

MASTER LAND USE PLAN
LOYALHANNA RESERVOIR
WESTMORELAND COUNTY, PA.

CORPS OF ENGINEERS, U. S. ARMY
PITTSBURGH DISTRICT
PITTSBURGH, PA.

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FOR
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JANUARY 1950

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SYNOPSIS

The Loyalhanna Reservoir, located in Western Pennsylvania, about 36 miles east of Pittsburgh, is unsuited, mainly because of highly acid water, to give the important recreational service that so well located an area might otherwise give. Agricultural land use is relatively important at this reservoir, which has 1,1 $\frac{1}{4}$ acres under agricultural lease, the largest area of land so used at any of the Pittsburgh District reservoirs. There are considerable areas best adapted to wild life habitat. Conservation and propagation of wild life, particularly in the interest of improved hunting conditions, is in prospect through a possible game management program now under consideration by the Commonwealth of Pennsylvania. Recreation is relatively unimportant as a land use, because of the lack of clear, unpolluted water for swimming and fishing; but picnicking, boating, hunting, nature study, and hiking are now attracting limited local use of the area, and with some improvement of facilities an increase in the recreational use and enjoyment of the area is expected.

MASTER LAND USE PLAN

LOYALHANNA RESERVOIR

WESTMORELAND COUNTY, PENNSYLVANIA

I. INTRODUCTION

1. The following plan of improvement is submitted as a long-range guide for the development of the public-use possibilities of Loyalhanna Reservoir. It proposes agriculture and game management as major features of a land use program, with limited provision for picnicking, boating and organized camping. The facilities proposed under the plan would be needed for development of the full possibilities of the reservoir area for public use.

2. Authority.- The plan is prepared under authority of Section 4 of the Flood Control Act approved 22 December 1944, as amended by the Flood Control Act approved 24 July 1946 (Public Law 526 of the 79th Congress, 2d Session)(H. R. 6597).

3. Preliminary Investigation.- A field reconnaissance of seven reservoir areas in the Pittsburgh Engineer District, including Loyalhanna, was made in July 1945 by representatives of the National Park Service, the Ohio River Division Engineer, and the Pittsburgh District Engineer, which revealed only very limited recreational possibilities at Loyalhanna Reservoir. The major handicaps noted were: polluted water, which precludes any possibility of swimming or fishing at present; and very little usable space available for recreational development above reservoir-full elevation. The Memorandum Report of the National Park Service, July 1945, on the Recreational Resources of Seven Reservoirs in the Pittsburgh, Pa. Engineer District, recommended "that no provisions for general recreational use be planned for Loyalhanna."

4. Cooperation with Other Agencies.- In connection with this Master Land Use Plan, there has been cooperative contact with other agencies, as follows:

a. Contact with the National Park Service soon after the passage of the recreational development legislation of December 1944 resulted in the field reconnaissance and recommendation referred to in paragraph 3.

b. The Department of Forests and Waters of the Commonwealth of Pennsylvania was unable to participate in the July 1945 reconnaissance study of Western Pennsylvania flood control reservoirs, but did visit them in September 1947. In November 1947 the Department stated in a letter to the District Engineer its inability to undertake the recreational development of the flood control reservoirs, chiefly because of prior commitments for improving State-owned areas.

c. As a result of contacts by this office, representatives of the Pennsylvania Game Commission inspected five existing Western Pennsylvania reservoirs, including Loyalhanna, in July 1948. The Commission has expressed interest in a game management program on that portion of the reservoir area between the town of New Alexandria and the dam. Negotiations now under way with the Game Commission contemplate the granting to that agency of a Federal license for game management.

d. Several contacts have been made with the Westmoreland County Agricultural Agent for the purpose of promoting sound agricultural practices on lands within the reservoir area leased for agricultural use.

II. DESCRIPTION OF THE PROJECT

5. Location.- Loyalhanna Reservoir is located in Westmoreland County, Southwestern Pennsylvania, on Loyalhanna Creek, a tributary of the Kiskiminetas River. The dam is about 4.5 miles by stream above the point where Loyalhanna Creek and the Conemaugh River join to form the Kiskiminetas River.

6. Purpose.- The reservoir is a unit of a comprehensive system of storage reservoirs for flood control for the Ohio River and its tributaries. Loyalhanna Reservoir has a drainage area of 291 square miles, entirely within Westmoreland County, Pennsylvania. The primary purpose of the reservoir is flood control. Incidental uses of the reservoir area, in accordance with the Flood Control Acts of 1914 and 1917, may include recreation, fish and wildlife conservation, agriculture and forestry, to the extent that such uses do not conflict with the primary purpose of the reservoir.

