

PACKARD-DOUBLER DRAFT LEASE

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THIS LEASE is made and entered into by and between the United States Department of the Interior, acting through the National Park Service (NPS), an agency of the United States of America (Lessor), and (Lessee Name), (Lessee).

WITNESSETH THAT:

WHEREAS, Congress designated Cuyahoga Valley National Park as a unit of the national park system; and

WHEREAS, the Park Area contains property that has been determined suitable for leasing under 36 Code of Federal Regulations Part 18; and

WHEREAS, the Lessor has determined that the use and occupancy of the property that is made available under this Lease is consistent with the Park Area's General Management Plan and the requirements of Part 18 of Title 36 of the Code of Federal Regulations; and

WHEREAS, the Lessee desires to lease the property on the terms and conditions set forth in this Lease;

NOW THEREFORE, in consideration of their mutual promises, the Lessor and Lessee hereby agree as follows:

Section 1. DEFINITIONS

As used in this Lease, the following defined terms are applicable to both singular and plural forms.

- 1.1 Alterations** – means any construction, modifications, rehabilitation, reconstruction, and/or restoration of the Premises other than Initial Improvements.
- 1.2 Applicable Laws** – means all present and future laws, statutes, requirements, ordinances, judgments, regulations, and administrative and judicial determinations (that are applicable by their own terms to the Premises or the Lessee), even if unforeseen or extraordinary, of every governmental or quasi-governmental authority, court or agency claiming jurisdiction over the Premises now or hereafter enacted or in effect (including, but not limited to, Part 18 of the Code of Federal Regulations (CFR) and the Park Area's General Management Plan, environmental laws and those relating to accessibility to, usability by, and discrimination against, disabled individuals), and all covenants, restrictions, and conditions now or hereafter of record which may be applicable to the Lessee or to all or any portion of the Premises, or to the use, occupancy, possession, operation, maintenance, alteration, repair or restoration of any of the Premises, even if compliance therewith necessitates structural changes to the Premises or results in interference with the use or enjoyment of all or any portion of the Premises.
- 1.3 Annual Rent** – means the annual fixed rent to be paid to Lessor by Lessee under Section 5.
- 1.4 Commencement Date** – means the first day of the Lease term as stated in Section 4 of this Lease.
- 1.5 Compliance** means compliance with the National Environmental Policy Act of 1969 (as amended) and Section 106 of the National Historic Preservation Act. These laws require federal agencies to assess the effect of federal activities and decisions on natural and cultural resources.
- 1.6 Consumer Price Index (CPI)** – The United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for ALL Urban Consumers, U.S. City Average. If such index no longer is published, a successor or substitute index designated by the Lessor, published by an agency reflecting changes in consumer prices in the Northeast Ohio area.

- 1.7 Default** – The Lessee's failure to keep and perform any of the covenants, agreements, or conditions of this Lease.
- 1.8 Encumbrance** – The direct or indirect, voluntary or by operation of law, encumbrance, pledge, mortgage, or other hypothecation of the Lessee's interest or rights under this Lease and/or the Premises or Lessee's leasehold estate.
- 1.9 Expiration Date** – means the last day of the Lease Term as stated in Section 4 of this Lease.
- 1.10 Fixtures, Furniture, & Equipment (FF&E)** – All fixtures, furniture, equipment, appliances, machinery, and apparatus attached to and forming a part of the buildings and other structures on the Premises.
- 1.11 Hazardous Materials** – means any material or other substance: (a) that requires investigation or correction under Applicable Laws; (b) that is or becomes defined as a hazardous waste, hazardous substance, pollutant, or contaminant, under Applicable Laws; (c) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated under Applicable Laws; (d) that, without limitation of the foregoing, contains gasoline, diesel fuel or other petroleum hydrocarbons; (e) that, without limitation of the foregoing, contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or (f) without limitation of the foregoing, contains radon gas. The term Hazardous Materials as used in this Lease includes Pre-Existing Hazardous Materials unless otherwise stated in a particular provision of this Lease.
- 1.12 Hazardous Materials Occurrence** – means any use, treatment, keeping, storage, sale, release, disposal, migration, transport, or discharge of any hazardous materials from, on, under, or into the Premises or other Park Area property that occurs during the Lease Term.
- 1.13 Historic Property** – A building or buildings located within the boundaries of the Park Area that are part of a pre-historic or historic district or site included in, or eligible for inclusion on, the National Register of Historic Places. For the purposes of this lease, Historic Property also includes all land associated with the Premises.
- 1.14 Improvements** – refers collectively to any Alterations and Initial Improvements.
- 1.15 Joint Inventory and Condition Report** – A document enumerating and describing the Premises' individual land parcels (including conditions such as wetland, endangered species, access roads, etc.) and individual buildings (including their floor plans, associated FF&E, and other improvements). The Joint Inventory and Condition Report, follows the joint property inspection (Lessor and Lessee), and documents the condition of the property at the commencement of this Lease. The report was prepared by the Lessor and concurred on by the Lessee and is attached as Exhibit A.
- 1.16 Lease Term** – is the term of this Lease as stated in Section 4 of this Lease.
- 1.17 Lease Year** – means a year of the Lease Term. The first Lease Year shall commence on the Commencement Date and shall end on the expiration of the twelfth full calendar month following thereafter. Each subsequent Lease Year shall commence on the next day following the expiration of the preceding Lease Year, and shall end on the expiration of the twelfth full calendar month following thereafter, or on the last day of the Lease Term, whichever occurs first.
- 1.18 Notice of Default** – means an instrument in writing from the Lessor to the Lessee providing notice of that the Lessee is in default of the lease.
- 1.19 Park Area** – means Cuyahoga Valley National Park.

- 1.20 Personal Property** – means all furniture, fixtures, equipment, appliances, and apparatus placed in or on the Premises that are neither permanently attached to or form a part of the Premises.
- 1.21 Premises** – means the property of the Park Area that is described in Section 2 of this Lease.
- 1.22 Rent** - means the money to be paid Lessor by Lessee described in Section 5 of this Lease.
- 1.23 Sublease** – An agreement under which the Lessee grants a person or entity (a Sub-Lessee) the right to use, occupy, or possess the Premises or a portion thereof, also commonly referred to as sublet.
- 1.24 Termination Date** – means the date this Lease may be terminated or cancelled in accordance with its terms prior to the Expiration Date.

