NO. DACW03-1-11-5181

DEPARTMENT OF THE ARMY
LEASE TO NONPROFIT ORGANIZATION
FOR COOPERATIVE MANAGEMENT OF
DEWEY SHORT VISITOR CENTER, MOONSHINE BEACH PUBLIC USE AREA, AND
INDIAN POINT PUBLIC USE AREA
TABLE ROCK LAKE
STONE AND TANEY COUNTIES, MISSOURI

THIS LEASE, made on behalf of the United States, between the SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, and Ozarks Rivers Heritage Foundation, a non-profit corporation duly organized and existing under and by virtue of the laws of the State of Missouri, with its principal office in the City of Branson, Missouri, hereinafter referred to as the Lessee,

WITNESSETH:

That the Secretary, by authority of Title 16, United States Code, Section 460d, and pursuant to a Cooperative Agreement dated May 27, 2011, hereinafter referred to as the Agreement, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in Exhibits "A-1, A-2, A-3, A-4 and A-5" and "B" attached hereto and made a part hereof, and the non-exclusive use of the powerhouse lobby to be utilized for interpretive services, and the cleaning and maintenance of the Project Office, and Training/Conference Facility, hereinafter referred to as the premises, for the development and management, in cooperation with the Secretary.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of five years, beginning May 27, 2011 and ending May 26, 2016.

2. CONSIDERATION

The consideration for this lease is the operation and maintenance of the premises by the Lessee, in cooperation with the Secretary, for the benefit of the United States and the general public in accordance with the terms of this lease and those of the Agreement. It is understood and agreed that this lease will be controlling if there are any conflicts between the two documents.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to

the Lessee, to Ozarks Rivers Heritage Foundation, 4600 State Highway 165, Branson, Missouri 65616, and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, P.O. Box 867, Little Rock, Arkansas 72203-0867, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary of the Army," "District Engineer," or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include sublessees, assignees, transferees, concessionaires, successors, and its duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

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

6. APPLICABLE LAWS AND REGULATIONS

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

7. CONDITION OF PREMISES

a. The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs or additions thereto except as may be required to carry out its responsibilities pursuant to the terms of the Agreement.

b. As of the date of this lease, an inventory and condition report of all personal property and improvements of the United States included in this lease shall be made by the said officer and the Lessee to reflect the condition of the said property and improvements. A copy of the said report is attached hereto as Exhibit "C" and made a part hereof. Upon the expiration, revocation or termination of this lease, another inventory and condition report shall be similarly prepared. This report shall constitute the basis for settlement for property damaged or destroyed. Any such settlement will take into account the cooperative relationship of the parties, and will reflect an equitable apportionment of damages.

8. TRANSFERS AND ASSIGNMENTS

a. Without prior written approval of the said officer the lessee shall neither transfer nor assign this lease, nor sublet the premises or any part thereof nor grant any interest, privilege or license whatsoever in connection with this lease. Failure to comply with this condition shall constitute a noncompliance for which the lease may be revoked immediately by the said officer.

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

9. FEES, RATES AND PRICES

Fees may be charged by the Lessee for use of the premises or facilities constructed thereon. The said officer shall have the right to review such fees and require an increase or reduction when it is determined that the objectives of this lease have been violated. However, no user fees may be charged by the Lessee for use of facilities developed in whole or in part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law. All monies received by the Lessee from operations conducted on the premises must be utilized by the Lessee for the administration, maintenance, operation and development of the premises. Any such monies not so utilized or programmed for use within a reasonable time shall be paid to said officer at the end of each 5 year period. The Lessee shall furnish annual statements of receipts and expenditures to said officer.

10. DEVELOPMENT AND MANAGEMENT PLANS

The Lessee shall construct, operate and maintain the premises in accordance with the Agreement. All structures shall be constructed and landscaping accomplished in accordance with the concept development plans approved by said officer. The Lessee also agrees to prohibit any exclusive or private use of all or any part of the premises by any individual or group of individuals. Title to improvements constructed or placed on the premises by the Lessee shall remain vested in the Lessee, subject to the Condition on RESTORATION, and shall be maintained by the Lessee to the satisfaction of said officer.

11. PROTECTION OF PROPERTY

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

12. RIGHT TO ENTER AND FLOOD

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

13. INSURANCE

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

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

14. INDEMNITY

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

15. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to a condition

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

16. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, 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.

17. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, or those subsequently granted, as well as 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 the easements will not be granted which will, in the opinion of the said officer, interfere with the use of the premises by the Lessee.

18. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands. 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.

19. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and/or any sublessees or licenses 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 said 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 sublessees 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 Ninety (90) days prior written notice to the said officer in the manner prescribed in the Condition on NOTICES.

20. HEALTH AND SAFETY

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

b. In addition to the right of revocation for non-compliance previously stated, the said officer, upon discovery of any hazardous condition on the premises that present 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 said officer will have the option to (1) correct the hazardous condition and collect the cost of repairs from the Lessee, or (2) revoke the lease. The Lessee shall have no claim for damages against the United States, or any officer, agent or employee thereof on account of action pursuant to this condition.

21. PUBLIC USE

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

22. PROHIBITED USES

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 on the premises any activity which would constitute a nuisance. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by the Lessee if

permissible by state and local law. Any request to conduct a game of chance must be submitted in writing to said officer.

23. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized under and pursuant to the condition on DEVELOPMENT AND MANAGEMENT. The Lessee may salvage fallen or dead timber on the premises for use as firewood. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

24. DISPUTES CLAUSE

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

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to 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 $50,000 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 said officer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the said officer.