7. Accessibility.- The area is accessible from the north by Pennsylvania Highway Route 156, from the south by Pennsylvania Highway Route 961, from the east and west by US Highway Route 22 and Pennsylvania Highway Route 80. In addition there are several county and township roads leading into the reservoir area.

8. Water and Land Areas Available.- The minimum pool is at elevation 910, covers an area of 210 acres and has a storage capacity of 2,000 acre-feet. The reservoir-full pool, elevation 975, covers an area of 3,230 acres and has a storage capacity of 93,300 acre-feet. At minimum pool, the total land area within the boundaries owned by the Federal Government and administered by the Corps of Engineers, is 3,120 acres. At reservoir-full pool, the total area of such land is 50 acres. An area of 3,470 acres, between minimum pool and reservoir-full pool, is subject to intermittent flooding.

3,422 acres.

III. POTENTIALITIES OF THE AREA

9. General.- The property acquired, or made available by easement, for flood control purposes, lies along both banks of Loyalhanna Creek for a distance of 19 miles above the dam. The character of these lands varies from gently sloping open fields, a prevailing condition, to very steep wooded slopes. The Government taking-line follows close to the reservoir-full contour, so that little usable Government land is available above flood pool. The summer pool fluctuates between elevations 910 and 915, except when temporary flood impoundments to higher levels occur. At elevation 910, it has an area of 210 acres, and is about 5.5 miles long. The impounded water is polluted with acid mine drainage and domestic and industrial sewage to the extent that swimming is inadvisable and fish life is nonexistent.

10. Land Use.- In contrast with other existing reservoirs of the Pittsburgh Engineer District, a considerable portion of the available land is suitable for agricultural use. For this reason, and because of the recreational handicaps referred to in paragraph 3, the land uses most appropriate to the Loyalhanna Reservoir Area are agriculture and wildlife conservation, with public recreation as a limited incidental use.

a. Agriculture is the dominant use of the Government land in the creek valley, and much of this land, especially in the upper end of the reservoir area, is considered best suited to such use. At present, 1,184 of the 3,120 acres above minimum pool, constituting virtually all of the land suitable for the purpose, are under agricultural lease.

b. Some parts of the reservoir area have wooded sections and good cover for small game. Some deer are found on and near the Government land. A game management program for the reservoir area would be beneficial to the public by promoting the conservation and propagation of wildlife and improving conditions for hunting. The area between the dam and the crossing of US Highway Route 22 at New Alexandria, appears the most suitable for game management according to the Pennsylvania Game Commission, whose representatives have inspected the reservoir area.

c. A wooded hillside area, attractive for picnicking, is found on the left bank of the reservoir close to the dam. Interesting views can be had of the summer pool. This area is now receiving a certain amount of local use, more than might be expected in view of the water acidity which rules out fishing and swimming. Boating on the reservoir is possible and a commercial dock has been provided on the right bank 2.4 miles above the dam. Hunting and hiking could be, and are to some extent, enjoyed here, and there would be the possibility of interesting bridle trails if some interested group cared to sponsor their development. The condition of the water is a serious handicap offsetting certain advantages otherwise possessed by the area for camping

use. One small organized camp for boys from a local school has been operating for a few years at a small site on the right bank, about 2.3 miles above the dam. No other similarly suitable sites are available. Tent camping experience for beginners among local organized youth groups, such as Boy Scouts or Girl Scouts, could be had in selected spots in the vicinity of the dam, but no other provision for general tent camping warrants consideration.

11. Malarial Potentiality.- In October 1945 when a priority was established for malaria control surveys in this District, to be made by the US Public Health Service, such a survey for Loyalhanna Reservoir was considered unnecessary because of the highly acid stream discharge.

IV. FACTORS INFLUENCING RECREATIONAL DEVELOPMENT

12. Population Affected.- A study of population, based on 1940 census figures, shows 2,178,000 persons living within 50 miles of the reservoir by road, of which 244,200 live within 25 miles. In spite of relatively heavy concentrations of population in the vicinity of the reservoir, visitation has been relatively low because of the polluted condition of the water, and the greater attraction of other recreation areas in the vicinity. The total recorded visitation to Loyalhanna Reservoir during the 1949 recreation season, May through September, was 18,858 with an average Sunday attendance of 600.

13. Related Recreation Areas.- The principal public recreation areas located within a 50-mile road distance of Loyalhanna Reservoir are listed in the following table. Of the areas listed, Keystone State Park, Bushy Run Battlefield Historical Park, and Crooked Creek Reservoir are located within 25 miles of Loyalhanna Reservoir. With good water available for swimming and fishing at both Keystone State Park, 5 miles from the dam, and at Crooked Creek Reservoir, the relative unimportance of Loyalhanna from the standpoint of recreational appeal is readily apparent. The Conemaugh River Reservoir, now under construction, is so close to Loyalhanna Reservoir that such recreational appeal as it may have in spite of water acidity similar to that of Loyalhanna, will have further influence on the latter's recreational use.