Section 2. LEASE OF PREMISES

2.1. Lease of Premises; Reservation of Rights

- (a) The Lessor hereby leases and demises to the Lessee under the authority of 16 U.S.C. § 1a-2(k), and the Lessee hereby leases, upon and subject to the covenants and agreements contained in this Lease, from the Lessor, the Premises described as follows:

Located in the City of Independence, County of Cuyahoga and State of Ohio, and know as being pa part of Original Lot No. 36, Tract No. 3, West of the River, Independence Village, and bounded and described as follows:

Beginning at an iron monument at the intersection of the Southerly line of said Original Lot No. 36, with the centerline of Riverview Road (66 feet wide) said beginning point being also the Northeasterly corner of a parcel of land conveyed to Sam C. and Jean R. Lombardo by deed dated August 28, 1953, and recorded in Volume 7858, Page 268 of Cuyahoga County Records. Thence South 89°28'29" West along the Southerly line of said Original Lot No. 36, 234.95 feet;

Thence North 19°46'31" West, 160.00 feet;

Thence North 89°28'29" East, 234.95 feed to the centerline of said Riverview Road;

Thence South 19°46'31" East, 160.00 feet along said centerline to the place of beginning, containing 0.82 acres of land, be the same more or less.

- (b) Subject to all Applicable Laws, and all liens, encumbrances, restrictions, rights and conditions of law or of record or otherwise; and
- (c) Excepting and reserving to the Lessor the right, at reasonable times and (except in case of emergency) following advance notice to the Lessee, to enter and to permit any governmental agency, public or private utilities and other persons to enter upon the Premises as may be necessary for the purposes of the administration of this Lease and/or the Park Area as determined by the Lessor and to close the Premises when immediate danger to life or property is discovered.
- (d) Excepting and reserving exclusive rights to all oil, gas, hydrocarbons, and other minerals in, under, or on the Premises and ownership of any current or future water rights applicable to the Premises.

2.2 Waiver

The Lessee hereby waives any claims for damages for any injury or inconvenience to or interference with the Lessee's use and occupancy of the Premises, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by the Lessor's exercise of its rights under this Lease or by the Lessor's actions taken for the management and protection of the Park Area's resources and visitors.

2.3 Easements

Nothing contained in this Lease shall give or be deemed to give the Lessee a right to grant any type of easement or right-of-way affecting the Premises.

2.4 Ownership of Improvements – This Lease will vest in the Lessee no property interest in the Premises or in any Lessee improvements. Title to real property and improvements thereon, including Lessee improvements or alterations, shall be and remain the property of the Lessor. No right for compensation of any nature shall exist for such property at the expiration or termination of this Lease.

2.5 Historic Property – The Premises are a Historic Property.

Section 3. ACCEPTANCE OF THE PREMISES

3.1 As Is Condition of the Premises

The Lessee agrees to lease the Premises in their existing "as is" condition and acknowledges that in entering into this Lease, the Lessee does not rely on, and the Lessor does not make, any express or implied representations or warranties as to any matters including, without limitation, any characteristics of the Premises or improvements thereon, the suitability of the Premises for the intended use, the likelihood of deriving trade from or other characteristics of Park Area, the economic or programmatic feasibility of the Lessee's use and occupancy of the Premises, or hazardous materials on or in the vicinity of the Premises.

3.2 Lessee's Due Diligence

Prior to entering into this Lease, the Lessee in the exercise of due diligence has made a thorough, independent examination of the Premises and all matters relevant to the Lessee's decision to enter into this Lease, and the Lessee is thoroughly familiar with all aspects of the Premises and is satisfied that they are in an acceptable condition and meet the Lessee's needs.

3.3 Joint Inventory and Condition Report – The Lessor has prepared a Joint Inventory and Condition Report for the Premises, contained in Exhibit B, which sets forth the condition of the Lessor's FF&E, and improvements as of the commencement date. Through their signature on the report, the Lessee acknowledges and accepts the completeness and accuracy of the Report.

3.4 Lead Based Paint – The Park Area has evaluated buildings on the Premises and determined the presence of lead based paint (LBP).

- a. In accordance with State of Ohio lead testing standards (ORC 3742), children six (6) years and younger who will reside in a building containing LBP must be tested for lead levels, and results of these tests must be provided to the Lessor, prior to occupancy.
- b. Lessee or resident is required to sign a Lead Hazard Warning certifying receipt of information on lead paint hazards, ways to protect against the hazards of lead paint and information on the presence of lead paint in the structure(s). A form of the Lead Hazard Warning appear in Exhibit G.

Section 4. LEASE TERM AND ABANDONMENT

4.1 Lease Term

The Lease Term shall be a period of twenty-five (25) years commencing on XXXX XX, 2009 and expiring on XXXX XX, 2034 or ending on such earlier date as this Lease may be terminated in accordance with its terms.

4.2 Early Termination of Lease –

- a. **Option of Lessor to Terminate** – If this Lease is terminated by the Lessor prior to the expiration of the term provided in Section 4.1, all of the rights of the Lessee under this Lease and in the Premises shall terminate. If the Lease is terminated for default, the Lessee is entitled to no compensation for any losses or injury resulting therefrom. The Lessee hereby acknowledges the sovereign right of the Lessor to cancel this Lease at any time to the extent otherwise provided by law.
- b. **Option of Lessee to Terminate** – The Lessee may terminate this Lease, without penalty, on giving a written notice to the Lessor of the intent to terminate at least 90 days prior to the date of intended termination. This period of notice may be reduced to 30 days should either signatory Lessee experience permanent disability or death. The notice of termination shall contain the date for the intended termination of the Lease. The intended termination date shall operate as if that date were the time originally fixed for the termination of this Lease, and all provisions of this Lease that are to become effective on termination shall become operative or effective on that date.

