DEPARTMENT OF THE ARMY
LOUISVILLE DISTRICT CORPS OF ENGINEERS
P. O BOX 59
LOUISVILLE, KENTUCKY 40201

PLAINTIFF'S EXHIBIT 5

ORLRE-M

14 November 1975

Dr. Robert W. Teater, Director
Department of Natural Resources
State of Ohio
Fountain Square
Columbus, Ohio 43224

Dear Dr. Teater:

Inclosed is your copy of Lease No. DACW-27-1-76-43 which grants the State of Ohio use of approximately 9,311.31 acres of land and water areas at Caesar Creek Lake.

Sincerely yours,

MAX BOHRER
Chief, Real Estate Division

1 Incl
As stated

Copy furnished:
Mr. Robert Lucas
Ohio Dept. of Natural Res.

RECEIVED
DEPARTMENT OF
NATURAL RESOURCES
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AMERICAN REVOLUTION BICENTENNIAL 1776-1976

DEPARTMENT OF THE ARMY

LEASE No. DACW-27-1-76-43

FOR PUBLIC PARK AND RECREATIONAL PURPOSES
FISH AND WILDLIFE, AND FOREST MANAGEMENT PURPOSES
CAESAR CREEK LAKE, CLINTON, GREENE, AND WARREN COUNTIES, OHIO, PROJECT AREA

THE SECRETARY OF THE ARMY under authority of Section 4 of the Act of Congress approved 22 December 1944, as amended (16 U.S.C. 460d), hereby grants to State of Ohio, Department of Natural Resources, a lease for a period of fifty (50) years commencing on 1 July 1975, and ending on 30 June 2025, to use and occupy approximately 9,311.31 acres of land and water areas under the primary jurisdiction of the Department of the Army in the Caesar Creek Lake Project Area, hereinafter referred to as the premises as shown on attached Exhibit A and Exhibits B-1 thru B-5, ~~numbered~~ ~~dated~~, for public park and recreational, ~~purposes~~ fish and wildlife, and forest management purposes.

THIS LEASE is granted subject to the following conditions:

1. The lessee shall conform to such regulations as the Secretary of the Army may issue to govern the public use of the project area, and shall comply with the provisions of the above cited Act of Congress. The lessee shall protect the premises from fire, vandalism, and soil erosion, and may 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 provisions of the above cited Act of Congress. directly associated with the lessee's activities on the leased premises,

2. The lessee shall administer and maintain the premises in accordance with the U.S. Army Engineers' Master Plan and the implementing General Development Plan for the premises and with an Annual Management Program to be mutually agreed upon between the lessee and the U.S. Army District Engineer in charge of the administration of the project, which may be amended from time to time as may be necessary. Such Annual Management Program shall include, but is not limited to, the following:

a. Plans for management activities to be undertaken by the lessee or jointly by the U.S. Army Engineers and the lessee, including improvements and other facilities to be constructed thereon.

b. Budget of the lessee for carrying out the management activities.

c. Personnel to be used in the management of the area. *(See d. below)

3. The lessee shall provide the facilities and services necessary to meet the public demand either directly or through concession agreements with third parties. All such agreements shall state that they are granted subject to the provisions of this lease and that the concession agreement will not be effective until approved by the District Engineer.

4. Admission, entrance or user fees may be charged by the lessee for the entrance to or use of the premises or any facilities constructed thereon, PROVIDED, prior written approval of the District Engineer is obtained.

*d. Plans for supervising, patrolling, and policing the leased areas, including the water areas.

5. The amount of any fees and all rates and prices charged by the lessee or its concessionaires for accommodations, ~~food (except packaged goods)~~, and services furnished or sold to the public shall be subject to the prior approval of the District Engineer. The lessee shall, by 15 April ~~and 15 October~~ of each year, submit to the District Engineer for approval a list of the fees, rates and prices proposed for the following 12 months, including justification for any proposed increase or decrease. The District Engineer will give written notice to the lessee of his approval of or objection to any proposed fee, rate or price and will, if appropriate, state an approved fee, rate or price for each item to which an objection has been made. The lessee and/or its concessionaires shall keep a schedule of such fees, rates or prices posted at all times in a conspicuous place on the leased premises.

6. All monies received by the lessee from operations conducted on the premises, including, but not limited to, entrance and admission fees 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. Any such monies not so utilized, or programmed for utilization within a reasonable time, shall be paid to the District Engineer at the end of each 5-year period. The lessee shall establish and maintain adequate records and accounts and render annual statements of receipts and expenditures to the District Engineer, except for annual or weekly entrance fees which also are honored at other recreational areas operated by the lessee. The District Engineer shall have the right to perform audits of the lessee's records and accounts, and to require the lessee to audit the records and accounts of third party concessionaires, and furnish the District Engineer a copy of the results of such an audit.

7. All structures shall be constructed and landscaping accomplished in accordance with plans approved by the District Engineer. Further, the lessee shall not discharge waste or effluent from the premises in such a manner that such discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

8. 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 river and harbor and flood control work, and to remove timber or other material required for such work, to flood the premises when necessary, and/or to make any other use of the land as may be necessary in connection with public navigation and flood control, and the lessee shall have no claim for damages of any character on account thereof against the United States or any agent, officer or employee thereof.

