of survey, the condition of the property is as described herein.

THE CONDITION OF THE EXTERIOR OF THE PROPERTY IS INDICATED ON THE REVERSE SIDE OF THIS FORM. ROOM CONDITIONS ARE INDICATED ON ATTACHED ENG FORM 3143A.	NO. OF ATTACHMENTS
--	--------------------

NAME AND SIGNATURE OF <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> LESSOR/LESSEE <input type="checkbox"/> AGENT  <small>Digitally signed by Stacie Anaya DN: C=US, E=sanaya@cityoflewisville.com, O=City of Lewisville, OU=Parks and Recreation, CN=Stacie Anaya Date: 2024.09.16 07:41:10-05'00'</small>	NAME, TITLE, AND SIGNATURE OF U.S. GOVERNMENT REPRESENTATIVE Gregory MacAllister Reality Specialist MACALLISTER.GREGORY.J.1554075947 <small>Digitally signed by MACALLISTER.GREGORY.J.1554075947 947 Date: 2024.08.28 13:38:02 -05'00'</small>
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ADDRESS	ORGANIZATION US Army Corps of Engineers, Ft. Worth District Ft. Worth, Texas
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PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

1. REAL PROPERTY TRANSACTION: The U.S. Army Corps of Engineers proposes to issue Lease No. DACW63-1-24-0613, which will allow City of Lewisville to continue to use approximately 993.72 acres of land and water, including boat ramps, paved and unpaved roads, parking areas, picnic sites, a well house, and a stationary walkway to a courtesy dock, for public park and recreation purposes, Lewisville Lake, Texas. The lease will become effective on April 15, 2025 and expires on April 14, 2050.

a. A COMPREHENSIVE RECORDS SEARCH was conducted which included a review of the following areas:

- 1) Real Estate Division files;
- 2) Real Estate Division maps;
- 3) Lewisville Lake Master plan;
- 4) Operations Division files;
- 5) Environmental Review Guide for Operations (ERGO).

b. INTERVIEWS WERE CONDUCTED with the following: n/a

c. A SITE INVESTIGATION was performed by U.S. Army Corps of Engineers Lead Ranger Mr. Chandler Sanford, on May 16, 2024, which consisted of a visual inspection of the area.

2. STATEMENT OF FINDINGS

a. COMPREHENSIVE RECORDS SEARCH SUMMARY

A complete search of the District files which pertain to the proposed lease area was made as stated in 1.a. above. The records search revealed no other evidence of any hazardous substance being stored, released or disposed of on the property involved. The operating plans and historical records also showed no other evidence of any activity which would have contaminated the property with hazardous substances.

b. SITE INVESTIGATION SUMMARY

A site investigation of the proposed lease area was made as stated in 1.c. above. This visual inspection revealed no unusual odors, stained soils, stressed vegetation, suspicious seepage, manmade land features, unnatural surface features or other evidence that would indicate the presence of hazardous wastes. Based on this inspection it was determined no hazardous substance has been stored, released or disposed of on the property involved. Project personnel have no other knowledge of past activities which might have created a hazardous situation.

Prepared By: TRACEE L. JOHNSTON
Realty Specialist
Management and Disposal Branch

Date

Approved By: LEE A. FLANNERY
Deputy Chief, Real Estate Division
Real Estate Contracting Officer