The giving of notice required in this section shall not release the Lessee from the full and faithful performance of all terms and conditions of this Lease during the continued occupancy of the Premises by the Lessee after such notice and until the Lessee actually vacates and surrenders the Premises, whether on the date of the intended termination or at the conclusion of any period during which the Lessee holds over after the date contained in the notice.

- c. **Refund of Prepaid Rent** – If the Lease is terminated before the end of the term as set out in Section 4.1, the Lessee may be entitled to a proportional refund of any prepaid rent required under Section 5.4.

Section 5. RENT

5.1 Base Rent

The initial residential rent for the property, as published in the Request for Proposals, is \$ 675 per month. (Actual Rent to be negotiated based on the Lessee proposal and the amortization approach preferred / selected by the parties.)

5.2 Net Lease

All Rent shall be absolutely net to Lessor without any abatement, deduction, counterclaim, set-off or offset. Lessee shall pay all costs, expenses and charges of every kind and nature relating to the Premises, including, without limitation, all taxes and assessments.

5.3 Annual Rent

The Lessor will base annual increases or decrease to the Lessee's rent on changes in the CPI. Rent adjustments will be made annually in the original lease-commencement month and will be preceded by a 30-day written notice by the Lessor.

5.4 Rent Payment Schedule

During the lease term, Lessee shall pay to Lessor Annual Rent (as adjusted annually using the CPI) for the Premises in the aggregate amount of \$X,XXX payable in advance in twelve equal monthly installments due the first day of each month. Alternatively, the Lessee may prepay the CPI-Adjusted Annual Rent at the beginning of the Lease Year.

5.5 Payment Submission and Late Penalties

Checks or money orders (no cash payments) must be payable to the National Park Service and mailed to: Cuyahoga Valley National Park, 15610 Vaughn Road, Brecksville, OH 44141-3097. The options and/or required methods of payment may be amended over the term of this Lease based on changes in technology and/or NPS policies governing such payments (ie. electronic funds transfer). Unless other arrangements are made, failure to make monthly, residential rent payments within 30 days of their due date will result in a \$ 100/month late charge for every month not paid beyond the 30 days. This late payment charge will be in addition to interest and penalties

5.6 Rent Reconsideration

- a. In order to maintain the Rent under this Lease in an amount and structure consistent with "fair market value rent," the Rent required by this Lease shall be subject to a reconsideration at the request of the Lessor or the Lessee at 10th year intervals (based on lease year; 10 & 20). The rent reconsideration will also be available in the event of extraordinary or unanticipated changes that could impact market value of the property.
- b. To request a Rent reconsideration, the Lessor or Lessee must notify the other party in writing of its request. Such request shall provide the recommended adjustment and the basis for the change (appraisal or equivalent). Upon receipt of such notice, the Lessor and Lessee must negotiate in good faith a Rent adjustment; a 60-day period shall be established for the parties to negotiate a mutually-agreed upon rent adjustment. If, after the end of the 60-day negotiation period, the parties are unable to agree to a rent adjustment, then the parties can agree to maintain the current rent or extend the negotiation period.

Section 6. USES OF PREMISES

6.1 Authorized Uses

The Lessee may utilize the Premises for the following purposes: residential and non-commercial uses.

6.2 Changes to Authorized Uses

The Lessee may amend or change approved uses subject to the Lessee obtaining prior written approval of the Lessor. No change of the uses of the Premises shall be approved unless the Lessor, among other matters, determines the proposed use to be consistent with 36 CFR Part 18, the Park Area's General Management Plan, all other Applicable Laws, and that the proposed change will not have an adverse impact on the Lessor's ability to manage and protect the Park Area's resources and visitors. In its sole discretion, the Lessor may require an adjustment in the Annual Rent as a consequence of a change in authorized uses.

6.3 Applicable Laws

The Lessee shall comply with all Applicable Laws in its use and occupancy of the Premises.

6.4 Prohibited Uses

Smoking of all kinds is prohibited within the structures located on the Premises.

6.5 Repairs and/or Rehabilitation of Premises

The rehabilitation and maintenance of the Premises shall be at the expense of the Lessee and subject to the approval of the Lessor. The Lessee shall rehabilitate and maintain the Premises in accordance with the terms and conditions of this lease, The Secretary of the Interior's Standards for Rehabilitation (Exhibit

E), and the Historic Structure Treatment Requirements (Exhibit F), attached hereto and made a part hereof. All proposed work, plans, and specifications must be submitted to the Lessor for written approval prior to the commencement of any repair, rehabilitation, or other work on the Premises. Adequate time must be allowed by the Lessee for the review of all items which require the approval of the Lessor.

Upon receiving the Lessor's written approval, the Lessee shall complete work listed in the Schedule of Work included within Exhibit C. All approved improvements shall be substantially complete within three (3) years of the commencement date of this lease, except as noted in Exhibit C. Failure of the Lessee to perform such work within the established schedule shall be grounds for termination of this agreement.

The Lessee shall promptly pay any contractors, subcontractors, and other vendors who or which may supply labor, work, or materials to the Lessee for rehabilitation of the Premises so as to minimize the possibility of a lien being attached to the Premises. Should any such lien be made or filed, or notice of lien be filed, the Lessee shall bond or discharge the same within fifteen (15) days thereafter.

6.6 Protection of Cultural and Archeological Resources.

The Lessee shall ensure that any protected sites and archeological resources within the Park Area are not disturbed or damaged by the Lessee except in accordance with Applicable Laws and only with the prior written approval of the Lessor. Discoveries of any archeological resources by the Lessee shall be promptly reported to the Lessor. The Lessee shall cease work or other disturbance, which may impact any protected site or archeological resource until the Lessor may grant approval to continue upon such terms and conditions as the Lessor deems necessary to protect the site or resource.

6.7 Site and Ground Disturbance – The Lessee may not alter the landscape of the Premises in any way that does not correspond to the uses set forth in this Lease. The Lessee must submit a written request for site and/or ground changes, and may not proceed to make such changes until the Lessor approves the request in writing. The Lessor shall respond to written requests in a timely manner and will not unreasonably withhold approval of such proposed changes.