9. 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 District Engineer.

10. 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, servants, or employees or others who may be on the premises at their invitation or the invitation of any one of them, arising from or incident to the flooding of the premises by the Government or flooding from any other cause, or arising from or incident to any other governmental activities, and the lessee shall hold the United States harmless from any and all such claims.

11. That at the time of the commencement of this lease, the lessee will obtain from a reputable insurance company, acceptable to the Government, liability or indemnity insurance providing for minimum limits of $ per person in any one claim, and an aggregate limit of $ for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, and $ for damage to property 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.

DRAFT

12. This lease may be relinquished by the lessee at any time by giving to the Secretary of the Army, through the District Engineer, at least 30 days' notice in writing.

13. This lease may be revoked by the Secretary of the Army in the event the lessee violates any of the terms and conditions of this lease and continues and persists therein for a period of 30 days after notice thereof in writing by the District Engineer.

14. On or before the date of expiration of this lease or its relinquishment by the lessee, the lessee shall vacate the premises, remove its property therefrom, and restore the premises to a condition satisfactory to the District Engineer. If, however, this lease is revoked, the lessee shall vacate the premises, remove its property therefrom, and restore the premises as aforesaid within such time as the Secretary of the Army may designate. In either event, if the lessee shall fail or neglect to remove its property and so restore the premises, then its property shall become the property of the United States without compensation therefor, and no claim for damages against the United States or its officers or agents shall be created by or made on account thereof.

15. The lessee or its concessionaires shall not discriminate against any person or persons because of race, creed, color or national origin in the conduct of its operations hereunder. The grantee furnishes as part of this contract an assurance (Exhibit C) that he will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations.

16. All notices to be given pursuant to this lease shall be addressed, if to the lessee, to State of Ohio, Department of Natural Resources, Fountain Square, Columbus, O. 4321
if to the Government, to the District Engineer, Louisville District, Corps of Engineers, P. O. Box 59, Louisville, Kentucky 40201,
or as may from time to time be directed by the parties. Notice shall be deemed to have been duly given if and when inclosed in a properly sealed envelope or wrapper, addressed as aforesaid and deposited postage prepaid (or, if mailed by the Government, deposited under its franking privilege) in a post office or branch post office regularly maintained by the United States Government.

17. This lease is subject to all existing easements, and easements subsequently granted, for roadways, and utilities located or to be located on the premises, provided that the proposed grant of any easement will be coordinated with the lessee and easements will not be granted which will interfere with developments, present or proposed, by the lessee.
Conditions Nos. 18 through 32 are set forth on attached sheet.

IN WITNESS WHEREOF I have hereunto set my hand this 4th
of November, 19 75, by direction of the Assistant Secretary of the Army.

Gordon M. Hobbs
Assistant for Real Property
OASA (I&L)

The above instrument, together with the provisions and conditions thereof, is hereby accepted this 12th day of June, 19 75

Approved as to form this
19 day of ~~July~~ May, 19 75.

William J. Brown
Attorney General

STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES

By Robert W. Teater
Robert W. Teater, Director

U.S. GOVERNMENT PRINTING OFFICE : 1967 O—247-951

18. That, upon completion of construction of facilities by the Department of the Army, an inventory and condition report of all personal property and improvements of the Government included in this lease shall be made by a representative of the Government and a representative of the lessee to reflect the then present condition of said property. A copy of said inventory and condition report shall be attached hereto and become a part hereof, as fully as if originally incorporated herein. Upon the expiration revocation, or termination of this lease, a similar inventory and condition report shall be prepared and submitted to the said officer, said inventory and condition report to constitute the basis of settlement by the lessee with said officer for the leased property shown to be lost, damaged, or destroyed, any such property to be either replaced or restored to the condition required by Condition No. 14 hereof, or at the election of the Government reimbursement made therefor by the lessee at the then current market value thereof.

19. Concession agreements entered into pursuant to Condition No. 3 above will require that the concessionaire obtain liability insurance from a reputable insurance company, acceptable to the Government, providing minimum protection of the Government in limits of $50,000.00 per person for any one claim and an aggregate limit of $150,000.00 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, and $5,000.00 for damage to property suffered or alleged to have been suffered by any person or persons resulting from the operations by the concessionaire under the concession agreement. Such insurance coverage will be obtained prior to initiation of operations by the concessionaire and be carried for the full term of the concession agreement.

20. That the lessee may construct upon said land such buildings, improvements, facilities, accommodations, fences, signs, and other structures as may be necessary for the purpose of this lease, and may plant seeds, shrubs, and trees, provided that all such structures shall be constructed and the landscaping accomplished in accordance with plans approved by the District Engineer, Corps of Engineers, in charge of the administration of the property; and, provided further that each one of the foregoing items proposed for location below elevation 888 feet mean sea level must have the prior written approval for the design and location thereof by the said District Engineer, and the lessee hereby further agrees that it will from time to time relocate, remove, or alter any of the items so constructed below elevation 888 feet mean sea level within such time as the said District Engineer may direct in writing to accommodate any changes in plans or purposes for operating the dam and controlling the lake elevation.

