

Real Property Lease Agreement

On 07.07 2020 in Szczecin

State Water Management Polish Waters – the Regional Water Management Authority in Szczecin, ul. Tama Pomorzańska 13a, 70-030 Szczecin, acting pursuant to Article 264 (9) of the Act of July 20, 2017 Water Law (Journal of Laws of 2020, item 310, as amended) on behalf of and for the benefit of the State Treasury, represented by: Mr. Marek Duklanowski – Director of the Regional Water Management Authority in Szczecin, acting on the basis of the power of attorney of May 13, 2020, hereinafter referred to as the **Lessor**

The Lessor, and:

Mr,

hereinafter referred to as the **Lessee,**

concluded a lease agreement which reads as follows:

PRELIMINARY PROVISIONS

§1.

The Lessor declares that, in accordance with the decision of the Governor of the Zachodniopomorskie Voivodeship of November 5, 2019, ref.: GN-2.752.154.2019.BW, it represents the State Treasury and exercises its ownership rights with regard to the real property constituting:

- plot marked with **number 2/1**, located in Osinów Dolny, precinct No. 0009, Osinów Dolny, Cedynia commune, district of Gryfino, Zachodniopomorskie Voivodeship with an area of 19.67 ha, no Land and Mortgage Register.

The described real property is not developed.

§2.

The area of the land covered by the lease agreement amounts to 19.67 ha, i.e., the entire real property described in detail in § 1, which was marked on the graphic appendix constituting Appendix 1 to this agreement.

§3

The Lessee declares that no arrangement, liquidation, or enforcement proceedings are pending with its participation as a debtor and it is not in bankruptcy, and in the event of such circumstances, it undertakes to immediately notify the Lessor.

§4

The Lease Agreement was concluded for agricultural purposes.

§5

1. The Lease Agreement is concluded due to the issuance of a decision by the Governor of the Zachodniopomorskie Voivodeship on November 5, 2019 confirming the representation of the State Treasury and the exercise of the ownership rights of the State Treasury by State Water Management Polish Waters in relation to the real property described in § 1 ref.: GN-2.752.154.2019.BW (Appendix 2). On the day the decision becomes final, i.e., on November 21, 2019, the entity managing on behalf of the State Treasury is State Water Management and at the same time the Lessor is State Water Management Polish Waters
2. Due to the content of Article 265 (7) (14) of the Water Law in connection with the use of real property for agricultural purposes specified in § 4 of the Agreement, the tender procedure does not apply.

ESSENTIAL PROVISIONS

§6

The Lessor hands over, and the Lessee leases, the subject of the Agreement specified in § 1 of this Agreement for the purposes indicated in § 4 hereof, with the obligation to pay the rent on the terms described below. The basis for handing over the subject of the Agreement for lease outside of this Agreement is the hand-over report, the template of which is attached as Appendix 3, which is also a document confirming the knowledge of the state of the subject of the lease, to which the Lessee does not raise any objections.

§7

1. The Agreement is a continuation of the Real Property Lease Agreement described in §1 concluded
2. The Agreement is concluded for a definite period until September 10, 2023.

§ 8

- The amount of the rent will be determined as the product of the area of the land indicated in

§ 1 and the rate specified in Regulation No. 3/2019 of the President of PGW WP of March 4, 2019 introducing the Procedures for the Management of State Treasury Property owned by PGW WP, Regional Water Management Authorities, taking into account the purpose of the lease specified in § 4 of this Agreement. A change in the amount of rent resulting from an amendment of the regulation does not require an annex to the Agreement.

- As of the date of signing the annex, the rent rate resulting from the Regulation referred to in paragraph 1 is PLN 81.00/ha. The annual rent determined pursuant to paragraph 1 is PLN 1,593.27 (say: one thousand five hundred and ninety-three 27/100).
- The rent for the incomplete term of the Agreement during a calendar year is calculated in proportion to the lease period in that year.