Topography – The Lessee will maintain the general topography of the landscape in its present condition and will undertake no excavation or topographic changes until the Lessor expressly has approved the same in writing.

Ground Disturbance – In order to protect potential archeological resources the Lessee may not disturb the ground below three inches without the prior written approval of the Lessor.

Dumping and Material Storage – The Lessee may not dispose or dump ashes, trash, or other materials. The Lessee may not place or store unsightly foreign material upon the Premises. This prohibition shall not be construed as prohibiting the temporary, short-term storage of construction supplies.

Tree and Vegetation Removal – The Lessee may not remove trees larger than 6" dbh or 30' tall nor remove other landscape features such as shrubs or bushes without the express written approval of the Lessor. Due to the potential impact to endangered Indiana Bats, permission will not be granted for the cutting of trees or tree limbs between April 1 and September 30. For circumstances where there is an immediate threat to safety or property, a waiver to this policy may be requested, on a case-by-case basis.

Fire Prevention and Suppression – The Lessee may not burn brush, construction debris or similar materials within the Premises. The Lessee must take all reasonable precautions to prevent forest, brush, grass, and structural fires and assist the Lessor in extinguishing any fires on the Premises.

6.8 Signs

The Lessee may not post signs on the Premises of any nature without the Lessor's prior written approval. Any approval of a sign that may be given by the Lessor shall specify the type, size, and other appropriate

conditions concerning its display. The Lessor may post signs on the Premises as appropriate for the administration of the Park Area.

6.9 Permits and Approvals

The Lessee shall be solely responsible for obtaining, at its expense, any permit or other governmental action necessary to permit its activities under this Lease.

Section 7. RECORDS AND AUDITS

The Lessee shall provide the Lessor and its agents and affiliates, including without limitation, the Comptroller General of the United States, access to all books and records relating to the Premises and the Lessee's use of the Premises under this Lease for the purpose of conducting audits to verify the Lessee's compliance with the terms and conditions of this Lease for any of the five (5) preceding Lease Years. The Lessee shall keep and make available to the Lessor these books and records at a location in the Premises or within the locale of the Park Area.

Section 8. MAINTENANCE AND REPAIR

8.1 Lessee's Responsibilities

The Lessee shall be solely responsible for the repair and maintenance of the Premises during the Lease Term. The Lessee shall repair and maintain the Premises in accordance with the terms and conditions of this lease, The Secretary of the Interior's Standards for Rehabilitation (Exhibit E), and the Historic Structure Treatment Requirements (Exhibit F), attached hereto and made a part hereof. This responsibility includes, without limitation:

- (a) the performance of all repairs, maintenance, replacement, upgrading, capital improvements, (whether structural or non-structural, foreseen or unforeseen, ordinary or extraordinary) necessary to maintain the Premises and the improvements thereon in good order, condition, and repair in a manner consistent with the operation of comparable facilities in the locale of the Park Area and in compliance with all Applicable Laws;
- (b) the replacement, as they become worn out or obsolete, of all FF&E;
- (c) housekeeping and routine and periodic work scheduled to mitigate wear and deterioration without altering the appearance of the Premises;
- (d) the repair or replacement in-kind of broken or worn out elements, parts or surfaces so as to keep the existing appearance of the Premises;
- (e) scheduled inspections of all building systems on the Premises;
- (f) maintaining the grounds of the Premises in good condition, including, without limitation, regular grass mowing, managed lawn and ornamental plantings, and avoidance or removal of unsightly storage or parking of materials, equipment, or vehicles; and
- (g) paying to the proper authority, when and as the same become due and payable, all taxes and assessments imposed by federal, state, or local agencies applicable to the Premises or the Lessee's activities on the Premises.

8.2 Project submittals and approvals – Lessee must submit all project submittals to the Lessor including as much detail as required by Lessor. Lessor will review all projects to ensure that compliance requirements (NEPA and Section 106) are met. Thus, the Lessee shall plan accordingly and allow for a review period of no less than 30 days acknowledging that dependent on the scope and scale of the project that additional review time may be required. The Lessor will notify the Lessee in writing of the outcome of the review. The Lessee may not proceed with a project until written approval is received.

Section 9. UTILITIES

The Lessee at its sole expense shall make all arrangements with appropriate utility providers for all utilities furnished to the Premises, including, without limitation, gas, electricity, other power, water, cable, telephone and other communication services, sewage, and waste removal.

Section 10. HAZARDOUS MATERIALS

The following provisions apply to Hazardous Materials associated with the Premises:

- (a) No Hazardous Materials shall be used, treated, kept, stored, sold, released, discharged or disposed of from, on, about, under or into the Premises except in compliance with all Applicable Laws and as approved by the Lessor in writing.
- (c) If any Hazardous Materials Occurrence caused by Lessee results in any contamination of the Premises, other Park Area property or neighboring property, the Lessee shall promptly take all actions at its sole expense as are required to comply with Applicable Laws and to allow the Premises or such other property to be used free of any use restriction imposed under Applicable Laws as a result of the Hazardous Materials Occurrence. Except in cases of emergency, the Lessor's written approval of such actions shall first be obtained.
- (d) Lessee at its expense shall be responsible for the abatement of Hazardous Materials in accordance with Applicable Laws in, on, or under the Premises as of the Commencement Date and thereafter.
- (e) If the Lessee discovers any unapproved Hazardous Materials in or on the Premises or becomes aware of a Hazardous Materials Occurrence related to the Premises, the Lessee shall immediately notify the Lessor.

Section 11. INSURANCE AND INDEMNIFICATION

11.1 Insurance During the Lease Term

At all times during the Lease Term and at the Lessee's sole expense, it shall obtain and keep in force for the benefit of the Lessee and Lessor the insurance coverages set forth in Exhibit D to this Lease under the terms and conditions of Exhibit B.

11.2 Insurance Requirements Modification

If the Lessor at any time, but not more than annually, believes that the limits or extent of coverage, conditions, deductibles or self insurance retention, with respect to any of the insurance required by this Lease are insufficient for a prudent owner of property of the nature of the Premises, the Lessor may determine the proper and reasonable limits and extent of coverage, deductibles, conditions, and self insurance retention limits for such insurance and such insurance shall thereafter be carried by the Lessee until changed pursuant to the provisions of this section.