(2) For Lessee claims exceeding $50,000, the Lessee shall submit with the claim a certification that--

(i) the claim is made in good faith; and

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

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

(3) 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 $50,000 or less, the said officer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over $50,000, the said officer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

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

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

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

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

25. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or by any federal, state, interstate or local governmental agency, are hereby made a condition of this

lease. Services for waste disposal 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 arising from the Lessee's activities, the Lessee shall be liable to restore the damaged resources.

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

26. PRELIMINARY ASSESSMENT SCREENING

A Preliminary Assessment Screening (PAS) 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 "D". Upon expiration, revocation, or relinquishment of this lease, another PAS 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 the environmental restoration requirements of the Lessee. Appropriate consideration will be given to the cooperative relationship between the parties.

27. HISTORIC PRESERVATION

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

28. SOIL AND WATER CONSERVATION

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

29. 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.

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

30. 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 bon fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach of 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.

31. OFFICIALS NOT TO BENEFIT

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

32. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this lease, 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 other conditions of this lease.

33. DISCLAIMER

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

34. SPECIAL CONDITIONS

a. Lease may be terminated by the Lessor by giving Ninety (90) days prior written notice to the lessee in the manner prescribed in Condition No. 3 - NOTICES.

b. The US Army Corps of Engineers will jointly and cooperatively manage the Dewey

Short Visitor Center, Moonshine Beach Public Use Area, and Indian Point Public Use Area with the Lessee. Lessee agrees to the provisions of the operation and maintenance responsibilities as specifically addressed Exhibit "E", attached hereto and made a part hereof.

c. Lessee agrees to the provisions of the Conceptual Development Plan, designated as Exhibit "F", attached hereto and made a part hereof. Lessee shall submit an Implementation and/or Construction Plan to the said officer for approval prior to implementing or construction of any portion of the Conceptual Development Plan. No later than October 1 of each year, the Lessee will submit an annual operating plan to be mutually agreed upon between the Lessee and District Engineer. Such annual plan shall adhere to the responsibilities as described in Exhibit E and shall include but is not limited to dates and hours of operation of each facility, personnel, uniforms, sales list, facility use, and fee schedule.

d. The Corps may review the fiscal records of the Foundation at any time during the term of this Agreement.

e. The Lessee may not conduct, partake in, or offer any commercial income producing sales or activities within Indian Point Public Use Area (Subject area "C" of the lease) or any other park or public use area where a commercial concession lease (marina) exists, without prior written approval from the District Engineer, or his duly authorized representative.

f. This lease shall terminate if the Cooperative Agreement expires or is cancelled for any reason.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 1st day of June, 2011

Donald L. Balch
Little Rock District
Chief, Real Estate Division
Real Estate Contracting Officer

THIS LEASE is also executed by the Lessee this _____ day of _____, 2011

OZARK RIVERS HERITAGE FOUNDATION

WITNESS:

_____

_____
(Address)

BY: _____

TITLE: Chairman

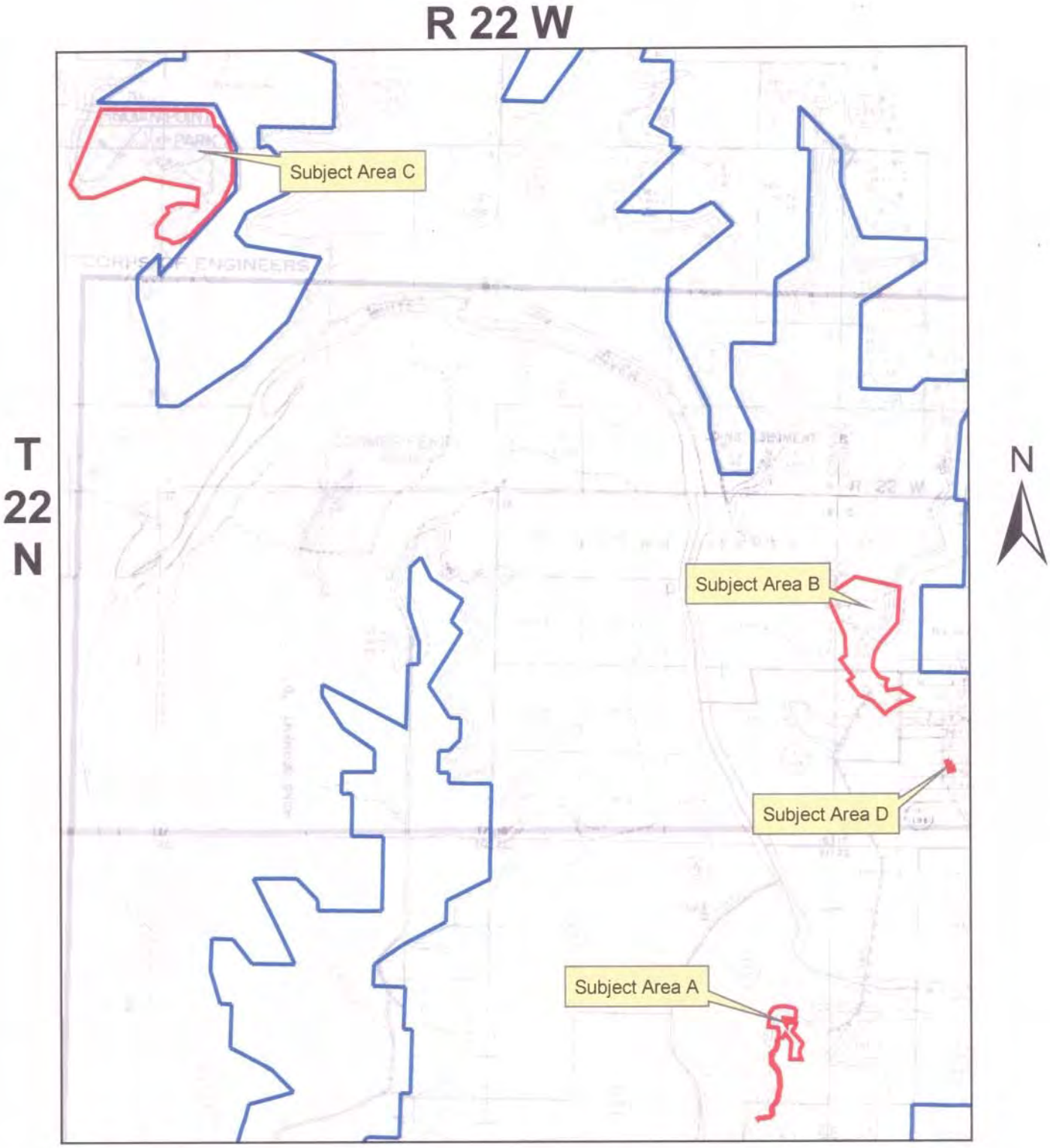
CORPORATE CERTIFICATE

I Ross Summers, certify that I am the Sec / Tres. of the corporation named herein: that Chip Mason, who signed this instrument on behalf of the corporation was then Chairman of the corporation; that said instrument was duly signed for and in behalf of said corporation by authority of it's governing body, and is within the scope of its corporate powers.

Ross Summers

Sec. / Treasurer
(TITLE)

(SEAL)



Scale: 1:25,000

Legend

- Subject Area
- Gov.Boundary Line

US ARMY CORPS OF ENGINEERS
Little Rock District
Table Rock Lake

This image is an approximate representation due to errors in the generation process. The Corps of Engineers is not responsible for any incorrect information provided in this map.

Lease for Cooperative Agreement

Exhibit A-1
Tract Nos. A-106, A-107, A-109, A-111, B-206-3, B-207, B-211 and B-243
County: Stone and Taney
State: Missouri
DACW03-1-11-5181

R 22 W

T 22 N

N

Scale: 1:5,000

Lease for Cooperative Agreement

Legend

Subject Area

Gov.Boundary Line

US ARMY CORPS OF ENGINEERS
Little Rock District
Table Rock Lake

This image is an approximate representation due to errors in the generation process. The Corps of Engineers is not responsible for any incorrect information provided in this map.

Exhibit A-2
Tract Nos. A-105 and A-107
County: Stone
State: Missouri
DACW03-1-11-5181

R 22 W

T 22 N

N

Scale: 1:3,500

Lease for Cooperative Agreement

Legend

- Subject Area
- Gov.Boundary Line

US ARMY CORPS OF ENGINEERS
Little Rock District
Table Rock Lake

This image is an approximate representation due to errors in the generation process. The Corps of Engineers is not responsible for any incorrect information provided in this map.

Exhibit A-3
Tract Nos. A-109 and A-111
County: Taney
State: Missouri
DACW03-1-11-5181

R 22 W

T 22 N

N

Scale: 1:8,000

Legend

Subject Area

Gov.Boundary Line

US ARMY CORPS OF ENGINEERS
Little Rock District
Table Rock Lake

This image is an approximate representation due to errors in the generation process. The Corps of Engineers is not responsible for any incorrect information provided in this map.

Lease for Cooperative Agreement

Exhibit A-4
Tract Nos. B-206-3, B-207, B-211 and B-243
County: Stone
State: Missouri
DACW03-1-11-5181

R 22 W

T 22 N

N

Scale: 1:800

Lease for Cooperative Agreement

Legend

Subject Area

Gov.Boundary Line

US ARMY CORPS OF ENGINEERS
Little Rock District
Table Rock Lake

This image is an approximate representation due to errors in the generation process. The Corps of Engineers is not responsible for any incorrect information provided in this map.

Exhibit A-5
Tract No. A-106
County: Taney
State: Missouri
DACW03-1-11-5181

Table Rock Lake
Table Rock Visitor Center

Owner: United States of America
Ozark Rivers Heritage Foundation
Cooperative Agreement
Total Acres: 106.4

SUBJECT AREA A
Dewey Short Visitor Center and Trail Area

A parcel of land situate in the County of Stone, State of Missouri, being that part of the E½ of the SE¼ of Fractional Section 21 all in Township 22 North, Range 22 West, of the Fifth Principal Meridian and containing approximately 4.80 acres, more or less, as shown in red on Exhibit "A-2".

SUBJECT AREA B
Moonshine Beach Public Use Area

A parcel of land, situated in the county of Taney, state of Missouri, being part of the SW ¼ of the NW ¼ and part of the NW ¼ of the NW ¼ of the SW ¼ of Section 20, Township 22 North, Range 24 West, of the Fifth Principal Meridian, and containing 31.50 acres, more or less, as shown in red on Exhibit "A-3".

SUBJECT AREA C
Indian Point Public Use Area

A parcel of land, situated in the county of Stone, state of Missouri, being part of the S ½ of the SW ¼ of the SW ¼ of Section 5, and part of the S ½ of the SE ¼ of the SE ¼ of Section 6, and part of the NE ¼ of the NE ¼ and part of the E ½ of the NW ¼ of the NE ¼ and part of the NE ¼ of the SE ¼ of the NE ¼ of Section 7, and part of the NW ¼ of the NW ¼ and part of the NW ¼ of the SW ¼ of the NW ¼ of Section 8, Township 22 North, Range 22 West, of the Fifth Principal Meridian, and containing 70 acres, more or less, (to include the Corps' launch ramp within the Indian Point Marina lease site) as shown in red on Exhibit "A-4".

