



DEPARTMENT OF THE ARMY
ST. LOUIS DISTRICT CORPS OF ENGINEERS
1222 SPRUCE STREET
ST. LOUIS, MISSOURI 63103-2833

**Notice of Availability DACW43-1-18-091
For Agricultural purposes at WAPPAPELLO
Wayne County, Missouri
The opening will be held at 1:00 pm, May 18, 2018 at the:**

**REAL ESTATE DIVISION
1222 SPRUCE STREET, ROOM 4.206
ST. LOUIS, MISSOURI 63103-2833**

For more information or to request a copy of the NOA please contact

**U.S. ARMY CORPS OF ENGINEERS
ST. LOUIS DISTRICT, REAL ESTATE DIVISION
1222 SPRUCE STREET
ST. LOUIS, MISSOURI 63103-2833
314-331-8157**

For questions on acreage, land, conservation practices, crops, pesticides, etc. contact

**U.S. ARMY CORPS OF ENGINEERS
WAPPAPELLO LAKE PROJECT OFFICE
10992 HIGHWAY T
WAPPAPELLO, MISSOURI 63966
573-222-8562**

NOTE: Pre-Bid Conferences will be held at 1:00 PM, CDT, on April 27, 2018, at the Wappapello Lake Project Office. All prospective applicants should read the package carefully and attend the scheduled pre-bid conference.

A copy can also be obtained online at: www.mvs.usace.army.mil/re/NOA/html

NOTICE OF AVAILABILITY TO LEASE GOVERNMENT PROPERTY

Wappapello Lake, Missouri

PAGE 1 OF 10 PAGES

DATED *April 17th, 2018*

NOTICE NO.

DACW43-1-18-091

SEALED APPLICATIONS, IN DUPLICATE,
SUBJECT TO THE CONDITIONS AND TERMS
CONTAINED HEREIN, WILL BE RECEIVED AT
THE OFFICE OF THE DISTRICT ENGINEER,

**US ARMY CORPS OF ENGINEERS
ST. LOUIS DISTRICT
1222 SPRUCE STREET
ATTN: RE-M
ST. LOUIS, MISSOURI 63103-2833**

UNTIL THE TIME OF THE APPLICATION
OPENING AT THE PLACE SET FORTH BELOW:

DATE OF OPENING: 18 May 2018

TIME OF OPENING: 1:00 p.m.

PLACE OF OPENING:

**US ARMY CORPS OF ENGINEERS
ST. LOUIS DISTRICT
1222 SPRUCE STREET
REAL ESTATE DIVISION, Room 4.206
ST. LOUIS, MISSOURI 63103-2833**

ARRANGEMENTS FOR INSPECTION,
SECURING OF INDIVIDUAL TRACT
MAPS, ADDITIONAL COPIES OF
THE NOTICE AND APPLICATION
SHEETS AND ADDITIONAL
INFORMATION MAY BE OBTAINED
AT ANY OF THE BELOW
LISTED OFFICES:

DISTRICT ENGINEER
U.S. ARMY, CORPS OF ENGINEERS
ST. LOUIS DISTRICT
1222 SPRUCE STREET
ATTN: RE-M
ST. LOUIS, MISSOURI 63103-2833

TELEPHONE NO. 314-331-8157

PROJECT MANAGER
U.S. ARMY CORPS OF ENGINEERS
WAPPAPELLO LAKE PROJECT OFFICE
10992 HWY T
WAPPAPELLO, MISSOURI 63966

TELEPHONE NO. 573-222-8562

PROPERTY TO BE LEASED:

NUMBER OF ITEMS: 1
TOTAL ACRES: 32 crop acres
TERM: 7 Months with 5 year renewal option
BEGINNING: May 21, 2018
ENDING: December 31, 2018

WAPPAPELLO LAKE, MISSOURI INSTRUCTIONS TO APPLICANTS

1. INSPECTION INFORMATION: Arrangements for an inspection of the lease units are to be made with the Operations Manager, **Wappapello Lake, 10992 Hwy T, Wappapello, Missouri 63966**. It is the responsibility of each applicant to inspect the tract, read the attached lease (including the Land Use Requirements) and discuss any areas of concern with the Operations Manager.