TABLE 1

FACILITIES OF PRINCIPAL PUBLIC RECREATION AREAS
WITHIN 50 MILES OF LOYALHANNA RESERVOIR

Facilities Available	Related Recreation Areas					
	Keystone State Park	Battlefield Historical Park	Bashy Run	Kooser State Park	Laurel Hill State Park	Crooked Creek Reservoir*
Swimming	x			x	x	x
Fishing	x				x	x
Picnicking	x	x		x	x	x
Boating	x			x	x	x
Tent Camping				x	x	x
Cabins				x		x
Hiking					x	x
Scenic Views					x	x
Playfield						x
Winter Sports						x
Group Camping						x

*Indicates areas where facilities are proposed.

V. GENERAL DEVELOPMENT PLAN

14. General.- Preceding sections of this report have considered the recreational limitations and land use possibilities of the Loyalhanna Reservoir Area. On Plate 1, "General Plan", the Government-owned lands available for public utilization are shown allocated to their most appropriate uses--mainly agriculture, wildlife, or game management, except for a few small recreation sites, as described below.

15. Recreation Sites.- There are four sites suitable for limited recreational development, as follows:

a. Loyalhanna Picnic Area, located immediately above the dam, on the left bank of the reservoir, is the most logical site for general recreational use, in view of the above-mentioned limitations of the reservoir area. Picnicking in the attractive wooded area here available is the principal recreational activity. There are 16 tables and 9 fireplaces now existing, and more such facilities are needed for adequate service for even the comparatively small crowds now using the area. The existing loop service road through the area should be reduced to a single road, and private cars excluded. A 110-car paved parking area and a new well-equipped public sanitary building are available for the convenience of the visitors either to the dam or to the picnic area. Besides providing some additional picnic tables and fireplaces, especially in the adjoining higher wooded area, and extending existing water lines, it is proposed to provide a guard rail along the existing roadway leading to the water's edge, which provides the only free launching point on the reservoir for privately-owned boats.

b. The commercial boat dock is located on the right bank of the reservoir about 2.4 miles above the dam. The shore is steep enough to make this a good dock location, and adequate space for parking cars is available nearby on comparatively level ground. The reservoir bank is partially shaded by trees. The dock was opened to public use in the spring of 1949 under a lease extending through 31 October 1950, for the rental and storage of boats. By means of a longer term lease, encouragement should be given to the construction of an adequate permanent dock and suitable toilet facilities. It is intended that all construction at this site be carried out by the lessee subject to the approval of the District Engineer. If public support of a boat dock should prove insufficient to justify a permanent boat rental facility, consideration might well be given to the leasing of this site for a small organized tent camp or some other more useful local recreation activity.

c. The one organized camp site is located on the right bank of the reservoir, about 2.3 miles above the dam. The site is very small (about 6.5 acres) and is currently being used on a temporary basis by the Kiskiminetas Springs School of Saltsburg, Pa, for a boys' summer camp, under a 2-year lease which expires 31 October 1950. It is proposed to encourage the construction of suitable permanent camping

facilities by the lessee by means of a longer-term lease. It is intended that all necessary development at this site be provided by the lessee subject to the District Engineer's approval.

d. At the village of New Alexandria a site is reserved on the General Plan for use as public park and playfield. It is not intended that the Government share in the cost of development of this site. Development would be the responsibility of local interests in case they should desire to improve the site for public use.

16. Cost Estimate.- Table 2 gives a summary of the estimated cost of development. The items are arranged in order of priority, according to need.

TABLE 2

COST ESTIMATE

Loyalhanna Picnic Area

1. Water Distribution System	\$ 3,440
2. Picnic Units (4 tables with benches, 1 small fireplace, 1 trash can) 8 units	1,760
3. Parking Area - Selected Material	800
4. Guard Rail - Concrete and Steel	4,000
	<u>\$10,000</u>
Engineering Fees and Contingencies	2,500
Total Estimated Cost (Corps of Engineers)	<u>\$12,500</u>

17. Management Cost.- The annual cost of reservoir management is estimated to be \$7,400. Table 3 gives the amounts estimated to be required annually for operation and maintenance of the recreation area at the dam and in connection with leases, licenses and permits for public or private use of the reservoir area. The estimate covers costs of personnel, equipment, materials and replacements, and includes 5% for Operation and Maintenance Division clearing account and 4% for District Office overhead, but does not include interest on the investment.