SUBJECT AREA D
(Park Attendant Campsite within
Training and Conference Facility Area)

A parcel of land, situated in the county of Taney, state of Missouri, being part of the N ½ of the SE ¼ of the SW ¼ of Section 15, Township 22 North, Range 22 West, of the Fifth Principal Meridian, and containing 0.1 acre, more or less, as shown in red on Exhibit "A-5".

May 24, 2011

EXHIBIT "B"

JOINT SURVEY OF INSPECTION OF CONDITION OF GOVERNMENT LEASED PROPERTY

PROPERTY LIST FOR MOONSHINE BEACH AS OF 19 APR 11

Property ID #	Project	STRUCTURE NO	Structure Type	Location	Condition
TRL-47929	TRL	TRLMBR06	HONOR VAULT WITH PAD	MOONSHINE BEACH	GOOD
TRL-47930	TRL	TRLMBR03	GATE-2 ARM-EXIT BOAT LAUNCH RAMP PARKING AREA	MOONSHINE BEACH	GOOD
TRL-47995	TRL	TRLMBR05	COURTESY DOCK	MOONSHINE BEACH	GOOD
TRL-58328	TRL	TRLMBR08	DUMPSTER PAD WITH FENCE	MOONSHINE BEACH	GOOD
TRL-62410	TRL	TRLMBZ01	GRAVEL SERVICE ROAD	MOONSHINE BEACH	GOOD
TRL-62412	TRL	TRLMBR11	FENCE-WOODEN POST AND RAIL	MOONSHINE BEACH	GOOD
TRL-62413	TRL	TRLMBR12	GATE-2 ARM METAL	MOONSHINE BEACH	GOOD
TRL-63881	TRL	TRLP02	ROAD TO PENINSULA AT MOONSHINE BEACH	MOONSHINE BEACH	GOOD
TRL-63885	TRL	TRLP06	ROAD-ENTRANCE	MOONSHINE BEACH	GOOD
TRL-63886	TRL	TRLP07	ROAD TO HANDICAP PARKING AREA BY BOAT LAUNCH RAMP	MOONSHINE BEACH	GOOD
TRL-63888	TRL	TRLP08	ROAD FOR PARK ATTENDANT SITE	MOONSHINE BEACH	GOOD
TRL-63889	TRL	TRLP09	ABOVE SHOWERHOUSE	MOONSHINE BEACH	GOOD
TRL-63890	TRL	TRLP10	PARKING LOT-OVERFLOW AREA	MOONSHINE BEACH	GOOD
TRL-63891	TRL	TRLP11	PARKING LOT BY GATEHOUSE	MOONSHINE BEACH	GOOD
TRL-63892	TRL	TRLP12	PARKING LOT-HANDICAP-BY SHOWERHOUSE	MOONSHINE BEACH	GOOD
TRL-63894	TRL	TRLC01	SHOWERHOUSE WITH TOILETS	MOONSHINE BEACH	GOOD
TRL-63895	TRL	TRLY08	SWIM BEACH	MOONSHINE BEACH	GOOD
TRL-63896	TRL	TRLR22	HANDICAP RAMPS WITH METAL RAILS	MOONSHINE BEACH	GOOD
TRL-63898	TRL	TRLU06	WATER DISTRIBUTION SYSTEM WITH FOUNTAIN	MOONSHINE BEACH	GOOD
TRL-63899	TRL	TRLU07	SEPTIC SYSTEM-PARK ATTENDANT SITES (2)	MOONSHINE BEACH	GOOD
TRL-63900	TRL	TRLU08	ELECTRIC DISTRIBUTION SYSTEM	MOONSHINE BEACH	GOOD
TRL-63901	TRL	TRLA01	GATEHOUSE WITH PAD	MOONSHINE BEACH	GOOD
TRL-63902	TRL	TRLR24	PICNIC SITES WITH CANOPIES AND PADS	MOONSHINE BEACH	GOOD
TRL-63903	TRL	TRLT01	PLAYGROUND WITH CONCRETE FRAME AND PADDING	MOONSHINE BEACH	GOOD
TRL-63904	TRL	TRLR25	DUMPSTER PAD-2 WITH FENCING	MOONSHINE BEACH	
TRL-63905	TRL	TRLA02	GATE-3 ARM-ENTRANCE TO PARK	MOONSHINE BEACH	GOOD
TRL-63906	TRL	TRLF01	GATE 2-ARM W/PIPE BOLLARDS AT BEACH ENTRANCE	MOONSHINE BEACH	GOOD
TRL-63907	TRL	TRLF02	GATE 1-ARM W/PIPE BOLLARDS-OVERFLOW PARKING LOT	MOONSHINE BEACH	GOOD
TRL-63908	TRL	TRLU09	RETAINING WALL/DRAINAGE SYSTEM	MOONSHINE BEACH	GOOD
TRL-63909	TRL	TRLR29	HAND RAILS FOR HANDICAP RAMP/SIDEWALK	MOONSHINE BEACH	GOOD
TRL-63910	TRL	TRLF03	FENCING-CHAIN LINK WITH METAL RAILS	MOONSHINE BEACH	GOOD
TRL-63911	TRL	TRLN01	PAVED TRAIL BY BEACH	MOONSHINE BEACH	GOOD
TRL-63912	TRL	TRLR27	STEPS AT END OF HANDRAIL-CONCRETE	MOONSHINE BEACH	GOOD
TRL-63913	TRL	TRLR28	SIDEWALKS	MOONSHINE BEACH	GOOD
TRL-63915	TRL	TRLR26	GATE AND CLEANING ATTENDANT SITE WITH PADS AND OH SHELTER	MOONSHINE BEACH	GOOD
TRL-63916	TRL	TRLR30	GUARD RAIL	MOONSHINE BEACH	GOOD
TRL-64463	TRL	TRLR64	GROUP PICNIC PAVILLION WITH GRILLS, FIREPLACE AND PAD	MOONSHINE BEACH	GOOD