21. That the lessee, in exercising its governmental or proprietary functions, may plant and harvest crops, either directly or by service contract or under sharecrop agreements with local farmers, to provide: (a) food and cover for wildlife and (b) necessary compensation to farmers under any sharecrop agreement. Recognizing that a poor crop season may result in a lack of food for wildlife

in a given future year, the lessee will be allowed to provide a reasonable surplus which will be held in reserve against a future poor crop season or may be disposed of by the State and the proceeds from the sale held in reserve against a future poor crop season. In any event, the lands will not be used by the State for the production of crops or any other purpose solely to produce revenue to defray costs of management of the wildlife area. Lands within the leased area, available for lease for agricultural or grazing purposes, will be leased by the District Engineer. Monies collected by the State and not used to provide food for wildlife in a poor crop season shall be paid to the District Engineer at five-year intervals. The lessee will establish and maintain adequate records and accounts and render periodic statements of receipts and expenditures in furtherance of its wildlife feeding program, as may be required by said District Engineer.

22. That the lessee may cut timber, either directly or by contract, as may be necessary to further the development and conservation of forest lands, and collect and utilize the proceeds of any sales of timber in the development, conservation, maintenance, and utilization of said lands. No timber will be cut and sold solely to produce revenue to defray costs of management of the leased area. Any funds received by the lessee from the sale of timber and not so utilized or programmed for utilization within a reasonable time will be paid to the United States of America at the expiration of each five-year period of the term of the lease. The first five-year period is to begin on the date of the execution of this lease for and on behalf of the United States of America. The lessee will establish and maintain adequate records and accounts and render periodic statements of receipts and expenditures in furtherance of its management program as may be required by said District Engineer.

23. That the lessee may take, trap, remove, stock, or otherwise control all forms of fish and wildlife within the said area and may place therein such additional forms of fish and wildlife as it may desire from time to time, and shall have the right to close the area or any parts thereof from time to time to fishing, hunting, or trapping, provided that the closing of any area to such use for fishing, hunting, or trapping shall be consistent with the State laws for the protection of fish and wildlife; also, the lessee shall enforce the fish and game laws and such orders and regulations as may be issued by the Division Chiefs of the Department of Natural Resources and/or its Director, which laws, orders, and regulations are consistent with its State-wide program.

24. That the water areas of the said area shall be open to public use generally for boating, swimming, bathing, fishing, and other recreational purposes and that ready access to and exit from such areas along the shores of the lake shall be maintained for general public use, when such use is determined by the Secretary of the Army not to be contrary to the public interest. However, no use of any area shall be permitted which is inconsistent with the State laws for the protection of fish and wildlife.

25. That this lease is subject to all existing and future easements, leases, licenses, and permits heretofore granted, or to be hereafter granted, by the United States concerning said lands; provided, however, that upon appropriate notification by the lessee to said District Engineer, the United States, insofar as may be consistent with other uses and purposes of the lands, will not enter into any new easements, leases, licenses, or permits, or renewals thereof which will in the opinion of the District Engineer adversely affect the current operations of the lessee under the provisions of the lease or which will conflict with the definitely scheduled program of the lessee for the expansion of its activities under the provisions of this lease.

26. That no cuts or fills along the shoreline shall be made by the lessee without the prior approval of the said District Engineer.

27. That the lessee, in its conduct of the activities hereby authorized, agrees to comply promptly with applicable federal and state laws and regulations relating to the preservation and enhancement of the quality of the environment and the elimination of environmental pollution. Such federal and state laws and regulations in effect or to be prescribed are hereby made a condition of this lease.

28. That ingress to and egress from the reservoir area shall be afforded the lessee over existing access roads, such interior roads as may be constructed at such additional places over Government-owned lands as may be approved by said District Engineer. The lessee shall provide appropriate markings at its own expense.

29. That the United States shall not be responsible for damages to property or injuries to persons which may arise from the lessee's activities on the leased premises and the lessee shall hold the United States harmless from any and all such claims.

30. If and when a General Plan for Fish and Wildlife Management is approved pursuant to Section 3 of the Fish and Wildlife Coordination Act, as amended (72 Stat. 566; 16 U.S.C. 663), this lease will be amended to the extent necessary to conform with such General Plan.

31. That Exhibit A generally depicts the leased area. Because certain tracts were not acquired as of the effective date of the lease, Exhibits B-1 through B-5 are attached and made a part of the lease to accurately describe the areas excluded. As the excluded areas are acquired, they will be included in the leased area by supplemental agreement.

32. That prior to execution of this lease, the granting clause and Conditions Nos. 1, 5, and 15 were modified, Condition No. 2d and Conditions Nos. 18 through 32 were added, and Conditions Nos. 10, 11, and 17 were deleted.