TABLE 3
ESTIMATED ANNUAL COST OF
OPERATION AND MAINTENANCE

Labor	\$ 4,000
Equipment	1,100
Materials	<u>800</u>
Total Operations	5,900
General Maintenance and Replacement	<u>1,500</u>
Total	\$ 7,400

VI. CONCLUSIONS

It is concluded that:

a. The foregoing Master Plan provides for the maximum beneficial use of the reservoir area.

b. The most suitable use for a large part of the available land, particularly in the upper end of the reservoir area, is agriculture. There should be a continuance of the extensive agricultural leasing program here, with proper encouragement of good soil conservation measures.

c. There are important existing wildlife values in portions of the reservoir area, and these values should be developed and extended by means of a suitable game management program, especially in the interest of better hunting.

d. The reservoir is well located for important recreational service to large population centers, but under the present badly polluted condition of the water, it has very limited recreational appeal. However, some improvement of present facilities near the dam for picnicking and boating, is justified.

VII. RECOMMENDATIONS

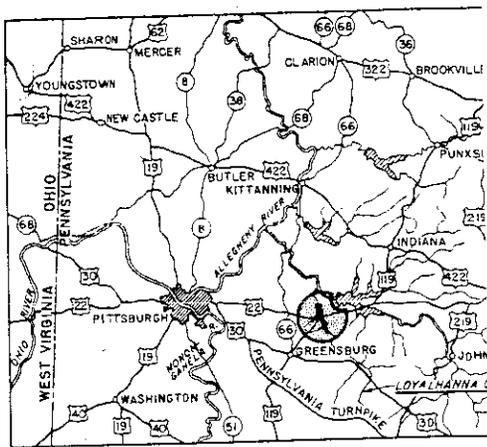
It is recommended that:

a. The Master Land Use Plan for Loyalhanna Reservoir, as presented herein, be approved as a long-range guide for the use of the land and water areas of the reservoir for agriculture, wildlife conservation, and public recreation.

b. The limited public use facilities proposed in connection with the Loyalhanna Picnic Area at the dam be approved for installation, in accordance with demonstrated public need and the availability of funds.

CONRAD P. HARDY
Colonel, Corps of Engineers
District Engineer

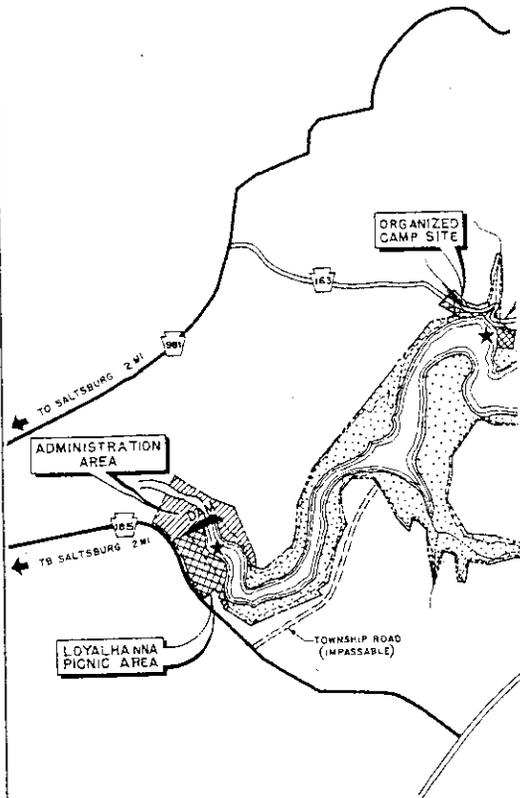
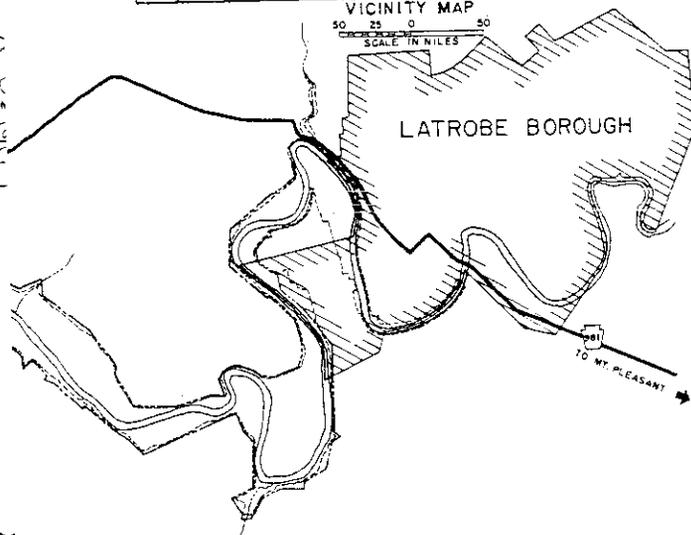
Accompanying the report:
Plate 1
Appendices 1-3, inclusive



PROJECT LOCATION
SCALE IN MILES



VICINITY MAP
SCALE IN MILES



LEGEND

LAND USES

- CONSERVATION POOL
- RECREATION AREA
- WILDLIFE AREA
- AGRICULTURAL AREA

PROPERTY LINES

- CDRPS OF ENGINEERS (U.S.)