JOINT SURVEY OF INSPECTION OF CONDITION OF GOVERNMENT LEASED PROPERTY

Property ID #	Project	STRUCTURE NO	Structure Type	Location	Condition
TRL-67386	TRL	TRLC03	TOILET WITH FOUNTAIN, PAD AND EXTENDED SIDEWALK AND LIFT STATION	MOONSHINE BEACH	GOOD
TRL-67506	TRL	TRLBU10	LIGHTING-BOAT LAUNCH RAMP AREA-4	MOONSHINE BEACH	GOOD
TRL-67526	TRL	TRLB15	BOAT LAUNCH RAMP-4 LANES	MOONSHINE BEACH	GOOD
TRL-67546	TRL	TRLB16	PARKING LOT-NEAR BOAT LAUNCH RAMP	MOONSHINE BEACH	GOOD
TRL-67566	TRL	TRLB17	ACCESS ROAD-TO BOAT LAUNCH RAMP & PARKING LOT	MOONSHINE BEACH	GOOD
TRL-69467	TRL	TRLB02	TRANSFER PLATFORM-LAND TO BOAT	MOONSHINE BEACH	GOOD
TRL-69755	TRL	TRLA08	SIGN-ENTRANCE TO PARK WITH BLOCK RETAINING WALL	MOONSHINE BEACH	GOOD
TRL-73159	TRL	TRLA15	FLAGPOLE	MOONSHINE BEACH	GOOD

U. S. Army Corps of Engineers
Little Rock District

By: [signature]
Title: Chief Real Estate Division

Ozark Rivers Heritage Foundation

By: [signature]
Title: President

JOINT SURVEY OF INSPECTION OF CONDITION OF GOVERNMENT LEASED PROPERTY

PROPERTY LIST FOR INDIAN POINT AS OF 5 MAY 11

Property ID #	Project	STRUCTURE NO	Structure Type	Location	Condition
TRL-45395	TRL	TRL01A01	GATE HOUSE WITH PAD	INDIAN POINT	GOOD
TRL-45396	TRL	TRL01A02	PARK ATTENDANT SITE #1 WITH STEPS/RAIL	INDIAN POINT	GOOD
TRL-23953	TRL	TRL01A03	PARK CLEANING ATTENDANT SITE	INDIAN POINT	GOOD
TRL-45397	TRL	TRL01B01	BOAT LAUNCHING RAMP - 2 LANES	INDIAN POINT	GOOD
TRL-45399	TRL	TRL01C02	TOILET - COMPOSTING PIT - #DP4	INDIAN POINT	GOOD
TRL-45400	TRL	TRL01C03	TOILET - COMPOSTING PIT - #DP8	INDIAN POINT	GOOD
TRL-45402	TRL	TRL01C05	TOILET - WATERBORNE - #DP7	INDIAN POINT	FAIR
TRL-45403	TRL	TRL01C06	TOILET - PIT - #DP6	INDIAN POINT	GOOD
TRL-45405	TRL	TRL01P01	PARKING LOTS - 11	INDIAN POINT	GOOD
TRL-45406	TRL	TRL01R02	SWIM BEACH WITH BOUY LINE	INDIAN POINT	FAIR
TRL-45407	TRL	TRL01R03	PICNIC SITES - 4	INDIAN POINT	GOOD
TRL-45409	TRL	TRL01R05	GROUP CAMP SITES	INDIAN POINT	GOOD
TRL-45411	TRL	TRL01R07	CAMP SITES - 75	INDIAN POINT	GOOD
TRL-45415	TRL	TRL01R11	TRAILER DUMP STATION	INDIAN POINT	GOOD
TRL-45417	TRL	TRL01R13	GROUP SHELTER WITH PAD, GRILLS, AND TABLES	INDIAN POINT	FAIR
TRL-47914	TRL	TRL01R14	AMPITHEATER	INDIAN POINT	GOOD
TRL-47970	TRL	TRL01R15	FLAG POLE	INDIAN POINT	GOOD
TRL-47972	TRL	TRL01R17	DUMPSTER WITH FENCING - 3	INDIAN POINT	GOOD
TRL-58306	TRL	TRL01R19	COURTESY DOCK	INDIAN POINT	GOOD
TRL-58358	TRL	TRL01R21	HONOR VAULT	INDIAN POINT	GOOD
TRL-58364	TRL	TRL01R22	TRAFFIC COUNTER	INDIAN POINT	GOOD
TRL-62403	TRL	TRL01R23	GATE - PIPE, 2 ARMS, BY GROUP CAMPING AREA	INDIAN POINT	FAIR
TRL-45418	TRL	TRL01U01	ELECTRIC DISTRIBUTION SYSTEM	INDIAN POINT	GOOD
TRL-45419	TRL	TRL01U02	WATER DISTRIBUTION SYSTEM	INDIAN POINT	GOOD
TRL-45420	TRL	TRL01U03	DETENTION TANK	INDIAN POINT	GOOD
TRL-23954	TRL	TRL01U04	WELL HOUSE WITH CHLORINATION DETENTION TANK	INDIAN POINT	GOOD
TRL-45421	TRL	TRL01W01		INDIAN POINT	GOOD
TRL-45422	TRL	TRL01Y01	CULVERTS - CONCRETE AND STONE - 3	INDIAN POINT	GOOD
TRL-58144	TRL	TRL01Y02	ROAD	INDIAN POINT	GOOD
TRL-64366	TRL	TRL14S	STORAGE SHED ON PADS/SKIDS WITH UTILITIES - 3	INDIAN POINT	GOOD
TRL-64367	TRL	TRL15T	PLAYGROUND WITH 2 BENCHES	INDIAN POINT	GOOD
TRL-64368	TRL	TRL16R	PARK ATTENDANT SITE #2	INDIAN POINT	GOOD
TRL-64369	TRL	TRL17R	PICNIC SHELTERS WITH TABLES AND BENCHES - 2	INDIAN POINT	GOOD
TRL-64370	TRL	TRL18U	LIGHTS - EXTERIOR	INDIAN POINT	GOOD
TRL-67366	TRL	TRLC02	SHOWERHOUSE - PREFAB	INDIAN POINT	GOOD
TRL-70939	TRL	TRLC06	SHOWERHOUSE/RESTROOM - CXT	INDIAN POINT	GOOD