2. DESCRIPTION: See attached maps for description of the property. The maps are believed to be correct, but any error or omission in the description of the property or on the maps shall not constitute any ground or reason for nonperformance of the provisions and conditions of the lease or claim by the lessee for any refund or deductions from the rental. *All acreages stated in this Notice of Availability are approximate. Prospective applicants should verify the actual useable acreage for each lease unit.*

3. PURPOSE OF LEASING: The property may be leased for agricultural purposes.

4. AUTHORITY OF LAW: The authority of law for the granting of this lease is Title 10, United States Code, Section 2667.

5. TERMS and CONDITIONS of LEASING:

a. Form of Lease

(1) The successful applicant will be required to enter into a lease with the United States substantially in accordance with the copy of the lease form attached hereto.

(2) *Each applicant is to sign a TAXPAYER IDENTIFICATION form. Submit the signed pages with your application. Failure to include the required page may cause disqualification.*

(3) If your application is successful, you will receive an award letter and a copy of the lease executed by the United States. In the event the application is unsuccessful, you will be informed by letter and your uncashed check or money order will be returned.

b. Term. The leases will be for a period of 7 months, and ten (10) days, beginning **May 21, 2018, and ending December 31, 2018** as specified on the application sheet. The period of May 21 to December 31, 2018 will be considered the first year of the lease.

c. Marking and Sealing Applications. **The Notice of Availability number and application opening time must be plainly marked on the sealed envelope in which applications are submitted.**

Inner Envelope Label

NOTICE NO. DACW43-1-18-091
DATE OF OPENING: 18 May 2018
TIME OF OPENING: 1:00 p.m.

SEALED BID – DO NOT OPEN

**US ARMY CORPS OF ENGINEERS
ST. LOUIS DISTRICT
1222 SPRUCE STREET
REAL ESTATE DIVISION, ROOM 4.302
ST. LOUIS, MISSOURI 63103-2833**

Outer Envelope Label

Your Return Address

**US ARMY CORPS OF ENGINEERS
ST. LOUIS DISTRICT
1222 SPRUCE STREET
REAL ESTATE DIVISION, ROOM 4.302
ST. LOUIS, MISSOURI 63103-2833**

d. Combining Lease Units. In the event an application is successful on more than one of the tracts advertised herein, they may be combined in one lease.

e. Late Charges for Overdue Payments.

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of rent. Interest will accrue from the rental due date. An administrative charge to cover the costs of processing and handling each late payment will also be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent per annum on any payment, or portion thereof, more than 90 days past due. The penalty shall accrue from the date of delinquency and will continue to accrue until the debt is paid in full.

f. Payments of Rental. While the term of the lease will be for a 7 months, the period of May 21 to December 31, 2018 will be considered the first year of the lease. Annual rental in excess of \$1000 will be on a semi-annual basis, payable on March 15 and September 15 of each year in advance. The first rental payment must be made as a deposit accompanying the bid.

g. Reservations and Crop Limitations. Lands comprising the project area were purchased with public funds primarily for flood control purposes. The recreational use of the project lands is also recognized. Utilization of these lands is administered as determined to be in the best interest of the public. It is anticipated that certain areas may be required for operational, recreational or other allocated purposes. In the event that it becomes necessary during a season of the lease to remove and convert all or a portion of the leasehold to another use, an equitable adjustment will be made in the rental in accordance with applicable provisions of the lease.

h. Warranty. The property described herein will be leased subject to the provisions and conditions of the Notice of Availability and the attached lease form. The property is now subject to inspection by prospective applicants. Applicants are expected to inspect the property and form their own conclusions as to its suitability for their purposes. The failure of any applicant to make such inspection will not constitute grounds for any claim for adjustment or for the withdrawal of his application after the time of application opening. Arrangements for such inspection may be made with the Operations Manager, **Wappapello Lake**. The Government makes no guaranty or warranty, either expressed or implied, with respect to the property.

IT IS TO BE UNDERSTOOD AND AGREED THAT THERE IS NO WARRANTY OF ANY CHARACTER OTHER THAN THAT EXPRESSLY STATED IN THIS NOTICE OF AVAILABILITY.