DEPARTMENT OF THE ARMY
LOUISVILLE DISTRICT CORPS OF ENGINEERS
P. O BOX 59
LOUISVILLE KENTUCKY 40201

ORLRE-M

JUL 16 1982

RECEIVED
ODNR - DIRECTOR'S OFFICE
JUL 19 1982
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Dr. Robert W. Teater, Director
Department of Natural Resources
State of Ohio
Fountain Square
Columbus, Ohio 43224

Dear Dr. Teater:

A fully executed copy of Supplemental Agreement No. 4 to Lease No. DACW-27-1-76-43, Caesar Creek Lake, is forwarded for your records. This supplement was designed to delete 4.8 acres of land containing the McKay House from the leasehold and grants the State authority to enter into a third-party agreement with UNITE.

Sincerely,

C. E. EASTBURN
Colonel, Corps of Engineers
District Engineer

1 Incl
As stated

Copy furnished:
Mr. R. L. Lucas, ODNR

Lease No. DACW-27-1-76-43
Caesar Creek Lake, Ohio

SUPPLEMENTAL AGREEMENT NO. 4

This Supplemental Agreement entered into by and between the Secretary of the Army, hereinafter referred to as the Government, and the State of Ohio, Department of Natural Resources, Columbus, Ohio, hereinafter referred to as the Lessee, WITNESSETH THAT:

WHEREAS, a lease bearing No. DACW-27-1-76-43 was entered into by and between the Government and the Lessee on 4 November 1975, granting use and occupancy of approximately 9,311.31 acres of land and water areas of Caesar Creek Lake project for public park and recreational, fish and wildlife, and forest management purposes, for a term of fifty (50) years, beginning 1 July 1975 and ending 30 June 2025; and

WHEREAS, the lease was modified by Supplemental Agreement No. 1, dated 11 July 1977, to add 163.62 acres of land to the leased premises; and

WHEREAS, the lease was modified by Supplemental Agreement No. 2, dated 29 August 1979, to bring the lease into conformance with current wildlife management provisions; and

WHEREAS, the lease was modified by Supplemental Agreement No. 3, dated 22 July 1980, to grant the Lessee authority to enter into a third-party agreement with Wright State University for use of one (1) acre of project land; and

WHEREAS, the Government and the Lessee have determined that 4.84 acres of land and improvements, containing the Moses McKay House, a property listed on the National Register of Historic Places, are excess to project requirements; and

WHEREAS, the Corps of Engineers and the Advisory Council on Historic Preservation entered into a Memorandum of Agreement for the Caesar Creek Lake project in 1979 which provided for the transfer of subject property to the General Services Administration for disposal. Conveyance of the property by the General Services Administration will be subject to compliance with Section 106 of the National Historic Preservation Act and the Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," (36 CFR, Part 800); and

WHEREAS, the Lessee requested that the lease be further amended to grant authority for the Lessee to enter into a third-party agreement with the "Union of Native Indian Tribes for Education," hereinafter referred to as UNITE, for use of 128.297 acres of project land on which UNITE will construct an American Indian Center; and

WHEREAS, it is deemed in the best interest of the Government and the Lessee to enter into this supplemental agreement for the purpose of deleting 4.84 acres of land and improvements at Caesar Creek Lake from the lease and authorizing the Lessee to enter into a third-party agreement with UNITE.

NOW THEREFORE, the said lease is amended, effective 1 October 1981, to delete 4.84 acres of land as outlined in red on Exhibit E attached hereto and made a part hereof, and further amended to authorize the lessee to enter into a third-party agreement with UNITE, Spring Valley, Ohio, which agreement will grant UNITE the use of 128.297 acres of land as outlined in Exhibit F and more particularly described on Exhibit G, attached hereto and made a part hereof. The third-party agreement will authorize UNITE to develop an American Indian Center on portion of Tract No. 901, subject to the following conditions:

a. In the event of default by UNITE, the following conditions will apply:

(1) If no construction or partial construction has begun on the center, the lessee may, at its option, complete the development as planned or restore the site to its original condition.

(2) If construction is completed, the Lessee shall assume responsibility for operation of the center.

b. The UNITE development will be accomplished without cost to the Government and will not increase operations and management costs of the Government.

c. Any religious development will be for interpretative purposes and not to serve a particular religious belief, and further any educational facilities constructed will be designed to serve the general public and not any limited group sect or any other limited portion of the population.

The said lease, dated 4 November 1975, as previously amended by Supplemental Agreements Nos. 1, 2, and 3, in all other respects shall remain in full force and effect.

This Supplemental Agreement No. 4 is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of JUNE 1982, by direction of the Assistant Secretary of the Army (IL&FM).

Gordon M. Hobbs
Assistant for Real Property
OASA(IL&FM)

This Supplemental Agreement No. 4 is also executed by the Lessee this 1st day of April 1982.

Signed and sealed
in the presence of:

JAYE P. KREMER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES FEB 1 1985

STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES

By

THE OHIO DEPARTMENT OF
NATURAL RESOURCES

Memo

RECEIVED

TO: Don Olson, Chief, Parks & Recreation
Roger Hubbell, Chief, Outdoor Recreation
Mary Moss, Chief, Real Estate

DATE: October 28, 1982

FROM: Robert L. Lucas, Governmental RLL
Agency Coordinator

Subject: Caesar Creek Lease

Enclosed for your files is a copy of Supplemental Agreement #5 to our Caesar Creek Lease with the Corps.