JOINT SURVEY OF INSPECTION OF CONDITION OF GOVERNMENT LEASED PROPERTY

Property ID #	Project	STRUCTURE NO	Structure Type	Location	Condition
TRL-69747	TRL	TRLF05	FENCING - 2 RAIL WOODEN POST	INDIAN POINT	GOOD
TRL-69547	TRL	TRLR89	SIGN - AT PARK ENTRANCE	INDIAN POINT	GOOD

U. S. Army Corps of Engineers
Little Rock District

By: Balch
Title: Chief Real Estate Division

Ozark Rivers Heritage Foundation

By:
Title: Chairman

JOINT SURVEY OF INSPECTION OF CONDITION OF GOVERNMENT LEASED PROPERTY

PROPERTY LIST FOR DEWEY SHORT VISITOR CENTER AND TRAIL AREA AS OF 10 MAY 11

Property ID #	Project	STRUCTURE NO	Structure Type	Location	Condition
TRL-64353	TRL	TRL01C	WATERBORNE TOILET	PROJECT OFFICE	GOOD
TRL-64356	TRL	TRL04R	MINI SHELTER PICNIC TABLES - 3	PROJECT OFFICE	GOOD
TRL-64538	TRL	TRL06N	TRAIL - HIKE & BIKE	PROJECT OFFICE	GOOD
TRL-45774	TRL	TRLR03	CAMPSITE WITH AMENITIES - 4	PROJECT OFFICE	GOOD

U. S. Army Corps of Engineers
Little Rock District

By: Bartell
Title: Chief, Real Estate Division

Ozark Rivers Heritage Foundation

By:
Title: President

PRELIMINARY ASSESSMENT SCREENING
(PAS)

PROJECT Table Rock Lake

OUTGRANT NO. DACW03-1-11-5181

A site investigation and a complete search of the District files revealed no evidence that hazardous substances have been stored, released, or disposed of on the property involved. No unusual odors, suspicious seepage, or other evidence of the presence of hazardous waste were observed.

Realty Specialist Officer

Date: 1 June 2011

The undersigned made a survey of the subject lease area and agree that, as of this date, the area shows no evidence of the presence of hazardous waste.

OZARK RIVERS HERITAGE FOUNDATION

By:

Title:

Date: 6/3/11

Exhibit D

OPERATION AND MAINTENANCE ITEMS RESPONSIBILITIES

A. CORPS OF ENGINEERS ("the Corps") RESPONSIBILITIES

The Corps will, within appropriated funding levels each year, provide the following:

(1) Ranger and Law Enforcement Patrols, as necessary.

(2) Maintenance, replacement and repairs to all existing public use areas and interpretive facilities, including but not limited to:

a. Roads and Parking Lots.
b. Picnic Areas.
c. Restrooms.
d. Buildings and Facilities.
e. Campsites.
f. Grounds Maintenance – Mowing.
g. Tree Maintenance.
h. Sewage Treatment Systems.
i. Pesticide Control.
j. Herbicide Control.
k. Utility Line Replacement.
l. Trails.
m. Boat Ramps & Courtesy Docks.
n. Beach Maintenance.
o. Solid Waste Disposal.
p. Leaf Removal.
q. Park Opening/Closing Maintenance (Winterization) .
r. Water & Beach Sampling.
s. Buoy & Swim Line Maintenance .
t. Painting of Structures and/or Vandalism.
u. Lantern Hanger Replacement.
v. Fire Ring/Grill Replacement.

(3) Provide the Quality Assurance inspections for all construction, services contracts, and facility maintenance, including those provided by the Foundation.

(4) Provide pre-work NRRS and the Corps' policy training for fee attendants and cleaning attendants.

(5) Facility maintenance and mowing services at Visitor Center.

(6) All utilities.

(7) Provide space/utilities for concession building and/or trailer near picnic shelter at Moonshine Beach. Specifically, three parking spaces currently identified for loading and unloading only.

(8) Any government supplied equipment will be signed and accounted for by Ozarks Rivers Heritage Foundation.

(9) Provide cleaning supplies, light bulbs, toilet paper, hand soap/sanitizer, trash bags, paper towels for use in cleaning and maintenance of the Dewey Short Visitor Center, Project Office, Trail Head Restroom, Training/Conference Facility, Maintenance Building, and Hydropower Plant.