6. INSTRUCTION to APPLICANTS:

a. Applicants Subject to These Terms. All applications submitted shall be deemed to have been made with full knowledge of all the terms herein contained.

b. Application Format. *Applications are to be signed and submitted on the application form attached hereto, and must be accompanied with the Taxpayer Identification Form, (see 5.a.(2). above) and the required deposit for each application. (see 6f below.)*

c. Execution of Applications. Each application must give a full address and telephone number of the applicant and be signed with his usual signature. Any additional sheets shall be identified with the applicant's name. An application executed by an attorney or agent in behalf of the applicant shall be accompanied by an authenticated copy of the Power of Attorney, or other evidence of authority to act on behalf of the applicant. If the applicant is a corporation, the CORPORATE CERTIFICATE must be executed. If the application is signed by the secretary of the corporation, the Certificate must be executed by some other officer of the corporation under the corporate seal. In lieu of the Corporate Certificate, there may be attached to the application copies of as much of the records of the corporation as will show the official character and

authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

d. Qualification of Applicants. Applications qualified on an "all or none" basis will not be accepted. Other qualifications on applications which deviate from the terms of the Notice of Availability will be rejected.

e. Additional Information. Additional information required may be obtained from the office of the District Engineer, St. Louis District, Corps of Engineers, Attn: Real Estate Division, 1222 Spruce Street, St. Louis, Missouri 63103-2833, or the office of the Operations Manager, U.S. Army, Corps of Engineers, **Wappapello Lake, 10992 Hwy T, Wappapello, Missouri 63966.**

f. Deposit Required for Annual Rental: No application will be considered unless it is accompanied with a separate deposit for each application. Each unit with an annual rental amount up to \$1,000.00 will require a deposit of the full amount. Any application over \$1,000 annually, a deposit is required in the amount of fifty (50) percent of the annual rental offered for each item. Rents will be paid semi-annual and the deposit will cover the first semi-annual payment. The deposit must be in the form of a **bank draft, certified check, cashier's check or postal money order.** Cash or personal checks will not be accepted. Remittances should be made payable to **FAO, USACE, St. Louis District.** *However, in the event of default by any applicant, that applicant's deposit may be applied by the Government to any Government loss, cost and expense occasioned thereby, including any incurred in leasing the property and any difference between the rental for another lease, if the latter amount is less.* The applicant is liable for the full amount of damages sustained by the Government because of his default; such liability is not limited to the amount of the applicant's deposit. If you are not the successful applicant, your check(s) or money order (s) will be returned uncashed.

7. SUBMISSION of APPLICATIONS: It will be the duty of each applicant to have the application delivered by the time and at the place prescribed in the Notice of Availability. If the application is returned by mail, it is recommended that the application be submitted by Special Delivery or Certified Mail with return receipt for verification of delivery date. If there is any doubt that the mailed application will not arrive at the St. Louis District office on the date and by the time stated in the Notice of Availability, then it should be delivered in person. Applications will be securely kept, unopened. No responsibility will attach for the premature opening of an application not properly addressed and identified.

8. LATE APPLICATIONS, MODIFICATION OR WITHDRAWAL OF LATE APPLICATIONS: The person whose duty it is to open the applications will decide when withdrawal of an application will be considered. Applications may be modified or withdrawn only by written requests received from applicants prior to the time fixed for opening. Negligence in preparing the application confers no right to withdraw the application after it has been opened. *Applications, modifications, or withdrawals received after the time fixed for opening and before award is made will be considered if sent by special delivery or certified mail not later than the 7th calendar day prior to the date specified for receipt of applications* or if sent by mail and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt by said officer.

9. OPENING of APPLICATIONS: At the time fixed for the opening, application contents will be made public.

10. AWARD of LEASE: Leases will be awarded to the highest applicant who is responsive to this Notice of Availability, provided that the applicant is responsible, the application is reasonable, and it is in the interest of the United States to accept it. The rental amount must meet the fair market appraised value as set by the Government.

11. ACCEPTANCE of APPLICATIONS: All applications will remain open for acceptance or rejection for ten (10) days from the date of opening. Notice of award will be given as soon as practicable to the successful applicant or, to a duly authorized representative, in writing at the address indicated in the application.

12. REJECTION of APPLICATIONS: The right is reserved, as the interests of the Government may require, to reject at any time any and all applications, to waive any informality in applications received, and to accept or reject any items of any application unless such application is qualified by specific limitation.

13. THE SHERMAN ANTI-TRUST ACT: The Sherman Anti-trust Act, 15 U.S.C.1, prohibits competitors from entering into any agreement to restrain trade, including price fixing, bid rigging, or bid rotation schemes.

14. DATA REQUIRED by the PRIVACY ACT of 1974: The personal information requested on the Notice of Availability and the lease document, for the lease of Government real property, as authorized by Title 10, USC, Section 2667, is needed and will be used to complete the lease, in the case of the successful offeror, and to contact all offerors. The lease document, containing the lessee's address, will be made available to members of the public upon request. The furnishing, by the offeror, lessee, of his/her telephone number and/or address is voluntary and will have no effect on their offer.