§ 9

1. To the rent specified in § 8, value added tax is added in the amount determined on the basis of applicable regulations.
2. The rent is payable in advance for the whole year, on the basis of an invoice, within 21 days from the date of its issue, by bank transfer to the account indicated on the invoice.
3. The parties to the Agreement agree that the day of payment shall be the day of crediting the funds to the Lessor's account.
4. The amount of rent is subject to annual indexation by the annual average consumer price index announced by the President of the Polish Central Statistical Office (GUS), without the need to negotiate it. The change in the amount of the rent accrued in this respect does not require drawing up and signing an annex to the Agreement.
5. In the event of a change in the applicable provisions determining the amount of VAT, the gross rent will change to take into account the new tax rate. The amended rent will apply from the time specified by the relevant regulations. Changing the value of the rent in this respect does not require drawing up and signing an annex to the Agreement.
6. Benefits, obligations, or receivables related to the use of the subject of the lease resulting from administrative decisions granted to the Lessee are independent of the rent and other charges resulting from this Agreement.
7. This Agreement is not a commercial transaction within the meaning of the provisions of the Act of March 8, 2013 on the prevention of excessive delays in commercial transactions (Journal of Laws of 2019, item 118 as amended), concluded with one of the entities indicated in Article 2 of the Act.
8. In the event of late payment of the rent, the Lessor shall charge interest for the delay at the maximum allowable rate determined pursuant to Article 481 § 2 of the Act of April 23, 1964 Civil Code (Journal of Laws of 2018, item 1025 as amended);

OBLIGATIONS OF THE LESSEE

10

1. The Lessee is obliged to incur, in addition to the rent, all charges, including statutory charges, related to the subject of the lease.
2. The Lessee is obliged to use the subject of the lease specified in § 1 of this Agreement, in accordance with the purpose of this Agreement specified in its § 4 and in accordance with the purpose and principles of proper and rational management, in particular:
 - 1) To maintain the subject of the lease in a proper condition, including maintaining proper order on the property, removing contaminants from its area,
 - 2) Not to remove the stand of trees and shrubs in the lease area without written consent of the Lessor and the authorisations of the competent authorities referred to in separate regulations, and not to carry out any new planting,
 - 3) Not to erect any permanent or temporary structures within the meaning of the Act of July 7, 1994 Construction Law or fencing to the extent beyond the achievement of the objective specified in § 4 in the area of the subject of the Agreement without the written consent of the Lessor,
 - 4) To inform the Lessor of any change of address, under pain of recognition as effective of the delivery of correspondence to the address known to the Lessor at the time of concluding the Agreement.
3. The Lessee may not hand over the subject of the lease to a third party for free use or sublease it without the consent of the Lessor.
4. The Lessee is not entitled to any claims for partial or complete flooding of the subject of the lease.
5. The Lessee may not change the way the subject of the lease is used without the consent of the Lessor.
6. The Lessee shall be liable to third parties for damage suffered on the lease area.
7. The Lessee, upon taking over the subject of the lease, assumes strict liability for the handed-over subject of the lease and for the damage caused to it.

RIGHTS AND OBLIGATIONS OF THE LESSOR

§11

1. The Lessor is not responsible for the Lessee's property accumulated in the area covered by the lease.
2. The Lessor is not responsible for any damage caused to the Lessee or third parties.
3. If claims have been made against the Lessor regarding the subject of the lease, the Lessor shall immediately notify the Lessee of this fact.
4. The Lessor has the right to enter the leased property at any time, without prior notice, in order to inspect the terms of the lease agreement, as well as to perform statutory tasks.

TERMINATION

§12

1. The Agreement shall expire on the day referred to in § 7.
2. The Parties to the Agreement may terminate the Agreement before the expiry of the period for which it was concluded at any time, by agreement. Such agreement shall be made in writing.
3. The Lessor may terminate the Agreement before the expiry of the period for which it was concluded, due to an important interest of water management or in the event of a change in the use of the land in the local zoning plan, with a 1-month notice period calculated at the end of the calendar month.
4. The Lessor can unilaterally exclude from the subject of the lease all or part of the property in the event that a building permit or a permit for the implementation of an investment is issued, with a 1-month notice period calculated at the end of the calendar month.
5. The Lessor may terminate the Agreement without notice with immediate effect, in the event of the Lessee's failure to comply with the provisions of this Agreement, including a thirty-day delay in the payment of rent.
6. Upon the expiry or termination of the Agreement, the Lessee shall return the subject of the Agreement to the Lessor in a non-deteriorated condition that guarantees proper operation and shall remove any items or structures not belonging to the Lessor, after consultation with the Lessor.
7. In the event of failure to remove items or structures not belonging to the Lessor, despite arrangements made with the Lessor, the Lessor reserves the right to remove them at the expense and risk of the Lessee.
8. After the termination or expiration of the Agreement, the Lessee returns the subject of the Agreement to the Lessor on the basis of a written hand-over report, which is also a document confirming the knowledge of the state of the subject of the Agreement after the termination of the relationship between the parties. In the hand-over report, the parties describe changes in the subject of the Agreement in relation to the original condition, which may be the basis for any subsequent claims. The hand-over report shall

be signed at the latest on the last day of the Agreement.