B. OZARKS RIVERS HERITAGE FOUNDATION ("the Foundation") RESPONSIBILITES

The Foundation agrees to provide the following:

(1) Operate and maintain all Table Rock Project Areas covered under the Cooperative Agreement Lease ("the Lease"), in accordance with the following:

a. Definitions:

i. Clean: Sweep, wash, wipe or brush facilities and park signs to ensure that dirt, dust, rocks, debris, trash, soap scum, hard water spots, rust, garbage, ashes, foreign matter left by the public, insects, insect nests, spider webs, and bird droppings are removed. Replace facility light bulbs, toilet paper, trash bags, and soap/sanitizer as necessary.

ii. Sanitary: Wash the facilities using disinfectants each time the facilities are cleaned to prevent mold, mildew and any other bacteria from forming.

iii. Odor Free: Use of a chemical agent in a manner that will eliminate odor from all facilities and reduce or eliminate odors in vault toilets.

iv. Policing: Pick up and removal of all trash and refuse, including but not limited to, animal carcasses, tires, bags of trash, etcetera from the developed (mowed and maintained) areas of the park grounds to include playgrounds, nature trails, roadways, boat ramps, parking lots, camping areas, dump stations, shorelines, picnic areas, and along drainage ditches.

b. Provide supplies necessary to operate and maintain the leased facilities, including but not limited to cleaning supplies, toilet paper, hand soap/sanitizer, trash bags, paper towels, receipt paper rolls, office supplies, and postage, with the exception of the Corps' responsibilities listed in Section A.(9).

c. Provide security background checks for all Foundation employees, contractors, sublessees, and volunteers; herein referred to as team members. For those team members who will have access to the hydropower facility, a more thorough

background check is required. In addition, performance bonds are required for all team members who have access to funds and accountable property.

d. Operate and maintain in a "clean" condition, four campsites provided adjacent to the Table Rock Project Office, and one campsite provided adjacent to the Training/Conference Facility. Any additional campsites that are required by the Foundation for operation of the Dewey Short Visitor Center, Moonshine Beach and/or Indian Point will require that all costs associated to construct new sites will be paid for by the Foundation, at locations approved by the said officer. Construction of additional campsites will be in accordance with the Corps' specifications.

e. Assure that all team members, while on duty, shall dress in a neat fashion in properly fitting, clean clothing that is in acceptable condition. All team members shall promote a favorable image of the Foundation and the Corps through their personal appearance and actions. A name tag shall be worn by all team members while on duty. Team members shall not wear the Corps' uniform.

f. Provide for security of Government property.
   i. The Foundation will be furnished keys to those buildings and areas where access is necessary to perform the Lease. No duplicates of the keys shall be obtained in any manner. Security of the keys shall be the responsibility of the Foundation.
   ii. Use of Government supplied equipment, i.e. telephones, fax machines, computers, shall be:
      1. in accordance with all FCC and the Corps' regulations and instructions;
      2. used for official business only; and
      3. not used for sending inappropriate messages, installation of unapproved software, internet "surfing" or viewing explicit or dangerous materials, all of which are prohibited.
   iii. Only those team members and the Corps employees identified in the initial training session are permitted in the fee collection work areas.
   iv. Use of personal computers, other than Government provided equipment, shall not be allowed in fee collection areas.
   v. Television antennas or satellite receivers shall not be installed on any project structure or feature.
   vi. The Foundation will take appropriate precautions to assure team members' personal safety and security of fees. Fees shall be stored in a vault or safe, provided by the Corps and located in the fee booths. A safe or vault shall be provided by the Foundation in the Visitor Center.
   vii. At areas where the Foundation is authorized to do so, they may issue Annual Day User Passes to individuals. If the Foundation chooses to issue these Passes, the Foundation shall maintain documentation in accordance with project policies.
   viii. Work areas shall be kept clean and neat. Safety hazards shall be immediately reported to the Operations Project Manager, Table Rock Lake.

g. Operate Moonshine Beach and Indian Point Recreation Areas in accordance with guidelines of the Corps' other Table Rock Lake Parks.

i. Administer all aspects of the park attendants, cleaning attendants, volunteer services and/or contracts to include recruiting, advertising, training and payment for these services.

1. Provide labor and supplies to ensure restroom and shower house facilities are "clean, sanitary, and odor free". In vault toilets, the use odor control chemicals shall be used to reduce or eliminate odors. Chemicals for this must be approved by the Corps and must be septic system compatible. Material safety data sheets are required and copies must be furnished to the Corps.

ii. Grounds are "policed".

iii. Group picnic shelters are "clean".

iv. Campsites and picnic sites are "clean".

v. Well and table canopies are "clean and sanitary".

vi. Fireplaces, fire rings, and grills are "clean".

vii. Drinking fountains are "clean and sanitary".

viii. Sidewalks are "clean and policed".

ix. Waste containers are emptied daily, and refuse is deposited in provided dumpsters.

x. Dumpsters are monitored for efficient utilization, and area is "policed";

xi. Sand and gravel areas are raked and "clean".

xii. Park signs are "clean".

xiii. Opening and closing gates and facilities, raising and lowering of flag, and posting of reservations daily.

xiv. Regular surveillance patrols of the area.

xv. Maintaining a park logbook of park activities including, but not limited to, accidents, incidents, emergencies, complaints and problems. Records will be turned into project management personnel, as instructed.

xvi. Administer picnic pavilion, group campsite, and campsite reservations.

xvii. Collect appropriate fees for use of the area.