11.3 Disposition of Insurance Proceeds

Until used to repair, rebuild, or otherwise replace the damaged Premises, insurance proceeds received by or payable with respect to damage or destruction of the Premises (except proceeds of insurance covering loss or damage of the Lessee's Personal Property), less actual expenses incurred in connection with their collection, shall be held by the Lessee in an interest bearing account, with all interest accrued thereon deemed proceeds of insurance for purposes of this Lease.

11.4 Inadequate Insurance Coverage

The Lessee's responsibilities under this Lease for the repair or replacement of the Premises assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers. No approval by the Lessor of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the Lessor of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.

11.5 Indemnity

The Lessee shall indemnify, defend, save and hold the United States of America, its employees, successors, agents and assigns, harmless from and against, and reimburse the United States of America for any and all claims, demands, damages, injuries, losses, penalties, fines, costs, liabilities, causes of action, judgments, and expenses, including without limitation expenses incurred in connection with or arising in any way out of this Lease, the use, occupancy or manner of use or occupancy of the Premises by the Lessee or any other person or entity, the design, construction, maintenance, or condition of any improvements on the Premises, the condition of the Premises, and/or any accident or occurrence on the Premises from any cause whatsoever; provided, however, that the Lessee shall not be liable to the extent that the damages, expenses, claims or suits result from the willful misconduct or negligence of the United States of America, or its employees, contractors, or agents; provided, further, that the United States of America shall be liable only to the extent such claims are covered by the Federal Tort Claims Act (28 USC 2671 et seq.). The provisions of this section shall survive the Expiration Date or Termination Date of this Lease.

Section 12. DAMAGE OR DESTRUCTION

12.1 Damage or Destruction; Duty to Restore

If the Premises or any portion thereof are damaged or destroyed at any time during the Lease Term, one of the following will occur:

- (a) the Lessee shall as promptly as reasonably practicable and with all due diligence repair or replace the damaged or destroyed Premises to the condition that existed prior to the damage or destruction; or
- (b) in the event the Lessee is unable or unwilling to repair or replace the damaged or destroyed Premises, or if the extent of damage to historic fabric is deemed by the Lessor to be significant, the Lessor may terminate this lease without liability.

12.2 No Termination; No Effect on Rental Obligation

No loss or damage by fire or other cause resulting in either partial or total destruction of the Premises, the improvements thereon, or any other property on the Premises shall operate to terminate this Lease except as provided in Section 12.1 of this Lease. No such loss or damage shall relieve or discharge the Lessee from its obligation to pay the Rent required by this Lease and in no event shall the Lessee be entitled to any prorated return or refund of Rent paid hereunder. Unless this Lease is terminated under Section 12.1, no such loss or damage shall relieve or discharge the Lessee from the payment of taxes, assessments, or other charges as they become due and payable, or from performance of other terms and conditions of this Lease.

13. LIENS

13.1 No Power in Lessee to Create

The Lessee shall have no power to take any action that may create or be the foundation for any lien, mortgage or other encumbrance upon the reversion, fee interest or other estate of the Lessor or of any interest of the Lessor in the Premises, except as otherwise may be expressly approved by the Lessor in writing in accordance with the terms of this Lease.

13.2 Discharge of Liens by Lessee

The Lessee shall not suffer or permit any liens known to the Lessee to stand against the Premises for any reason. If a lien is filed against the Premises, the Lessee shall cause it to be discharged of record within sixty calendar (60) days after notice to the Lessee of filing the lien. If the Lessee fails to discharge or contest the lien within this period and the failure shall continue for a period of fifteen calendar (15) days after notice by the Lessor, then, in addition to any other right or remedy of the Lessor, the Lessor may, but shall not be required, to procure the discharge of the lien either by paying the amount claimed to be due, by deposit in court, or by bonding. All amounts paid or deposited by the Lessor for any of these purposes, and all other expenses of the Lessor and all necessary disbursements in connection with them, shall become due and payable forthwith by the Lessee to the Lessor upon written demand therefore as additional Rent.

13.3 No Consent or Waiver by Lessor

Nothing in this Lease shall be deemed to be or be construed in any way as constituting the consent or request of the Lessor, expressed or implied, by inference or otherwise, to any person, firm or corporation, for performance of any labor or the furnishing of any materials in connection with the Premises.

Section 14. ASSIGNMENTS AND ENCUMBRANCES

14.1 Assignments

The Lessee may not assign this Lease, in whole or in part, or any real property on the Premises, nor Sublease the Premises to a Sublessee or any part thereof or any property thereon, nor grant any interest, privilege or license whatsoever in connection with this Lease, without the express prior written permission of the Lessor. Approval of any assignment is in the discretion of the Lessor and in no event shall the Lessor grant an approval unless it is able to determine that the proposed assignee or Sublessee is financially and managerially capable of carrying out the terms of this Lease. The Lessor has an unconditional right to assign this Lease or any or all of its rights and obligations under it at any time.

14.2 Encumbrances

The Lessee may not place an encumbrance on the Premises with the prior written permission of the Lessor. Approval of any encumbrance is in the discretion of the Lessor and in no event shall an encumbrance be approved unless the Lessor is able to determine that it only grants its holder, in the event of a foreclosure, to assume the responsibilities of the Lessee under this Lease or to select a qualified new lessee subject to the written approval of the Lessor, and that it does not grant its holder any rights to alter or amend in any manner the terms and conditions of this Lease.

Section 15. DEFAULTS AND LESSOR'S REMEDIES

15.1 Termination for Default

The Lessor may terminate this Lease for default if the Lessee fails to keep and perform any of the terms and conditions of the Lease, provided that the Lessor shall first give the Lessee written notice of at least fifteen (15) calendar days in the case of monetary defaults and thirty (30) calendar days in the case of non-monetary defaults of the Lessor's intention to terminate if the default is not cured within the applicable time period. If it is not feasible for the Lessee to cure a non-monetary default within 30 days of written notice, the Lessee must submit a plan to the Lessor to cure said default within a reasonable time period, which approval by the Lessor shall not be unreasonably withheld. If the Lessor terminates this Lease, all of the rights of the Lessee under this Lease and in the Premises shall terminate. The Lessee hereby acknowledges the sovereign right of the Lessor to cancel this Lease at any time to the extent otherwise provided by law.