This supplement adds a 1.46-acre parcel to our leased area.

RLL:pj
Enclosure a/s

DEPARTMENT OF THE ARMY
LOUISVILLE DISTRICT, CORPS OF ENGINEERS
P.O. BOX 59
LOUISVILLE, KENTUCKY 40201

OCT 2 2 '982

ORLRE-M

Dr. Robert W. Teater, Director
Ohio Department of Natural Resources
Fountain Square
Columbus, Ohio 43224

Dear Dr. Teater:

Inclosed is a fully executed copy of Supplemental Agreement No. 5 to Lease No. DACW-27-1-76-43, Caesar Creek Lake, which adds a 1.46-acre parcel of land, Tract No. 334, to the leased premises.

Sincerely,

C. E. EASTBURN
Colonel, Corps of Engineers
District Engineer

1 Incl
As stated

Copy furnished: w/incl
Mr. Robert Lucas, ODNR

RECEIVED
ODNR-DIRECTOR'S OFFICE
OCT 28 1982
AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

Lease No. DACW-27-1-76-43
Caesar Creek Lake, Ohio

Supplemental Agreement No. 5

This Supplemental Agreement entered into by and between the Secretary of the Army, hereinafter referred to as the Government, and the State of Ohio, Department of Natural Resources, Columbus, Ohio, hereinafter referred to as the Lessee, Witnesseth That:

Whereas, a lease bearing No. DACW-27-1-76-43 was entered into by and between the Government and the Lessee on 4 November 1975, granting use and occupancy of approximately 9,311.31 acres of land and water areas of Caesar Creek Lake project for public park and recreational, fish and wildlife, and forest mangement purposes, for a term of fifty (50) years, beginning 1 July 1975 and ending 30 June 2025; and

Whereas, the lease was modified by Supplemental Agreement No. 1, dated 11 July 1977, to add 163.62 acres of land to the leased premises; and

Whereas, the lease was modified by Supplemental Agreement No. 2, dated 29 August 1979, to bring the lease into conformance with current wildlife management provisions; and

Whereas, the lease was modified by Supplemental Agreement No. 3, dated 22 July 1980, to grant the Lessee authority to enter into a third-party agreement with Wright State University for use of one (1) acre of project land; and

Whereas, the lease was modified by Supplemental Agreement No. 4, dated 7 June 1982, to delete from the leased premises 4.84 acres of lands and improvements, containing the Moses McKay House, a property listed on the National Register of Historic Places, and to grant authority for the Lessee to enter into a third-party agreement with the "Union of Native Indian Tribes for Education" (UNITE); and

Whereas, a 1.46-acre parcel of land designated as Tract No. 334 was previously incumbered with a life tenancy estate and therefore not included in the original lease agreement; and

Whereas, said parcel is now available to add to the leased premise and it is in the best interest of the Government and the lessee to include said area in the leased premises.

Now therefore, the said lease is amended, effective 1 July 1982, to add 1.46 acres of land as outlined in red on Exhibit "H" attached hereto and made a part hereof.

The said lease, dated 4 November 1975, as previously amended by Supplemental Agreement Nos. 1, 2, 3, and 4, in all other respects shall remain in full force and effect.

This Supplemental Agreement No. 5 is not subject to Title 10, United States Code, Section 2662.

In Witness Whereof, I have hereunto set my hand this 30th day of September 19 82, by authority of the Secretary of the Army.

Robert R. Humphreys
ROBERT R. HUMPHREYS
Chief, Real Estate Division
Louisville District, Corps of Engineers
Louisville, Kentucky

This Supplemental Agreement No. 5 is also executed by the Lessee this 16th day of September 1982

SIGNED AND SEALED
IN THE PRESENCE OF:

Jaye P. Kremer

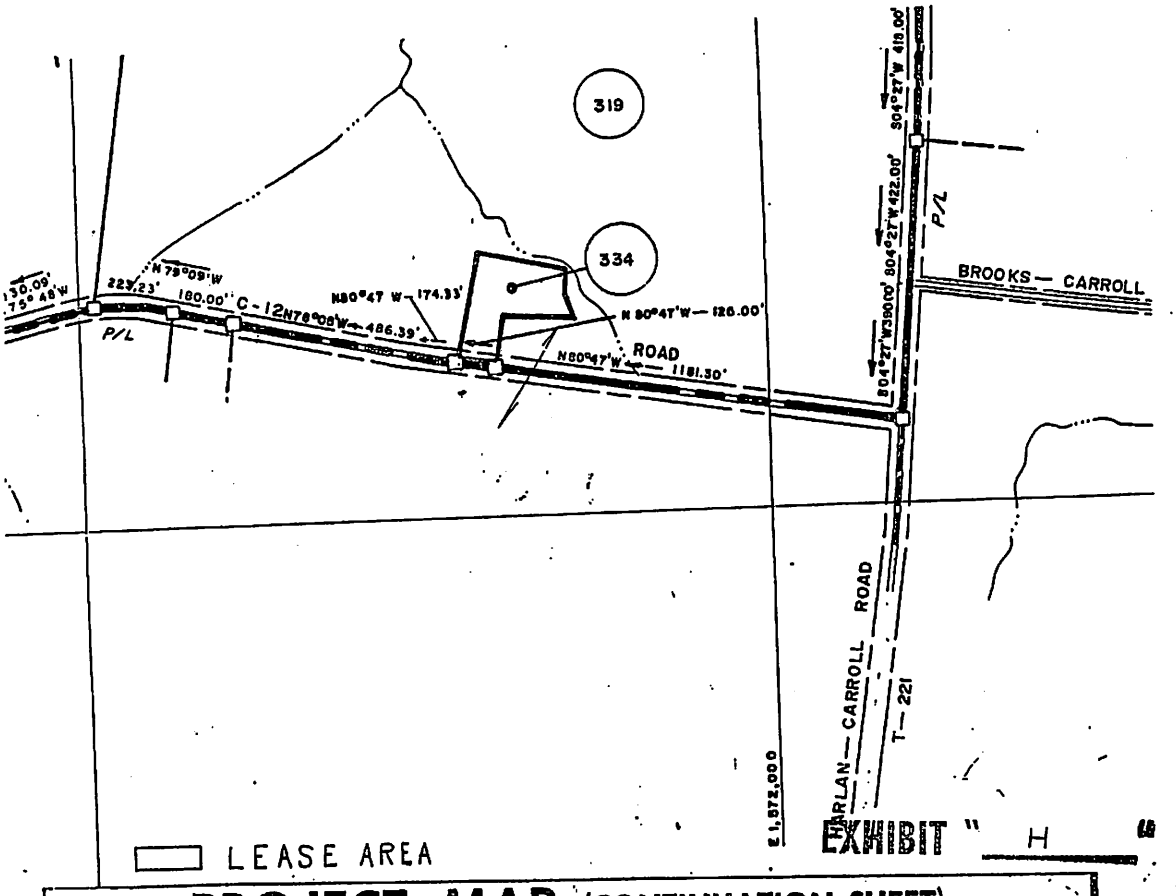
JAYE PATRICIA KREMER
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES FEB. 1, 1985

STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES

BY Robert W. Teater

SUBMITTED BY:
Geo. R. McDowell, Jr.

CAESAR CREEK LAKE



PROJECT MAP (CONTINUATION SHEET)

DEPT. OF THE ARMY	USING SERVICE CORPS OF ENGINEERS
LOCATION OF PROJECT	TRANSPORTATION FACILITIES
STATE OHIO	RAILROADS PENNSYLVANIA R.R. CO.
COUNTY WARREN,	STATE ROADS 73 & 380
DIV. OHIO RIVER	FEDERAL ROADS I-71 & 42
DIST. LOUISVILLE	AIRLINES EASTERN
ARMY AREA 1 ST.	
[illegible] MILES S W OF XENIA	

LEASE AGREEMENT

THIS INSTRUMENT OF LEASE, WITNESSETH:

1. That the Department of Natural Resources, Fountain Square, Columbus, Ohio, 43224 herein known as the "Lessor" did enter into a lease agreement with the "Caesar Creek Pioneer Village, Inc." Waynesville, Ohio 45068 hereinafter known as the "Lessee", dated March 16, 1977.. The intention and purpose of this lease is to replace and supercede said lease dated March 16, 1977, due to a new legal description of said lease premises. All covenants and stipulations, as stated in the prior agreement, will remain in effect on the following described premises:

Situate in the State of Ohio, County of Warren, Township of Massie; being a part of the Virginia Military Lands, Survey Number 578 and being more particularly described as follows:

Beginning at a fence corner found to be in the Southwest corner of a 45.00 acre tract of land formerly owned by Charles and Janet Irene Leyes and recorded in Deed Volume 386, Page 385 in the records of Warren County, Ohio, said 45.00 acre tract was acquired by the Real Estate Division of the Department of the Army, Corps of Engineers, and registered as Tract Number 300 of the Caesar Creek Lake Project and recorded in Deed Volume 386, Page 385, in the records of Warren County, Ohio, said fence corner being further located North 41° 34' 04" West, a distance of 842.93 feet from a Corps of Engineers Monument found in the South Boundary line of Caesar Creek State Park, said Corps Monument being located South 64° 53' West 640.61 feet, more or less, North 43° 09' West 481.20 feet, more or less, from the intersection of the centerlines of Clarksville Road (County Road 37) and Oregonia Road (County Road 12); thence North 41° 45' 49" West along a fence line, a distance of 819.50 feet to a point in the ravine line flowing into Caesar Creek Lake, said point witnessed by a 12" Maple 1.33 feet westerly therefrom; thence along the flow line of a ravine and its meanders the following two (2) courses:

1. North 01° 43' 29" West 247.50 feet to a point witnessed by a 36" Basswood located N. 87° 14' 31" E. 62.28 feet therefrom; thence