(2) In addition to the requirements of Sections B.(1).a through B.(1).f, provide the following at Dewey Short Visitor Center:

a. Provide volunteers/staff to maintain/operate the Dewey Short Visitor Center. At a minimum, the Visitor Center will be operational annually from April 1 through October 31, seven days a week, 9:00 a.m. to 5:00 p.m.

b. Provide volunteers and/or team members for janitorial services at the Dewey Short Visitor Center and surrounding grounds to include the following:

i. Janitorial services for the Project Offices, Dewey Short Visitor Center, Training/Conference Facility, Maintenance Building (Office and Restrooms Only), and Hydropower Plant shall include the following

services. Project Office, Visitor Center, and Hydropower Plant will be cleaned three times per week. Training/Conference Facility and Maintenance Building will be cleaned once a week, or as needed between weekly services.

1. Vacuum and spot clean carpets and doormats.
2. Clean, remove all scuff marks and damp mop all tile floors.
3. Clean and disinfect lavatories, toilets, urinals and sanitary napkin dispensers.
4. Re-supply toilet paper, paper towels, soap, aerosol deodorants and clean dispensers.
5. Clean mirrors, partitions, hand dryers and counter tops.
6. Clean and disinfect drinking fountains.
7. Empty all trash cans and ensure they have clean liners of the appropriate size; keep inside and outside of trash cans clean.
8. Remove cigarette butts, trash and other debris from sand ashtray cans by entrance doors and replace sand, when necessary.
9. Police and sweep Project Office and Visitor Center entrance areas and back Visitor Center deck and entrance area by chiller units.
10. Clean all glass (inside and out) on doors and windows at the Visitor Center front and deck entrances and to the office entrance.
11. Clean kitchen sink, counter tops and kitchen appliances.
12. Clean all entrance doormats and dispose of debris trapped by mats.
13. Low dusting.
14. Replace any burned out light bulbs throughout Project Office, Visitor Center, Maintenance Building, Trail Head Restroom, and Training/Conference Facility, and Hydropower Plant to include exterior can lighting. Auditorium lights will be replaced by other means.

ii. In addition to the cleaning listed in Section B.(2).b.i, monthly cleanings for the Project Office and Visitor Center shall be performed on the first Saturday of each month and include the following services:

1. Sweep and clean mechanical room floors to include around and under equipment.
2. Clean doors, door jambs, door casing, and associated hardware, light switch covers, light covers and walls.
3. Vacuum and spot clean all upholstered furniture.
4. High dusting.

iii. Janitorial services for the Trail Head Restroom shall include the following services. These services will be performed daily.

1. Clean, remove all scuff marks and damp mop all concrete floors.

2. Clean and disinfect lavatories, toilets, and sanitary napkin dispensers.
3. Re-supply toilet paper and soap.
4. Clean mirrors, partitions, hand dryers, walls and remove graffiti.
5. Clean and disinfect drinking fountains.
6. Empty all trash cans and assure they have clean liners of the appropriate size; keep inside and outside of trash cans clean.
7. Empty cigarette butt can, which is located in front of the building.
8. Police and sweep all sidewalks adjacent to the restroom building from the parking lot to the yellow ballads at the entrance of the Table Rock Lakeshore Trail.
9. Low and high dusting.
10. Replace any burned out light bulbs (interior and/or exterior).

iv. Janitorial services for the Project Office and Visitor Center grounds (outside of the building) shall include the following services. These services will be performed once a week, or as needed between weekly services.

1. Police area around office dumpster.
2. Sweep and clean the Visitor Center deck, the sidewalk that leads to the main entrance of the Visitor Center, and the sidewalk that leads to the employee entrance. Also sweep and clean the entrance areas to the Visitor Center, as well as, the employee entrance.
3. Police all roads, grounds, parking areas, road right of ways (ten feet from edge of road) within the Table Rock Project Office adjacent grounds and the overlook/lower fishing areas, including the lawn across the fence.
4. Clean recessed lights on the outside of the Visitor Center in deck area.
5. Police the Table Rock Lakeshore Trail from the Corps' Trailhead to the Showboat Branson Belle parking lot. Remove all limbs/debris that have fallen on the paved surface or the gravel shoulders of the trail.
6. Police inside the fenced area behind the Visitor Center around the chiller units.

(3) In addition to the requirements of section of B.(1), in its entirety, provide the following at Moonshine Beach Recreation Area:

a. May operate a concession stand at an area approved by the Corps to provide: food services, packaged food, water, safety equipment, rental equipment, hats, T-shirts, sunscreen, sunglasses and other like items, etcetera. These services are to enhance the visitor recreational/natural resource experience. Concession

services in conjunction with this Cooperative Agreement Lease will only be considered at non-marina (non-commercial concession) public use areas.

b. Provide volunteers/staff to maintain/clean/operate Moonshine Beach Recreation Area. At a minimum, Moonshine Beach will be operational annually from May 15 through September 15, seven days a week, 9:00 a.m. to 7:00 p.m, extending to 8:00 p.m. Fridays and Saturdays.

(4) In addition to the requirements of section of B.(1), in its entirety, provide the following at Indian Point Recreation Area:

a. Provide volunteers/staff to maintain/clean/operate Indian Point Recreation Area. At a minimum, Indian Point will be operational annually from April 1 through October 31, seven days a week, 9:00 a.m. to 7:00 p.m, extending to 8:00 p.m. Fridays and Saturdays.

CONCEPTUAL DEVELOPMENT PLAN

THIS EXHIBIT LEFT INTENTIONALLY BLANK. A CONCEPTUAL DEVELOPMENT PLAN FOR THE PREMISES SHALL BE SUBMITTED BY THE LESSEE UPON REQUEST OF THE SAID OFFICER.