Date

Park	Structure Type	Address Line 1	Roof Type	Square Footage	Year Built	Last Inspection
Lake Park Day Use	Conner Pavilion	100 Perch Lake Park	Metal	3580	1985	April 2024
Lake Park Day Use	Pike Pavilion	100 Trot Line Rd	Metal	882	2003	April 2024
Lake Park Day Use	Park Restroom #1	100 Trot Line Rd	Normal/Asphalt Shingles	54	2003	April 2024
Lake Park Day Use	Park Restroom #2	100 Trot Line Rd	Normal/Asphalt Shingles	54	2009	April 2024
Lake Park Day Use	Soccer Concession Stand	5 Lake Park Rd	Normal/Asphalt Shingles	1700	1985	April 2024
Lake Park Day Use	Restroom #4	Catfish Dr & Minnow	Metal	1132	1995	April 2024
Lake Park Day Use	Disc Golf Course	Lake Park Road	N/A	0	1998	April 2024
Lake Park Day Use	Picnic Shelter (1 of 7)	Lake Park Road	Metal	120	1985	April 2024
Lake Park Day Use	Picnic Shelter (2 of 7)	Lake Park Road	Metal	120	1985	April 2024
Lake Park Day Use	Picnic Shelter (3 of 7)	Lake Park Road	Metal	120	1985	April 2024
Lake Park Day Use	Picnic Shelter (4 of 7)	Lake Park Road	Metal	120	1985	April 2024
Lake Park Day Use	Picnic Shelter (5 of 7)	Lake Park Road	Metal	120	1985	April 2024
Lake Park Day Use	Picnic Shelter (6 of 7)	Lake Park Road	Metal	120	1985	April 2024
Lake Park Day Use	Picnic Shelter (7 of 7)	Lake Park Road	Metal	120	1985	April 2024
Lake Park Day Use	Lights/PE	Lake Park/Baseball	N/A	0	2019	April 2024
Lake Park Day Use	Restrooms #3	Lake Park/Baseball	Lease	816	1990	April 2024
Lake Park Day Use	Sun Shades on Ballfields	Lake Park/Baseball	Metal	0	2007	April 2024
Lake Park Day Use	Restrooms #2	Lake Park/Baseball	Normal/Asphalt Shingles	348	1982	April 2024
Lake Park Day Use	Snack Bar w/Storage	Lake Park/Baseball	Built Up	288	1995	April 2024
Lake Park Day Use	Restroom w/Shower Building	Lake Park/Campground	Concrete Fill	674	1995	April 2024
Lake Park Day Use	Campground Laundromat	Lake Park/Campground	Normal/Asphalt Shingles	288	1995	April 2024
Lake Park Day Use	Campground Storage	Lake Park/Campground	Built Up	704	1980	April 2024
Lake Park Day Use	Picnic Shelter #1	Lake Park/Campground	Metal	512	1995	April 2024
Lake Park Day Use	Picnic Shelter #2	Lake Park/Campground	Metal	512	1995	April 2024
Lake Park Day Use	Picnic Shelter	Lake Park/Campground	Metal	264	1995	April 2024
Lake Park Day Use	Picnic Shelter	Lake Park/Campground	Metal	144	1995	April 2024
Lake Park Day Use	Pavilion	Lake Park/Soccer	Metal	660	1994	April 2024
Lake Park Day Use	Restroom w/Concession	Park/Connor Pavilion	Normal/Asphalt Shingles	720	1990	April 2024
Lake Park Day Use	Restrooms #5	Soccer Fields	Normal/Asphalt Shingles	532	2002	April 2024
Lake Park Day Use	Gatehouse and Kiosk	Turtle Trail/Sandy	Normal/Asphalt Shingles	304	1996	April 2024