2. North 13° 50' 10" West 334.74 feet to a point witnessed by a 30" White Oak located North 61° 12' 58" E. 72.57 feet therefrom; thence North 61° 12' 58" East and passing through the aforesaid 30" witness tree at 72.57 feet, a total distance of 365.25 feet to a 10" Red Cedar; thence South 86° 28' 40" East, a distance of 505.92 feet to a 10" dead Cedar found in a fence line; thence North 86° 38' 30" East and passing through a point in another ravine line flowing into Caesar Creek Lake at 155.34 feet, a total distance of 269.22 feet to a fence corner; thence South 74° 29' 08" East and passing through a fence corner at 85.78 feet, a total of 112.57 feet to a point in the centerline of the old Clarksville Road (now vacated); thence along the centerline of old Clarksville Road the following five (5) courses:

1) South 22° 02' 11" West 481.72 feet to a point; thence
2) South 00° 32' 49" East 74.06 feet to a point; thence
3) South 19° 13' 49" East 133.90 feet to a point; thence
4) South 39° 51' 49" East 149.36 feet to a point; thence
5) South 40° 15' 49" East 54.60 feet to a point witnessed by a fence corner located S. 47° 50' 11" W. 1965 feet therefrom; thence South 47° 50' 11" West and passing through the aforesaid witness fence corner at 19.65 feet and thence along a fence line

a total distance of 760.98 feet to the Place of Beginning, containing 25.338 acres, more or less.

The description of the above tract of land is based on a survey performed in March, 1982, by forces from the Ohio Department of Natural Resources, Office of Chief Engineer, Richard G. Briggs, Registered Surveyor No. 5867.

Term:

To have and to hold the same, with the appurtenances, unto said Lessee, for and during the term beginning with the date of execution of this instrument and ending June 30 in the year 2025.

II. Covenants of the Lessee:

1. Purpose of Occupancy shall be for the development, preservation and maintenance of property for historic purposes and the demonstration of primitive farming techniques.

2. On or before the first day of March of each year the Lessee shall present to Lessor a fiscal report on the prior year and the development and management plan for the coming year for their recommendation and approval.

This report shall contain, but not be limited to, the schedule that the area will be open for public use, use fees to be charged by the Lessee and concessionaires. The Lessee may use the income derived from use fees and concessionaires for maintenance, development, protection and operation of the premises; however, any accumulation of capital not used or budgeted to be used within three years shall be turned over to the Lessor.

3. The Lessee is responsible for the protection of the property against fire, vandalism and soil erosion. In accordance with such responsibilities necessary rules and regulations may be enacted and enforced. The Lessee shall secure and maintain insurance on all of the buildings. The Lessee shall obtain liability insurance, from a reputable insurance company, providing minimum protection to the State of Ohio and the Federal Government in limits of $50,000.00 per person for any one claim and an aggregate limit of $150,000.00 for any number of persons or claims arising from any one incident with respect to bodily injury or death resulting therefrom, and $5,000.00 for damages to property suffered or alleged to have suffered by any any person or persons resulting from the operations of this lease agreement.

4. The Lessee shall be bound by the covenants, limitations and responsibilities of the State of Ohio as set forth in the lease granted to the State of Ohio by the Department of the Army on July 1, 1975 identified as Lease No. DACW-27-1-76-43.

5. The area of this lease shall be maintained in a neat, safe and sanitary condition so that it can be properly utilized and enjoyed by the visiting public.

6. Lessee shall indemnify and save the Lessor harmless against all loss, costs, expenses, attorney fees and damages suffered or incurred by the Lessor in the discharge of mechanic's liens, filed or inchoate, in the improvement or maintenance of the premises by the Lessee or in the defense or discharge of claims asserted or perfected against Lessor as to personal injuries or property damages in the occupancy or use of the premises by Lessee, its agents, employees, or invitees.

7. Either party to this lease may cancel the same by giving 12 months notice to the other party of the intention. If either party shall default in the performance of any of its obligations hereinunder, and if such default shall continue and shall not be removed or corrected within ninety (90) days after receipt of written notice to the defaulting party from the non-defaulting party, then this lease may be terminated. This lease is automatically cancelled in the event that the lease between the Department of the Army and the State of Ohio is cancelled.

8. At the termination of this lease the Lessee shall remove all non-fixtures which the Lessee has placed on the leased premises and deliver up the premises in good and proper condition.

9. This lease is not transferable by the Lessee.

10. Properly authorized representative of the U. S. Corps of Engineers and the Department of Natural Resources shall have the right to enter upon the leased area for inspection purposes at any reasonable date and time.

11. Lessee will not use the premises, nor permit the premises to be used for any unlawful purpose, and will conform to and obey all present and future laws, ordinances, rules and regulations of the United States, State of Ohio, County of Green, and subdivisions and agencies thereof, respecting the premises and the occupation and use thereof.

IN WITNESS HEREOF, the Lessor and Lessee have set their hands to duplicates hereof this 17th day of June, 1982.