ROADS

- PAVED
- GRADED AND DRAINED

OTHER

- PUBLIC BOAT LAUNCHING SITE
- RESERVOIR - FULL ELEVATION (975 MSL)

PLATE I
OHIO RIVER BASIN
LOYALHANNA RESERVOIR
MASTER LAND USE PLAN
PROJECT LOCATION, VICINITY MAP
AND GENERAL PLAN

1600 1600 3200
1200 2400

PITTSBURGH DISTRICT, PITTSBURGH, PA.

30 JANUARY 1950

SUBMITTED:

APPROVAL RECOMMENDER:

APPROVED:

E. J. Schuler
HEAD, PLANNING BRANCH

[Signature]
CHIEF, ENGINEERING DIVISION

[Signature]
COLONEL, CORPS OF ENGINEERS
DISTRICT ENGINEER

DRAWN: R-H-F
TRACED: R-H-F
CHECKED: *[Signature]*

038 ee-R5-12/1

APPENDIX 1
GENERAL RULES AND REGULATIONS
FOR PUBLIC USE

TITLE 36 - PARKS AND FORESTS
CHAPTER III - CORPS OF ENGINEERS, DEPARTMENT OF THE ARMY
PART 311 - RULES AND REGULATIONS GOVERNING PUBLIC USE
OF CERTAIN RESERVOIR AREAS

- Sec.
- 311.0 Determination of the Secretary.
 - 311.1 Areas covered.
 - 311.2 Boats, commercial.
 - 311.3 Boats, private.
 - 311.4 Houseboats.
 - 311.5 Swimming and bathing.
 - 311.6 Hunting and fishing.
 - 311.7 Camping.
 - 311.8 Picnicking.
 - 311.9 Access to water areas.
 - 311.10 Destruction of public property.
 - 311.11 Firearms and explosives.
 - 311.12 Gasoline and oil storage.
 - 311.13 Sanitation.
 - 311.14 Advertisements.
 - 311.15 Unauthorized solicitations and business activities.
 - 311.16 Commercial operations.
 - 311.17 Dogs.
 - 311.18 Recreational Activity Programs.

311.0 Determination of the Secretary. The Secretary of the Army having determined that use of the Reservoir Areas, listed in 311.1 of this part, by the general public for boating, swimming, bathing, fishing, and other recreational purposes will not be contrary to the public interest and will not be inconsistent with the operation and maintenance of the reservoirs for their primary purposes, hereby prescribes the following rules and regulations pursuant to the provisions of section 4 of an act of Congress approved December 22, 1944 (58 Stat. 889; 16 U.S.C. 460d) as amended by the Flood Control Act of 1946 (Public Law 526, 79th Congress), for the public use of the reservoir areas listed in 311.1.

311.1 Areas covered. The regulations contained in this part shall be applicable to:

* * * * *

- (k) Youghiogheny River Reservoir Area, Youghiogheny River, Pennsylvania and Maryland

* * * * *

- (u) Crooked Creek Reservoir Area, Crooked Creek, Pennsylvania

* * * * *

- (9) Tionesta Reservoir Area, Tionesta Creek, Pennsylvania
- (10) Loyalhanna Reservoir Area, Loyalhanna Creek, Pennsylvania
- (11) Mahoning Creek Reservoir Area, Mahoning Creek, Pennsylvania
- (12) Berlin Reservoir Area, Mahoning River, Ohio

(b) Written approval of the District Engineer shall be obtained of the plans for houseboats and the construction of the houseboats shall conform to the plans as approved by the District Engineer.

(c) Refuse, garbage, rubbish, or waste of any kind shall be disposed of in the manner designated by the District Engineer or his authorized representative.

(d) Houseboats shall be securely moored in the area designated by the District Engineer.

(e) Houseboats shall be maintained in a condition satisfactory to the District Engineer and shall not be abandoned on the reservoir area.

(f) The District Engineer shall have authority to revoke the permit and require the removal of the houseboat upon failure of the permittee to comply with the terms and conditions or with the regulations in this part.

311.5 Swimming and bathing. Swimming and bathing are permitted except in prohibited areas designated by the District Engineer.

311.6 Hunting and fishing. (a) Hunting and fishing are permitted in accordance with all applicable Federal, State and local laws for the protection of fish and game, except in prohibited areas designated by the District Engineer.

(b) Hunting shall be with shotgun only in any reservoir area listed in Section 311.1, except for the following reservoir areas, on which hunting of deer with rifles is also permitted.