Lake Park Fishing Barge	Fishing Barge	Sandy Beach Road	metal	Removed	1956	April 2024
Lake Park Marina	Dry Storage 83	Eagle Point Marina	Metal	113,736		April 2024
Lake Park Marina	Slalom Shop Retail Shop	Eagle Point Marina	Normal/Asphalt Shingles	79,840		April 2024
Lake Park Marina	Dry Storage 80 Bldg 1	Eagle Point Marina	Metal	3911		April 2024
Lake Park Marina	Dry Storage 80 Bldg 2	Eagle Point Marina	Metal	8466		April 2024
Lake Park Marina	Dry Storage 80 Bldg 3	Eagle Point Marina	Metal	13,014		April 2024
Lake Park Marina	Sneaky Pete Restaurant	Eagle Point Marina	Normal/Asphalt Shingles	43,796		April 2024
Lake Park Marina	Fuel Dock/Pump	Eagle Point Marina	Metal/Floating	2142		April 2024
Lake Park Marina	Boat Slip Pier 1	Eagle Point Marina	Metal/Floating	8296		April 2024
Lake Park Marina	Boat Slip Pier 2	Eagle Point Marina	Metal/Floating	9255		April 2024
Lake Park Marina	Boat Slip Pier 3	Eagle Point Marina	Metal/Floating	6260		April 2024
Lake Park Marina	Boat Slip Pier 4	Eagle Point Marina	Metal/Floating	5148		April 2024
Lake Park Marina	Boat Slip Pier 5	Eagle Point Marina	Metal/Floating	removed 2017		April 2024
Lake Park Marina	Boat Slip Pier 6	Eagle Point Marina	Metal/Floating	removed 2017		April 2024
Lake Park Marina	Boat Slip Pier 7	Eagle Point Marina	Metal/Floating	removed 2017		April 2024
Lake Park Marina	Boat Slip Pier 8	Eagle Point Marina	Metal/Floating	5180		April 2024
Lake Park Marina	Boat Slip Pier 9	Eagle Point Marina	Metal/Floating	5585		April 2024
Lake Park Marina	Boat Slip Pier 10	Eagle Point Marina	Metal/Floating	5793		April 2024
Lake Park Marina	Boat Slip Pier 11	Eagle Point Marina	Metal/Floating	13,190		April 2024
Lake Park Marina	Boat Slip Pier 12	Eagle Point Marina	Metal/Floating	87,737		April 2024
Lake Park Marina	Boat Slip Pier 13	Eagle Point Marina	Metal/Floating	4206		April 2024
Lake Park Marina	Boat Slip Pier 14	Eagle Point Marina	Metal/Floating	5588		April 2024
Lake Park Marina	Boat Slip Pier 15	Eagle Point Marina	Metal/Floating	4046		April 2024
Lake Park Marina	Boat Slip Pier 16	Eagle Point Marina	Metal/Floating	5422		April 2024
Lake Park Marina	Boat Slip Pier 17	Eagle Point Marina	Metal/Floating	8851		April 2024
Lake Park Marina	Boat Slip Pier 18	Eagle Point Marina	Metal/Floating	17,337		April 2024
Lake Park Marina	Boat Slip Pier 19	Eagle Point Marina	Metal/Floating	63,090		April 2024
Lake Park Marina	Boat Slip Pier 20	Eagle Point Marina	Metal/Floating	56,223		April 2024
Lake Park Marina	Boat Slip Pier 21	Eagle Point Marina	Metal/Floating	38,434		April 2024
Lake Park Marina	Boat Slip Pier 22	Eagle Point Marina	Metal/Floating	46,813		April 2024