15.2 Bankruptcy

The Lessor may terminate this Lease, in its discretion, in the event of a filing or execution of; (a) a petition in bankruptcy by or against the Lessee which is not dismissed within ninety calendar (90) days of its filing;

(b) a petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor; (c) an assignment for the benefit of creditors; (d) a petition or other proceeding against the Lessee for the appointment of a trustee, receiver or liquidator; or (e) the taking by any person of the leasehold created by this Lease or any part thereof upon execution, attachment or other process of law.

15.3 No Waiver

No failure by the Lessor to insist upon the strict performance of any of the terms and conditions of this Lease or to exercise any right or remedy upon a default, and no acceptance by the Lessor of full or partial rent during the continuance of any default shall constitute a waiver of any default or of such terms and conditions. No terms and conditions of this Lease may be waived or modified except by a written instrument executed by the Lessor. No waiver of any default shall affect or alter this Lease, but each and every term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default.

15.4 Lessor's Right to Cure Defaults

If a default occurs under the terms of this Lease and the Lessee fails to correct the default within the applicable grace period, the Lessor may choose to correct the default (entering upon the Premises for such purposes if necessary), and the Lessor shall not be liable or in any way responsible for any loss, disturbance, inconvenience, or damage resulting to the Lessee as a result, and the Lessee shall pay to the Lessor upon demand the entire expense of the correction as additional Rent, including, without limitation, compensation to the agents, consultants and contractors of the Lessor and related expenses. The Lessor may act upon shorter notice or no notice at all if necessary in the Lessor's judgment to meet an emergency situation or governmental time limitation or to protect the Lessor's interest in the Premises.

Section 16. SURRENDER AND HOLDING OVER

16.1 Surrender of the Premises

- (a) On or before the Expiration Date or Termination Date of this Lease, the Lessee shall surrender and vacate the Premises, remove Lessee's Personal Property, and return the Premises, the FF&E, to as good an order and condition as that existing upon the Commencement Date, or, if applicable, as that existing upon completion of any Improvements by the Lessee.
- (b) For these purposes, the Lessor and Lessee shall prepare an Inventory and Condition Report of the Premises to constitute the basis for settlement by the Lessee to the Lessor for Lessor's FF&E, or elements of the Premises shown to be lost, damaged or destroyed. Any such FF&E, or other elements of the Premises shall be either replaced or returned to the condition required under this Section by the Lessee, ordinary wear and tear excepted, or, at the election of the Lessor, reimbursement made therefore by the Lessee at its then current market value.

16.2 Holding Over

This Lease shall end upon the Expiration Date or Termination Date and any holding over by the Lessee or the acceptance by the Lessor of any form of payment of rent or other charges after such date shall not constitute a renewal of this Lease or give the Lessee any rights under this Lease or in or to the Premises.

Section 17. NOTICES

Any notice, consent or other communication required or permitted under this Lease shall be in writing and shall be delivered by hand, sent by courier including delivery services such as Federal Express, sent by prepaid registered or certified mail with return receipt requested, addressed as set forth below (or to such other or further addresses as the parties may designate by notice given in accordance with this Section), and shall be deemed to have been given on the earliest of:

- a. Receipt;
- b. One business day after delivery to a courier for overnight expedited delivery service; or
- c. Five business days after the date deposited in the United States mail, registered or certified, with postage prepaid and return receipt requested (provided that such return receipt must indicate receipt at the address specified).

If to the Lessor:

Superintendent
 Cuyahoga Valley National Park
 15610 Vaughn Road
 Brecksville, Ohio 44141-3097

If to the Lessee:

Lessee
 Address

Section 18. GENERAL PROVISIONS

The following general provisions apply to this Lease:

- (a) The Lessor is not for any purpose a partner or joint venture participant of the Lessee in the development or operation of the Premises or in any business conducted on the Premises. The Lessor under no circumstances shall be responsible or obligated for any losses or liabilities of the Lessee. The Lessee shall not publicize, or otherwise circulate, promotional or other material of any nature that states or implies endorsement of the Lessee or its services or products by the Lessor or any other governmental agency.
- (b) This Lease does not, nor shall it be deemed nor construed to, confer upon any person or entity, other than the parties hereto, any right or interest, including, without limiting the generality of the foregoing, any third party beneficiary status or any right to enforce any provision of this Lease.
- (c) This Lease provides no right of renewal or extension to the Lessee. No rights shall be acquired by virtue of this Lease entitling the Lessee to claim benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.
- (d) 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. For breach or violation of this warranty, the Lessor shall have the right to terminate this Lease for Default.
- (e) In case any one or more of the provisions of this Lease shall for any reason be held to be invalid, such invalidity shall not affect any other provision of this Lease, and this Lease shall be construed as if the invalid provisions had not been contained in this Lease.
- (f) All Exhibits that may be referenced in this Lease are hereby attached to and incorporated in this Lease.
- (g) Time is of the essence to this Lease and all of its terms and conditions.
- (h) The laws of the United States shall govern the validity, construction and effect of this Lease.
- (i) This Lease constitutes the entire agreement between the Lessor and Lessee with respect to its subject matter and supersedes all prior offers, negotiations, oral and written. This Lease may not be amended or modified in any respect except by an instrument in writing signed by the Lessor and Lessee.