9. If one of the parties to the Agreement fails to appear at the set date, the report referred to in paragraph 6 of this paragraph shall be drawn up by the present party. That report may become the basis for possible subsequent claims.
10. In the event of refusal to sign the report, a reference to this fact and the reasons for refusal shall be included in the report. Photographic documentation shall be prepared to prove the condition described in the report.

§13

1. The Lessee undertakes to immediately communicate any changes in data (address, personal data, company data and its representation, etc.).
2. Changes in rent resulting from: the need for indexation, in accordance with § 9 (5) of this Agreement, or changes in the applicable provisions determining the amount of value added tax rates, in accordance with § 9 (6) of this Agreement, and changes in other special provisions, do not require a written notification and the need to amend this Agreement.
3. Amendments to the provisions of this Agreement, with the exception of the changes specified in paragraph 2 and 5 of this section, require the conclusion of an annex.
4. In the event of the need to conclude another lease agreement covering the subject of this Agreement, the Lessee shall submit another request to the Lessor, 5 months in advance.
5. Designated contact persons for matters related to this Agreement
 - a. for the Lessor: e-mail: _____
correspondence address: _____ phone: _____
6. Mailing address for the Lessor:
e-mail: _____
address: _____ phone: _____

GDPR CLAUSE

§ 14

Pursuant to Article 13 (1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), please be informed, that: 1) the controller of your personal data is State Water Management Polish Waters with its registered office in Warsaw 00-844, ul. Grzybowska 80/82.

2) If you have any questions about the manner and scope of processing your personal data in connection with PGW WP operations, or about your rights, you may contact the Data Protection Officer of PGW WP at [iod\(8\)wody.gov.pl](mailto:iod(8)wody.gov.pl)

3) Your personal data will be processed in order to:

- fulfil legal obligations arising from the Water Law (legal basis: Article 6 (1) (c) of the Regulation);
- execute agreements (legal basis: Art. 6 (1) (b) of the Regulation);
- in other cases, your personal data will only be processed upon a prior consent, in the scope and

for the purpose specified therein (legal basis: Article 6(1)(a) of the Regulation).

4) the recipients of your personal data may include:

- public authorities and entities performing public tasks or acting on behalf of public authorities, to the extent and for the purposes that result from the provisions of generally applicable law.

5) Your personal data will be processed for the period necessary to achieve the processing objectives indicated in item 3, or until you withdraw your consent for their processing.

1) In connection with the processing of your personal data, you have the following rights:

- a. the right of access to the personal data, including the right to obtain a copy of the data;
- b. the right to request rectification (correction) of personal data – if the data are incorrect or incomplete;
- c. the right to request the deletion of personal data (the so-called right to be forgotten), if:
 - the data are no longer necessary for the purposes for which they were collected or otherwise processed,
 - the data subject has objected to the processing of personal data,
 - the data subject has withdrawn consent to the processing of personal data, which is the basis for data processing and there is no other legal basis for data processing,
 - personal data is processed unlawfully,
 - personal data must be deleted in order to comply with an obligation arising from the law;
- d. the right to request the restriction of the processing of personal data – if:
 - the data subject questions the accuracy of personal data,
 - the processing of data is unlawful and the data subject objects to the erasure of data, requesting that they be restricted instead,
 - The Controller no longer needs data for its purposes, but the data subject needs them to establish, defend, or pursue claims,
 - the data subject has objected to the processing of data until it has been established whether the legitimate grounds on the part of the controller override the grounds for objection;
- e. the right to data portability, where the following cumulative conditions are met:
 - the processing of data is carried out on the basis of an agreement concluded with the data subject or on the basis of consent given by the data subject,
 - the processing is carried out in an automated manner;
- f. the right to object to the processing of data, where the following conditions are met:
 - there are reasons related to your special situation, in the case of data processing on the basis of a task carried out in the public interest or as part of the exercise of public authority by the Controller,

2. Where personal data are processed under a consent of the data subject (Article 6(1)(a) of the GDPR), you have the right to withdraw such consent at any time. The withdrawal is without prejudice to the lawfulness of the processing carried out upon consent before it was withdrawn.