Signed and Acknowledged in the Presence of:

Lorraine D. Fokear

Sheila A. Hammonds

CAESAR CREEK PIONEER VILLAGE, INC.

By: [signature] President

By: Kathryn W. Butterworth Secretary

STATE OF OHIO)
) ss:-
COUNTY OF Warren)

Personally came before me, this 17th day of June, 1982 the above named Donald Richards and Kathryn W. Butterworth respectively of the above named corporation and by me duly sworn, did severally depose and say that they executed the foregoing instrument for and on behalf of said corporation as such officers, being duly authorized to do so and further did severally depose and say that they are such officers of such corporation.

Sheila A. Hammonds
NOTARY PUBLIC

My Commission Expires [illegible]

APPROVED:

[signature]
DONALD G. OLSON, Chief
Division of Parks and Recreation

[signature]
ROBERT W. TEATER, Director
Ohio Department of Natural Resources

APPROVED:

William J. Brown [signature]
WILLIAM J. BROWN, Attorney General

APPROVED:

[signature]
JAMES A. RHODES, Governor
Authorized Facsimile
(Ohio Rev. Code Sec. 107.15)

This Instrument Prepared By:
Edward D. Hayman, Assistant Attorney General

SUPPLEMENTAL AGREEMENT NO. 7
TO DEPARTMENT OF THE ARMY
LEASE NO. DACW27-1-76-043
CAESAR CREEK LAKE PROJECT, OHIO

This Supplemental Agreement entered into by and between the Secretary of the Army, hereinafter referred to as the Government, and the State of Ohio, Department of Natural Resources, Columbus, Ohio, hereinafter referred to as the Lessee, WITNESSETH THAT:

WHEREAS, a lease bearing No. DACW27-1-76-043 was entered into by and between the Government and the Lessee on 4 November 1975, granting use and occupancy of approximately 9,311.31 acres of land and water areas of Caesar Creek Lake project for public park and recreational, fish and wildlife, and forest management purposes, for a term of fifty (50) years, beginning 1 July 1975 and ending 30 June 2025; and

WHEREAS, the lease was modified by Supplemental Agreement No. 1, dated 11 July 1977, to add 163.62 acres of land to the leased premises; and

WHEREAS, the lease was modified by Supplemental Agreement No. 2, dated 29 August 1979, to bring the lease into conformance with current wildlife management provisions; and

WHEREAS, the lease was modified by Supplemental Agreement No. 3, dated 22 July 1980, to grant the Lessee authority to enter into a third-party agreement with Wright State University for use of one (1) acre of project land; and

WHEREAS, the lease was modified by Supplemental Agreement No. 4, dated 7 June 1982, to delete from the leased premises 4.84 acres of lands and improvements, containing the Moses McKay House, a property listed on the National Register of Historic Places, and to grant authority for the Lessee to enter into a third-party agreement with the "Union of Native Indian Tribes for Education" (UNITE); and

WHEREAS, the lease was modified by Supplemental Agreement No. 5, dated 16 September 1982, to add a 1.46 acre parcel of land designated as Tract No. 334 that was previously encumbered with a life tenancy estate and therefore not included in the original lease agreement; and

WHEREAS, the lease was modified by Supplemental Agreement No. 6, dated 12 August 1986, to add 1.18 acres of road easement.

WHEREAS, the Lessee has requested that the ending date of the lease be extended to 30 June 2038, a thirteen (13) year extension of the basic lease term, to support the proposed marina development.

WHEREAS, it has been determined to be in the best interest of the Government to grant said request.

NOW THEREFORE, effective 01 July 2013, said lease is hereby modified in the following particulars, but in no others:

The lease term is hereby extended for an additional thirteen (13) years, ending 30 June 2038.

THAT ALL OTHER TERMS AND CONDITIONS of the aforesaid Lease as supplemented shall remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of Secretary of the Army this 1st day of August, 2013.

UNITED STATES OF AMERICA

BY: Veronica A. Hiriams

Veronica A. Hiriams
Real Estate Contracting Officer
Louisville District, Corps of Engineers

This Supplemental Agreement No. 7 is executed by the Lessee this 12th day of July, 2013.

STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES

BY: [signature]

ITS: Assistant Director

LEASE NO. DACW27-1-76-043
SUPPLEMENTAL AGREEMENT NO. 7
CAESAR CREEK LAKE PROJECT, OHIO

CERTIFICATE OF AUTHORITY

(To be signed by a corporate official other than the person who signed the outgrant)

I, James N. Turner, certify that I am
(Name of person certifying)

the Deputy Legal Counsel, of
(Title or position of person certifying)

Ohio Dept. of Natural Resources, named as Grantee

herein and that Frederick Shiup,
(Name of Person Signing Outgrant)

who signed this agreement on behalf of the Ohio Dept. of Natural Resources

was then Assistant Director
(Position or title of person signing outgrant)

and that said instrument was duly signed for and on behalf of

the Ohio Dept. of Nat. Resources by authority of its

governing body and is within the scope of its corporate powers.

BY: _____
(Signature of person certifying)

TITLE: Deputy Legal Cosel