- (j) The voluntary surrender of this Lease by the Lessee to the Lessor, or a mutual cancellation, or the termination by the Lessor pursuant to any provision of this Lease, shall not work a merger, but, at the option of the Lessor, shall either terminate any or all existing subleases hereunder or operate as an assignment to the Lessor of any or all of subleases.
- (k) If more than one Lessee is named in this Lease, each Lessee shall be jointly and severally liable for performance of the obligations of this Lease.
- (l) Any and all remedies available to Lessor for the enforcement of the provisions of this Lease are cumulative and are not exclusive, and Lessor shall be entitled to pursue either the rights enumerated in this Lease or remedies authorized by law, or both. Lessee shall be liable for any costs or expenses incurred by Lessor in enforcing any term of this Lease, or in pursuing legal action for the enforcement of Lessor's rights, including, but not limited to, court costs and attorneys fees.
- (m) Nothing contained in this Lease shall be construed as binding the Lessor to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year or administratively allocated for the subject matter of this Lease, or to involve the Lessor in any contract or other obligation for the future expenditure of money in excess of such appropriations.

IN WITNESS WHEREOF, the Regional Director, Midwest Region, National Park Service, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary of the Interior, as Lessor; and the Lessee have executed this Lease by proper persons duly authorized as of the dates shown below.

LESSEE

By _____ Date: _____, 2009

Lessee Name

LESSOR

THE UNITED STATES DEPARTMENT OF THE INTERIOR,
National Park Service

By _____ Date: _____, 2009

John P. Debo, Jr.
Superintendent
Cuyahoga Valley National Park

By _____ Date: _____, 2009

Ernest Quintana
Regional Director
Midwest Region

EXHIBIT A: Site Plan

EXHIBIT B: Joint Inventory and Condition Report

EXHIBIT C: Lessee's Program Proposal including Schedule of Work

EXHIBIT D: Insurance Requirements

During the term of this Lease, the Lessee shall maintain the following insurance coverage (where applicable as determined by the Lessor) under the following general terms and conditions and under such specific terms and conditions as the Lessor may further require with respect to each particular insurance policy.

1. In general

- (a) Property Insurance - An all risk or special form, including fire, vandalism and malicious mischief insurance. The amount of such insurance shall be the full insurable value of the Premises. All such policies shall specify that proceeds shall be payable whether or not any damaged or destroyed improvements are actually rebuilt.
- (c) General Liability - Comprehensive Liability and/or Commercial General Liability through one or more primary and umbrella liability policies against claims for bodily injury and property damage occurring on the Premises, the improvements thereon, or the streets, curbs or sidewalks adjoining the Premises, with such limits as may be required by the Lessor, but in any event not less than one million dollars (\$ 1,000,000) per incident and ten million dollars (\$10,000,000) aggregate for the Premises. Such insurance shall insure the performance by the Lessee of its indemnity obligations under this Lease.
- (d) Other - All other insurance that the Lessee should maintain to adequately protect the Premises, Lessor, and Lessee.

2. Conditions of Insurance

- (a) The policy or policies required under this section shall provide that in the event of loss, the proceeds of the policy or policies shall be payable to the Lessee to be used solely for the repair or replacement of the property damaged or destroyed, as approved and directed by the Lessor, with any balance of the proceeds not required for repair or replacement; provided, however, that the insurer, after payment of any proceeds to the Lessee, will have no obligation or liability with respect to the use or disposition of the proceeds by the Lessee.
- (b) All property and liability insurance policies shall name the Park Area as an additional insured.
- (c) All of the insurance required by this section and all renewals shall be issued by one or more companies of recognized responsibility licensed to do business in the state in which the Park Area is located with a financial rating of at least a Class B+ (or equivalent) status, as rated in the most recent edition of Best's Insurance Reports (or equivalent) or as otherwise acceptable to the Lessor.
- (d) All insurance policies shall provide that such policies shall not be cancelled, terminated or altered without thirty (30) days prior written notice to the Lessor. The Lessee must provide to the Lessor a copy of each policy and a certificate of the policy executed by a properly qualified representative of the insurance company evidencing that the required insurance coverage is in full force and effect on or before the Commencement Date, and annually thereafter. The Lessee shall maintain all policies provided throughout the Lease Term and the Lessee shall renew such policies before the expiration of the term of the policy.
- (e) If the Lessor at any time, but not more than annually, believes that the limits or extent of coverage, deductibles or self insurance retention, with respect to any of the insurance required by this section are insufficient for a prudent owner of property of the nature of the Premises, the Lessor may determine the proper and reasonable limits and extent of coverage, deductibles and self insurance retention limits for such insurance and such insurance shall thereafter be carried by the Lessee until changed pursuant to the provisions of this section.

- (f) The Lessee assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers. No approval by the Lessor of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the Lessor of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.
- (g) The Lessee and Lessee's Agents shall not do anything, or permit anything to be done, in or about the Premises or on adjacent or nearby property that would invalidate or be in conflict with the provisions of any fire or other insurance policies covering the Premises or result in a refusal by insurance companies of good standing to insure the Premises in the amounts required under this section.

EXHIBIT E: Secretary of the Interior's Standards for Historic Preservation

The Secretary of the Interior's Standards for Rehabilitation are ten basic principles created to help preserve the distinctive character of a historic building and its site, while allowing for reasonable change to meet new needs.

The Standards (**36 CFR Part 67**) apply to historic buildings of all periods, styles, types, materials, and sizes. They apply to both the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent, or related new construction.

Rehabilitation projects must meet the following Standards, as interpreted by the National Park Service, to qualify as "certified rehabilitations" eligible for the 20% rehabilitation tax credit.