6) Should you consider the processing of your personal data to be breaching the provisions of the General Data Protection Regulation of April 27, 2016, you have the right to lodge a complaint with the President of the Office for Personal Data Protection;

7) The provision of your personal data is compulsory if the processing of personal data is required by a provision of law or an agreement concluded between the parties; if the processing is conducted upon

consent, the provision of personal data to the Controller is voluntary;

8) Your data may be processed in an automated manner and will not be profiled.

§15

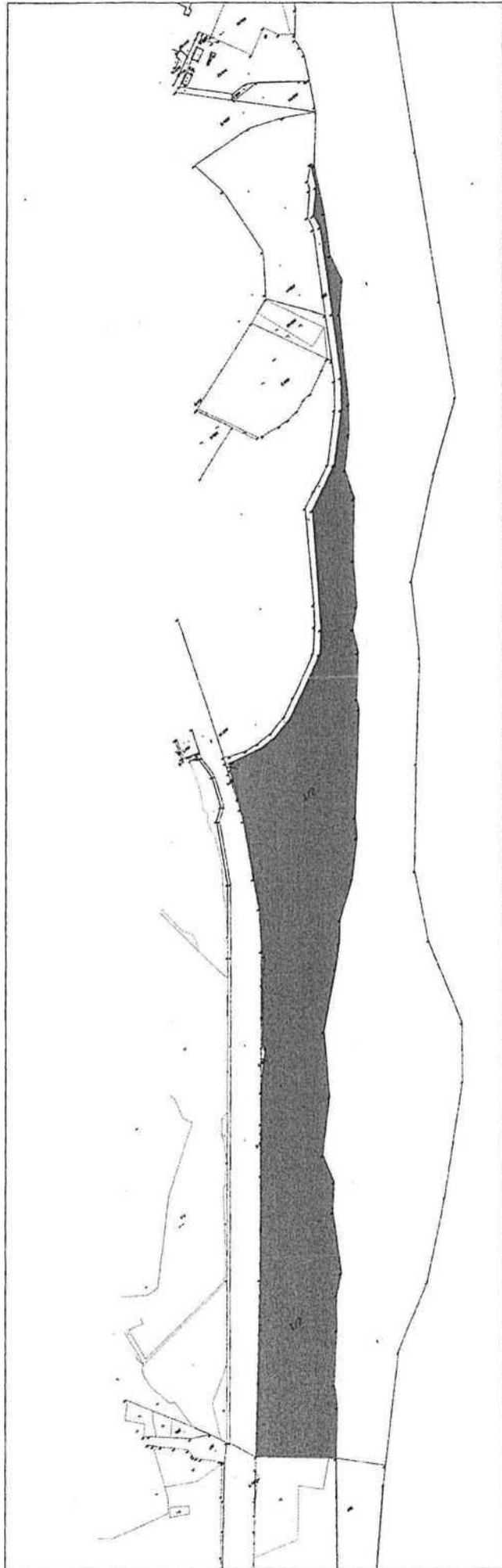
In matters not covered by this Agreement, the provisions of the Act of April 23, 1964 the Civil Code and the provisions of the Water Law of July 20, 2017 shall apply, inter alia.

§ 16

1. The Lease Agreement has been drawn up in four identical copies, two for each Party.
2. The Lease Agreement shall enter into force on the day of signature, effective January 1, 2020.
3. The appendices to the Agreement are as follows:
 1. Appendix 1 – a graphic appendix;
 2. Appendix 2 - a decision, ref.: GN-2.752.154.2019.BW;
 3. Appendix 3 – a template of the hand-over report.