* * * * *

- (4) Youghiogheny River Reservoir Area, Youghiogheny River, Pennsylvania
- (5) Tionesta Reservoir Area, Tionesta Creek, Pennsylvania
- (6) Loyalhanna Reservoir Area, Loyalhanna Creek, Pennsylvania
- (7) Mahoning Creek Reservoir Area, Mahoning Creek, Pennsylvania
- (8) Crooked Creek Reservoir Area, Crooked Creek, Pennsylvania

311.10 Destruction of public property. The destruction, injury, defacement, or removal of public property or of vegetation, rock, or minerals, except as authorized, is prohibited.

311.11 Firearms and explosives. Loaded rifles, loaded shotguns, loaded pistols and explosives of any kind are prohibited in the area, except when in the possession of a law enforcement officer or Government employee on official duty, when shotguns or rifles are being used for hunting during the hunting season as permitted under Section 311.6 and when specifically authorized by the District Engineer.

311.12 Gasoline and oil storage. Gasoline and other inflammable or combustible liquids shall not be stored in, upon, or about the reservoir or shores thereof without the written permission of the District Engineer or his authorized representative.

311.13 Sanitation. Refuse, garbage, rubbish or waste of any kind shall not be thrown on or along roads, picnicking or camping areas, in the reservoir waters or on any of the lands around the reservoir, but shall be burned or buried, or disposed of at designated points or places designed for the sanitary disposal thereof.

311.14 Advertisements. Private notices and advertisements shall not be posted, distributed, or displayed in the reservoir area except such as the District Engineer or his authorized representative may deem necessary for the convenience and guidance of the public using the area for recreational purposes.

311.15 Unauthorized solicitations and business activities. No person, firm, or corporation, or their representatives shall engage in or solicit any business on the reservoir area without permission in writing from the District Engineer or in accordance with terms of a lease, license, or concession contract with the Department of the Army.

311.16 Commercial operations. All commercial operations or activities on the waters of the reservoir or on the lands under the control of the Department of the Army around the reservoir shall be in accordance with lease, license, or other agreements with the Department of the Army.

311.17 Dogs. Dogs are not permitted in any of the following reservoir areas unless on a leash, in a pen, or under complete control of the owner or manager:

- (1) Fort Peck Reservoir Area, Missouri River, Montana.

311.18 Recreational Activity programs. (a) Special Events such as water carnivals, boat regattas, music festivals, dramatic presentations, or other special recreational programs of interest to the general public are permitted in areas designated by the District Engineer or his authorized representative.

APPENDIX 2
SPECIAL REGULATIONS

SPECIAL REGULATIONS

LOYALMANNA RESERVOIR

1. Restricted Areas.- No public recreational activity of any kind will be permitted between the dam and the trash boom, nor in any restricted area, so designated and marked by the District Engineer.
2. Motorboat Speed.- No motor-driven boat shall be operated at a speed greater than 8 miles per hour when in a harbor, or within 100 feet of shore, or of any dock, mooring space, or occupied boat.
3. Boat Equipment.- Every boat shall be provided with an efficient life preserver for each occupant. No boat shall be operated at night without display of one white light visible around the horizon. Motorboats shall carry lights prescribed in US Coast Guard regulations for vessels of their type and size.
4. Responsibility.- The use of the reservoir area shall be at the risk of the users. The United States shall not be liable for damages of any kind resulting from use of the reservoir area for recreational purposes, nor from the operation of the reservoir.
5. Inquiries.- Address all correspondence to:

District Engineer
Pittsburgh District
Corps of Engineers, US Army
925 New Federal Building
Pittsburgh 19, Pa.

APPENDIX 3

AGRICULTURAL LEASE FORM

DEPARTMENT OF THE ARMY
LEASE
RIVER AND HARBOR OR FLOOD CONTROL PROPERTY
ON _____

No. _____

THIS LEASE, made between the Secretary of the Army, of the first part, and _____

of the second part, WITNESSETH:

That the Secretary of the Army, by virtue of the authority contained in the Act of Congress approved 5 August 1947 (61 Stat. 774), entitled "An Act To authorize leases of real or personal property by the War and Navy Departments, and for other purposes", and for the consideration herein- after set forth, hereby leases to the party of the second part, hereinafter designated as the lessee, for a term of _____ beginning _____, 19_____, and ending _____, 19_____, but revocable at will by the Secretary of the Army, the following described premises or property for _____ purposes:

THIS LEASE is granted subject to the following provisions and conditions:

1. That the lessee shall pay to the United States rental in the amount of

(\$) per annum, payable

in advance, and the lessee shall also pay to the United States on demand any sum which may have to be expended after the expiration, revocation, or termination of this lease in restoring the premises to the condition required by provision No. 26 hereof. Compensation shall be made payable to the Treasurer of the United States and forwarded by the lessee direct to

2. That the use and occupation of the premises leased hereby shall be subject to the general supervision and approval of the officer having immediate jurisdiction over said premises or property and to such rules and regulations as may be prescribed by him from time to time.