The Standards are applied to projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

EXHIBIT F: Historic Structure Treatment Requirements

REHABILITATION

1. Every reasonable effort shall be made to provide an adaptive and compatible use for a historic structure that requires minimal alteration of the structure and its environment, or to use a historic structure for its historically intended purpose(s).
2. The use of the structure shall be regulated to minimize both immediate and long range damage to the structure, its environment, and its historic contents.
3. The distinguishing qualities or character of the structure and its environment shall not be destroyed. The removal or alteration of any material or distinctive architectural features should be avoided when possible.
4. All structures shall be recognized as products of their own time. Alterations that have no historical basis and seek to create an earlier appearance are prohibited.
5. Changes which have taken place in the course of time are evidence of the history and development of the structure and its environment. These changes may have acquired significance in their own right, and this significance should be recognized and respected.
6. Distinctive architectural features or examples of skilled craftsmanship which characterize a structure shall be treated with sensitivity and preserved.
7. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features shall be based on accurate duplications of features substantiated by archeological, historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other structures.
8. All material incorporated in the work shall be new and in unopened manufacturer's packaging, unless otherwise approved by the NPS.
9. New or replacement fabric shall be identified or permanently marked in an unobtrusive manner to distinguish it from original fabric.
10. The surface cleaning of structures shall be undertaken with the gentlest means possible. Cleaning methods that will damage the structure materials or accelerate deterioration are prohibited.
11. All treatment work that may affect surface or subsurface archeological resources must receive written approval by the Superintendent before such work is carried out. Such treatment may be evaluated by a NPS archeologist and historical architect as a NPS expense.
12. The rehabilitation work must bring the structure into conformance with zoning and the codes of the appropriate local government including: Ohio Basic Building Code, State of Ohio Plumbing Code, and National Electric Code. The Uniform Building Code and Life Safety Code (NPDA 101) shall be used if more stringent than local codes.

13. The rehabilitation must bring the structure into conformance with the Americans with Disabilities Act of July 26, 1991. Accessibility standards apply unless it is determined that strict compliance will impair significant historic or architectural values, and a waiver is obtained.
14. The interior of the structure shall be maintained at a minimum air temperature of 40°F.

PRESERVATION MAINTENANCE

1. Inspection and preservation maintenance of the property shall be carried out in accordance with a Historic Structure Preservation Guide provided by the lessee and approved by the NPS. All maintenance work on the historic structure shall be done by qualified technicians in accordance with this guide. An annual report of the property shall be prepared and submitted to the Superintendent of Cuyahoga Valley NP.
2. All maintenance work must retain the maximum feasible amount of original fabric. When fabric has deteriorated beyond repair, replacement work must match replaced fabric and must be identified or permanently marked in an unobtrusive manner to distinguish it from the original fabric.
3. The lessee will be responsible for maintaining access roads, lawns and garden areas, and parking areas.
4. For purposes of this document, the maintenance to be performed by the lessee is divided into the following two categories:

Cyclical Maintenance Items:

- maintenance and repair of entire building exterior, including roofs, porches, steps, etc. in a manner approved by NPS.
- application of a high quality exterior paint or stain in accordance with schedule approved by NPS.
- maintenance, repair, and painting of building interior.
- maintenance and repair of the building mechanical, electrical, and plumbing systems.
- compliance with all applicable health and safety codes.
- maintenance of the potable water supply and waste water treatment system.

Routine Maintenance Items:

- ensuring that the building and its grounds are maintained in a clean, orderly manner, free of litter.
 - maintaining all utility systems, within the building and its grounds.
 - maintaining all yards, lawns, grounds, and plantings associated with the leased property.
 - maintaining all driveways and pathways, including snow and ice removal.
 - assuring that any tree and shrubs are not damaged or removed without permission from NPS.
5. Lessee's annual program for cyclical maintenance shall be reviewed by and approved by the NPS.

CONSTRUCTION WORK

1. The architect who prepares the plans and specifications for construction work on the structure must be a registered architect. These plans and specifications shall be approved by the NPS before any work is undertaken. In addition, the NPS shall approve all plans and specifications for site improvements and landscape treatment including: paving, planting plans, runoff plans and calculations, traffic patterns, etc. The lessee will be responsible for providing the NPS with

reproducible copies of all drawings, specifications and historical data prepared by or for the lessee.

2. It will be the responsibility of the lessee to accomplish the specified work, and to have this work supervised by their architect. All construction work and preservation maintenance treatment will be inspected by the NPS for conformance to the proposal and lease terms. The NPS has the authority to stop the lessee's construction work or preservation maintenance when, in the NPS's opinion, resources are endangered.
3. If major construction treatment is proposed, it must be based on a Historic Structure Report prepared for the lessee by an architect approved by the NPS. The Historic Structure Report shall follow the instructions contained in the NPS "Guidelines for Cultural Resources Management," and shall be reviewed and approved by the NPS prior to implementation. This report will be prepared at the cost of the lessee.
4. All rehabilitation, construction treatment and maintenance work, including repairs, shall be done by qualified technicians.
5. During the term of the lease, every precaution is to be taken to prevent damage to the structure and surrounding area. Should damage occur, it is to be repaired or replaced to match as closely as possible the existing condition at no expense to the Government and to the satisfaction of the NPS.
6. During construction work, the leased area shall be maintained free from accumulations of waste materials and rubbish. Daily, during progress of work, all areas shall be cleaned and waste materials, debris and rubbish disposed of in on-site containers provided by the lessee. All waste materials, debris and rubbish are to be removed from the site by the lessee.
7. No building, or other structure or improvements, shall be erected, constructed, altered, extended, improved, or removed without prior written approval of the NPS.

SERVICES

1. The NPS is not responsible for water, sewage, electricity, gas, and telephone service to the property. The NPS assumes no responsibility to provide the lessee with these services.
2. The numbers of cars to be parked and their location are subject to negotiation with the NPS.

Exhibit G: Lead Hazard Warning

Housing assignment and residential lease agreements for structures built prior to 1978 must contain the following information. The Lessor (National Park Service) and the Lessee will document, by signature, receipt of this information (to include informational pamphlet and other, if available, lead-based records).

Property/Lease Information

Tract number[s]		Property Name	
Building number[s]		Address	
Lease number			

Lessee Certification of Receipt

This is to certify that the following information has been provided to and received by the Lessee. **Lessee: lease initial beside each item.**

- Informational pamphlet "Protect your family from lead in your home."
- Copy of EPA / HUD fact sheet #7074
- Warning:
 "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessor must disclose the presence of lead-based paint and/or lead-based hazards in the dwelling. Lessees must also receive a federally-approved pamphlet on lead poisoning prevention."
- Available records or reports concerning lead-based paint and /or lead-based paint hazards for the structure(s).

Lessee		
Name Printed	Signature	Date

National Park Service			
John P. Debo, Jr.	Superintendent	Signature	Date