LESSOR

LESSEE





**ZACHODNIOPOMORSKIE
VOIVODESHIP GOVERNOR**

GN-2.752.154.2019.BW

Szczecin, November 5, 2019

DECISION

Pursuant to *Article 258 (5) and (10) of the Act of July 20, 2017 Water Law (Journal of Laws of 2018, item 2268, as amended)* and *Article 104 of the Act of 14 June 1960 – Code of Administrative Procedure (Journal of Laws 2018, item 2096, as amended)*, having examined the request of State Water Management Polish Waters the Regional Water Management Authority in Szczecin of September 27, 2019, ref.: SZJRP.071.9.2018.MRK

I hereby establish:

representation of the State Treasury and the exercise of the ownership rights of the State Treasury by State Water Management Polish Waters, in relation to the land property owned by the State Treasury, marked as plot No. 2/1 with an area of 19.67 ha, located in an inter-embankment zone, in precinct 0009 Osinów Dolny, in the Cedynia commune.

STATEMENT OF REASONS

The proceedings in this case were initiated at the request of State Water Management Polish Waters The Regional Water Management Authority in Szczecin, dated September 27, 2019, ref.: SZ.JRP.071.9.2018.MRK, pursuant to *Article 258 (10) in conjunction with Article 258 (5) of the Act of July 20, 2017 Water Law (consolidated text Journal of Laws of 2018, item 2268, as amended)* on the issue of a decision confirming the representation and exercise of ownership rights of the State Treasury – the National Support Centre for Agriculture, Branch in Szczecin, by State Water Management Polish Waters in relation to the entire real property marked in the land register as plot No. 2/1 with an area of 19.67 ha, located in precinct 0009 Osinów Dolny, in the commune of Cedynia, as part of the *Odra-Vistula Flood Management Project*, in the scope of the investment related to the implementation of Task 1B.3/2 titled *“Construction of mooring facilities at lower and border Oder river and new waterway signage”*, including the construction of mooring facilities for icebreakers.

In accordance with *Art. 258(5) of the Act of July 20, 2017 cited above, “Polish Waters represent the Treasury and exercise the ownership rights of the Treasury with respect to the land properties owned by the Treasury situated in the inter-embankment zone, the real properties at flood embankments and the flood embankments adjacent to the inland surface running waters, as referred to in Art. 212(1)(1), as well as with respect to the buildings, structures and other facilities located on such real properties, including water facilities used to carry out the tasks set forth in the provisions of the Act.”*

Pursuant to *Art. 258 (10) of the Act*, the representation of the Treasury and the exercise of the ownership rights of the Treasury, referred to in *paragraph 1-9*, is established by



Zachodniopomorskie Voivodeship Office in Szczecin
Wąły Chrobrego 4, 70-502 Szczecin
phone: 91 4303-315, 91 4342-413, fax: 91 4330-250
www.szczecin.uw.gov.pl, e-mail: wojewoda@szczecm.uw.gov.pl

Information for the Citizen
www.obywatel.gov.pl
phone: 222-500-109 or 222-500-115

the competent voivodeship governor, by a decision issued at the request of Polish Waters or the minister competent for inland navigation.

On the basis of an excerpt from the land and buildings register prepared on October 10, 2019 by the Staroste of Gryfino for plot No. 2/1 with an area of 19.67 ha, located in precinct 0009 Osinów Dolny, in the commune of Cedynia, the Governor of Zachodniopomorskie Voivodeship established the legal and factual status of the property in question, i.e.: the owner: State Treasury – National Support Centre for Agriculture Branch in Szczecin and type of land: wasteland.

In addition, the data contained in the Water Management Information System, kept pursuant to *Article 330 (1) of the Water Law* by Polish Waters show that on registered plots:

- No. 247 - Bielinek precinct, commune of Cedynia, Gryfino district,
- No. 256 - Bielinek precinct, commune of Cedynia, Gryfino district,
- No. 15 - Markocin precinct, commune of Cedynia, Gryfino district,
- No. 320 - Markocin precinct, commune of Cedynia, Gryfino district,
- No. 3 - Osinów Dolny precinct, commune of Cedynia, Gryfino district,
- No. 161/1 - Osinów Dolny precinct, commune of Cedynia, Gryfino district,
- No. 161/2 - Osinów Dolny precinct, commune of Cedynia, Gryfino district,
- No. 239/40 - Osinów Dolny precinct, commune of Cedynia, Gryfino district,
- No. 239/42 - Osinów Dolny precinct, commune of Cedynia, Gryfino district, there is a flood embankment Bielinek-Osinów with a total length of 10,430 m.