3. That, as of the commencement date of this lease, 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 for settlement by the lessee with said officer for leased property shown to be lost, damaged, or destroyed, any such property to be either replaced or restored to the condition required by provision No. 26 hereof, or at the election of the Government reimbursement made therefor by the lessee at the then current market value thereof.

4. That the lessee has inspected and knows the condition of the leased property and it is understood that the same is hereby leased without any representation or warranty by the Government whatsoever, and without obligation on the part of the Government to make any alterations, repairs, or additions thereto.

5. That, subject to the limitations of Condition No. 26 hereof with respect to the restoration of the property, all portions of the leased property shall at all times be protected and maintained in good order and condition by and at the expense of the lessee.

6. That the lessee shall neither transfer nor assign this lease or any property on the demised premises, nor sublet the demised premises or any part thereof or any property thereon, nor grant any interest, privilege, or license whatsoever in connection with this lease without permission in writing from the said officer.

7. That the right is hereby reserved to the United States, its officers, agents, and employees, to enter upon the said premises at any time and for any purpose necessary or convenient in connection with river and harbor and flood-control work, to remove timber therefrom, and to flood the leased premises whenever necessary, and the lessee shall have no claim for damages of any character on account thereof against the United States or any officer, agent, or employee thereof.

8. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the lessee, or for injuries to the person of the lessee (if an individual), 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 said premises at their invitation or the invitation of any one of them, arising from or incident to the flooding of the said 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, except as otherwise provided in condition No. 30 hereof.

9. That the lessee shall at all times exercise due diligence in the protection of the demised premises against damage or destruction by fire and other causes.

10. That any property of the United States damaged or destroyed by the lessee incident to the lessee's use and occupation of the said property shall be promptly repaired or replaced by the lessee to the satisfaction of the said officer, or in lieu of such repair or replacement the lessee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

11. That the lessee shall cut no timber, conduct no mining or drilling operations, remove no sand, gravel, or kindred substances from the ground, except in the exercise of mineral rights heretofore reserved to the record owner thereof, commit no waste of any kind, or in any manner substantially change the contour or condition of the property hereby leased, except changes required in carrying out soil and water conservation measures; but the lessee may salvage fallen or dead timber as may be required for use as firewood.

12. That the lessee shall comply with all applicable laws, ordinances, and regulations of the State, county, and municipality wherein the said demised premises are located, with regard to construction, sanitation, licenses or permits to do business, and all other matters.

13. That the lessee shall not construct any permanent structure on the said demised premises, and shall not construct any temporary structure or advertising sign thereon without the prior written consent of the said officer.

14. That the lessee shall pay to the proper authority, when and as the same becomes due and payable, all taxes, assessments, and similar charges which, at any time during the term of this lease, may be taxed, assessed, or imposed upon the Government or upon the lessee with respect to or upon the leased premises. In the event any taxes, assessments, or similar charges are imposed with the consent of the Congress upon property owned by the Government and included in this lease (as opposed to the leasehold interest of the lessee therein), this lease shall be renegotiated so as to accomplish an equitable reduction in the rental provided above, which shall not be greater than the difference between the amount of such taxes, assessments, or similar charges and the amount of any taxes, assessments, or similar charges which were imposed upon such lessee with respect to his leasehold interest in the premises prior to the granting of such consent by the Congress; provided that, in the event that the parties hereto are unable to agree, within 90 days from the date of the imposition of such taxes, assessments, or similar charges, on a rental which, in the opinion of the said officer, constitutes a reasonable return to the Government on the leased property, then, in such event, the said officer shall have the right to determine the amount of the rental, which determination shall be binding on the lessee subject to appeal in accordance with provision No. 15 of this lease.

15. That, except as otherwise specifically provided in this lease, all disputes concerning questions of fact which may arise under this lease and which are not disposed of by mutual agreement, shall be decided by the said officer, who shall reduce his decision to writing and mail a copy thereof to the lessee at his address shown herein. Within 30 days from said mailing the lessee may appeal to the Secretary of the Army, whose written decision, or that of his designated representative or representatives or board, shall be final and conclusive upon the parties hereto. Pending decision of a dispute hereunder, the lessee shall proceed with the performance of this lease.

16. That this lease may be terminated by the lessee at any time by giving to the Secretary of the Army, through the said officer, at least ten (10) days' notice in writing; provided that, in case of such termination, no refund by the United States of any rental theretofore paid shall be made.

17. That the lessee shall pay the cost, as determined by the said officer, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the lessee, including the lessee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the said officer upon bills rendered monthly.