<u>Park</u>	<u>Structure Type</u>	<u>Address Line 1</u>	<u>Roof Type</u>	<u>Square Footage</u>	<u>Year Built</u>	<u>Last Inspection</u>
Lake Park Marina	Boat Slip Eagles Nest	Eagle Point Marina	Metal/Floating	61,621		April 2024
Lake Park Marina	EPM Restroom	Eagle Point Marina	Metal	563		April 2024
Lake Park Marina	Boat Slip Pier 23	Eagle Point Marina	Metal/Floating	63,795		April 2024
Lake Park Marina	Boat Slip Pier 24	Eagle Point Marina	Metal/Floating	19,497		April 2024
Lake Park Marina	Boat Slip Pier 25	Eagle Point Marina	Metal/Floating	7609		April 2024
Lake Park Marina	Boat Slip Pier 26	Eagle Point Marina	Metal/Floating	9223		April 2024
Lake Park Marina	Boat Slip Pier 27	Eagle Point Marina	Metal/Floating	7513		April 2024
Lake Park Marina	Boat Slip Pier 28	Eagle Point Marina	Metal/Floating	Removed pre 2014		April 2024
Lake Park Marina	Boat Slip Pier 29	Eagle Point Marina	Metal/Floating	Removed pre 2014		April 2024
Lake Park Marina	Boat Slip Pier 30	Eagle Point Marina	Metal/Floating	Removed pre 2014		April 2024
Lake Park Marina	Boat Slip Pier 31	Eagle Point Marina	Metal/Floating	Removed pre 2014		April 2024
Lake Park Marina	Boat Slip Pier 32	Eagle Point Marina	Metal/Floating	Removed pre 2014		April 2024
Lake Park Marina	Boat Slip Pier 33	Eagle Point Marina	Metal/Floating	6660		April 2024
Lake Park Marina	Boat Slip Pier 34	Eagle Point Marina	Metal/Floating	6660		April 2024
Lake Park Marina	Boat Slip Pier 35	Eagle Point Marina	Metal/Floating	5060		April 2024
Lake Park Marina	Boat Slip Pier 36	Eagle Point Marina	Metal/Floating	4947		April 2024
Lake Park Marina	Boat Slip Pier 37	Eagle Point Marina	Metal/Floating	4281		April 2024
Lake Park Marina	Boat Slip Pier 38	Eagle Point Marina	Metal/Floating	Removed pre 2014		April 2024
Lake Park Marina	Boat Slip Pier 39	Eagle Point Marina	Metal/Floating	6249		April 2024
Lake Park Marina	Boat Slip Pier 40	Eagle Point Marina	Metal/Floating	9351		April 2024
Lake Park Marina	Sam Boat Rental Pier	Eagle Point Marina	Metal/Asphalt	10,941		April 2024
Lake Park Marina	Marina Office	Eagle Point Marina	Normal/Asphalt Shingles	3569		April 2024
Lake Park Marina	Marina Shop (behind office)	Eagle Point Marina	Metal	5053		April 2024
Lake Park Marina	Marina Cleaning Pavilion	Eagle Point Marina	Metal	2066		April 2024
Lake Park Marina	Marina Repair Barn	Eagle Point Marina	Metal	5654		April 2024
Lake Park Marina	Marina Repair Barn Storage	Eagle Point Marina	Metal	1006		April 2024
Lake Park Golf Course	Main Clubhouse	Lake Park Road	Normal/Asphalt Shingles	5837		April 2024
Lake Park Golf Course	Driving Range/Lights	Lake Park Road				April 2024
Lake Park Golf Course	Cart Barn	Lake Park Road	Metal	5616		April 2024
Lake Park Golf Course	9-hole Clubhouse	Lake Park Road	Normal/Asphalt Shingles	4427		April 2024
Lake Park Golf Course	9-hole Pavilion	Lake Park Road	Normal/Asphalt Shingles	932		April 2024
Lake Park Golf Course	9-hole Batting Cages	Lake Park Road	Metal	13,233		April 2024
Lake Park Golf Course	9-hole Lights	Lake Park Road				April 2024
Tower Bay Boat Ramp	Restroom	N Stemmons Fwy	Normal/Asphalt Shingles	251		April 2024
Tower Bay Boat Ramp	Kiosk	N Stemmons Fwy				April 2024
East Hill/Spillway Park	Playground 1	Lake Ridge Road				April 2024
East Hill/Spillway Park	Playground 2	Lake Ridge Road				April 2024
East Hill/Spillway Park	Swings	Lake Ridge Road				April 2024
East Hill/Spillway Park	Pavilion 1	Lake Ridge Road	Steel/Canvas	243		April 2024
East Hill/Spillway Park	Pavilion 2	Lake Ridge Road	Steel/Canvas	243		April 2024
East Hill/Spillway Park	Pavilion 3	Lake Ridge Road	Steel/Canvas	219		April 2024
East Hill/Spillway Park	Pavilion 4	Lake Ridge Road	Steel/Canvas	219		April 2024
Copperas Branch Trail	Restroom	N Stemmons Fwy	Normal/Asphalt Shingles	183		April 2024
Copperas Branch Trail	Trailhead	N Stemmons Fwy				April 2024