The map and data obtained from the Internet system attached to the request <https://www.geoportal.gov.pl/> show that plot No. 2/1, precinct Osinów Dolny, is located in an inter-embankment zone, shaped by a part of the flood embankment Bielinek-Osinów, which runs through plots marked with numbers 3, 161/1, 161/2, and 239/40, precinct Osinów Dolny, commune of Cedynia.

On the basis of the collected documents, the Governor of the Zachodniopomorskie Voivodeship determined that the conditions resulting from *Article 258 (5) of the Act of July 20, 2017 Water Law (Journal of Laws of 2018, item 2268, as amended)*, which fully justify this decision on the representation of the State Treasury and the exercise of ownership rights of the State Treasury by State Water Management Polish Waters in relation to the land property of the State Treasury marked as plot No. 2/1 with an area of 19.67 ha, located in an inter-embankment zone, in precinct 0009 Osinów Dolny, in the commune of Cedynia, were met in the case in question.

Pursuant to the provision of *Article 258 (12) of the Act of July 20, 2017 Water Law (consolidated text Journal of Laws of 2018, item 2268, as amended)*, this decision will constitute the basis for making an entry in the land and mortgage register and for making changes to the register of lands and buildings.

It should also be added that, in accordance with *Article 258 (11) of the abovementioned Act*, the exercise of ownership rights of the State Treasury referred to in *paragraphs 1-9* does not infringe the rights of third parties.

Before issuing this decision, the Governor of the Zachodniopomorskie Voivodeship, by letter of October 22, 2019, ref.: GN-2.752.154.2019.BW, notified all the parties to the proceedings in question, pursuant to *Article 10 (1) of the Act of 14 June 1960 – Code of Administrative Procedure (consolidated text: Journal of Laws of 2018, item 2096, as amended)*, of their right to comment on the evidence and materials collected and the requests made.

INSTRUCTION

The parties have the right to appeal against this decision to the Minister of Maritime Economy and Inland Waterways, through the Governor of the Zachodniopomorskie Voivodeship, within 14 days from the date of delivery of this decision.

During the time for submitting the appeal, a Party may waive the right to appeal against the public administration authority which issued the permit. The decision shall become final and binding on the date the public administration authority receives the statement of waiver of the right to appeal from the last of the Parties to the proceedings.

7 ul. WOJEWODY ZACHODNIOPOMORSKIEGO
Director of the Real Property Management Department
mgr inż. Waldemar Okleja
DYREKTOR
Wydziału Gospodarki Nieruchomościami

Recipients:

1. State Water Management
Polish Waters
Regional
Water Management Authority
of Polish Waters
in Szczecin
ul. Tama Pomorzańska 13a
70-030 Szczecin
2. National Support Centre for Agriculture
Regional Office in Szczecin
ul. Matejki 6 B
71-615 Szczecin
3. District Surveyor in Gryfino
(for the register of lands and buildings – final decision)
ul. Sprzymierzonych 4
74-100 Gryfino
4. To files

HAND-OVER REPORT

from the handing over of the real property owned by the State Treasury – State Water Management Polish Waters for lease drawn up on 07.07 2020 by:

- 1. State Water Management Polish Waters - the Regional Water Management Authority in Szczecin**, on behalf of and for the benefit of the State Treasury, represented by: Mr Marek Duklanowski – The Director of the Regional Water Management Authority in Szczecin, acting on the basis of the power of attorney of May 16, 2019, hereinafter referred to as the "**Lessor**"

hereinafter referred to as the "**Lessee**"

§1

The Lessor provides the Lessee, in accordance with the provisions of the Annex to the lease agreement No. _____ concluded between the Parties, real property constituting a plot of land with registry number. precinct number _____, Osinów Dolny located in Osinów Dolny, commune of Cedynia, district of Gryfino, Zachodniopomorskie Voivodeship with an area of ha, no Land and Mortgage Register, and the Lessee accepts the described property for lease.

§2

The Lessee declares that the condition of the leased real property as well as the boundaries of the plot of leased real property are known to it and it does not raise any objections to their course.

§3

This record has been drawn up in two identical copies, one copy for each Party.

Lessor

Lessee