18. That for such period as the lessee is in possession of the leased property pursuant to the provisions and conditions of this lease the lessee shall procure and maintain at its cost a standard fire and extended coverage insurance policy or policies on the leased property to the full insurable value thereof. The lessee shall procure such insurance from any responsible company or companies. The policy or policies evidencing such insurance shall provide that in the event of loss thereunder the proceeds of the policy or policies, at the election of the Government, shall be payable to the lessee to be used solely for the repair, restoration, or replacement of the property damaged or destroyed, any balance of the proceeds not required for the repair, restoration, or replacement of the property damaged or destroyed to be paid to the Government, and that in event the Government does not elect by notice in writing to the insurer within 60 days after the damage or destruction occurs to have the proceeds paid to the lessee for the purposes hereinabove set forth, then such proceeds shall be paid to the

Government, provided, however, that the insurer, after payment of any proceeds to the lessee in accordance with the provisions of the policy or policies, shall have no obligation or liability with respect to the use or disposition of the proceeds by the lessee. Nothing herein contained shall be construed as an obligation upon the Government to repair, restore, or replace the leased property or any part thereof.

19. That no Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

20. That the lessee shall maintain, in a manner satisfactory to the said officer, terraces and other soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed during the term of this lease, and the use of the said leased premises by the lessee shall be in accordance with good soil conservation practices and with the land-use plan attached hereto and made a part of this lease.

21. That the lessee shall enter into and carry out the terms of a soil conservation agreement with the Soil Conservation District in which said premises are located, at such time as this service is made available by the Soil Conservation District.

22. That the lessee will cooperate in programs for the management and improvement of fish and wildlife and in furtherance thereof the leased premises will be subject to free public use for fishing and hunting.

23. That the lessee shall not hunt on the leased premises unless the premises are made available to the general public for hunting in accordance with Condition No. 24.

24. That the lessee will cooperate in programs for management and improvement of fish and wildlife, and will also cooperate in making such of the leased premises available for free public hunting in so far as such use is not detrimental to the use of the premises by the lessee for the purposes stated on page 3 of this lease.

25. That the said leased premises shall be subject to the right of the Fish and Wildlife Service, Department of the Interior, or the

to use the premises as a free public shooting ground or as a wildlife sanctuary in which no hunting or trapping will be permitted.

26. That, on or before the date of expiration of this lease or its termination by the lessee, the lessee shall at its cost vacate the leased property, remove the property of the lessee therefrom, and restore the leased property to as good order and condition as that existing upon the date of commencement of the term of this lease, less ordinary wear and tear and damage to the leased property covered by insurance and for which the Government shall receive or has received insurance funds in lieu of having the damaged property repaired, replaced, or restored. If, however, this lease is revoked, the lessee shall vacate the leased property, remove the property of the lessee therefrom, and restore the leased property to the condition aforesaid within such time as the Secretary of the Army may designate. In either event, if the lessee shall fail or neglect to remove the property of the lessee and so restore the leased property, then, at the option of the Secretary of the Army, the property of the lessee shall either become the property of the United States without compensation therefor, or the Secretary of the Army may cause it to be removed and the leased property to be so restored at the expense of the lessee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.

26 (ALTERNATE) That, on or before the date of expiration of this lease, or its termination by the lessee, the lessee shall vacate the demised premises, remove the property of the lessee therefrom, and restore the premises to as good order and condition as that existing upon the date of commencement of the term of this lease, damages beyond the control of the lessee and due to fair wear and tear excepted. If, however, this lease is revoked, the lessee shall vacate the premises, remove said property therefrom, and restore the premises to the condition aforesaid within such time as the Secretary of the Army may designate. In either event, if the lessee shall fail or neglect to remove said property and so restore the premises, then, at the option of the Secretary of the Army, said property shall either become the property of the United States without compensation therefor, or the Secretary of the Army may cause it to be removed and the premises to be restored at the expense of the lessee

and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.

27. That if more than one lessee is named in this lease the obligations of said lessees herein contained shall be joint and several obligations.

28. That, except as otherwise specifically provided, any reference herein to "Division Engineer", "District Engineer", or "said officer" shall include his duly appointed successors and his authorized representatives.

29. That all notices to be given pursuant to this lease shall be addressed, if to the lessee, to

if to the Government, to the _____;

or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when 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.

30. That all uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect, for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

31. That Condition(s) No. (s) _____
were deleted before the execution of this lease.

IN WITNESS WHEREOF I have hereunto set my hand

by authority of the Secretary of the Army this _____ day of
_____, 19_____.

THIS LEASE is also executed by the lessee this _____ day of _____, 19_____.

(Seal)

Signed and sealed in the
presence of:

(Post Office Address)