15. DEFAULT: In the event that the successful applicant fails to comply with the terms of this Notice, the Government may declare the applicant in default and retain the deposit as liquidated damages.

APPLICATION
FOR LEASING UNITED STATES REAL PROPERTY AT
WAPPAPELLO LAKE, MISSOURI

DATE

TO: District Engineer
 US Army Corps of Engineers
 St. Louis District
 1222 Spruce Street, RE-M
 St. Louis, Missouri 63103-2833

SIR:

The undersigned, in accordance with your Notice for Availability No. **DACW43-1-18-091** dated April 20, 2018, for the leasing of property at Wappapello Lake, Missouri, and subject to all the conditions and requirements thereof, which, so far as they relate to this application, are made a part of it, proposes to enter into a lease for the property below, and hereby agree(s) to pay the rental set out below:

TERM: All items are for crops, beginning May 21, 2018 and ending December 31, 2018;

NOTE: ALL LEASE UNITS ARE SUBJECT TO THE REQUIREMENTS SET FORTH IN THE LAND USE REGULATIONS

ITEM NO.	LEASE UNIT	TOTAL ACRES	SPECIAL REQUIREMENTS	RENTAL PER YEAR
1	WIGHT'S CEMETERY T28N, R5E, S 3, 24 Tract #494	32	Land Use Regulations	\$ _____

Enclosed are separate money orders or checks, payable to Finance and Accounting Officer, U.S. Army Corps of Engineers, totaling \$_____ to cover the required deposit, which is full payment for each rental amount of up to and including \$1,000 and/or not less than the first semi-annual rental payment if the annual rental amount is over \$1000.00.

I (we) make this application with full knowledge of all the conditions and requirements herein-before set forth, and if this offer is accepted, I (we) agree to promptly execute an appropriate lease, which I (we) understand you will furnish me (us), and return all copies of the same to your office within ten (10) days

from the date it is delivered to me (us). If I (we) fail or refuse to execute and return said lease as aforesaid, the Government may declare this application in default and deposit submitted within support hereof will be retained by the United States as liquidated damages.

(Applications must be signed and returned)

Printed Name

Signature

Street Address

City, State and Zip Code

Date

Telephone No.

Note: If applying as a partnership, the names of the firm or partnership must appear above the signature. The application must then be signed by all of the partners or the application may be signed by any one of the partners as one of the firm, provided the names and addresses of all of the partners are listed on this application.

CORPORATE CERTIFICATE

I, _____, certify that I am the

_____ of the Corporation named as applicant herein;

that _____ of said Corporation; who signed said application on behalf

of the Corporation, was known to me and was then _____ of the Corporation. I

I further certify that said officer was acting within the scope of the powers delegated to this officer by

the governing body of the Corporation in executing this instrument.

SEAL _____

(signature/title)

TAXPAYER IDENTIFICATION NUMBER
Wappapello Lake, Missouri

This Taxpayer Identification Sheet contains information subject to the Privacy Act of 1974 as amended.

ACCESS TO SOCIAL SECURITY NUMBERS- Notwithstanding section 552a of title 5, United States Code, creditor agencies to which a delinquent claim is owed, and their agents, may match their debtor records with the Social Security Administration records to verify name, name control, Social Security number, address, and date of birth.

Reference 31 U.S.C. § 7701 (c) each person doing business with a Federal agency must furnish to that agency such person's taxpayer identifying number and Section 4 of the Debt Collection Act of 1982 (Public Law 97-365, 96 Stat. 1749, 26 U.S.C. 6103 note).

As required by law, please provide your "taxpayer identification number" in the space below. For individuals, this number is most likely your social security number. Corporations and other entities should also have a tax I.D. number.

Your are hereby notified that this taxpayer identification number will be used for purposes of collecting and reporting on any delinquent amounts arising out of your relationship with the Army. Should delinquent amounts have to be written off, the number will be used to generate a IRS Form 1099-C reporting this as income to you. In addition, should this office pay money to you that is considered income, the number will be used to generate an applicable IRS Form 1099.

This office may not conduct business with you unless such number is provided.

Taxpayer identification number: _____

Signature: _____

Printed name: _____

(Must be signed and returned)

**DEPARTMENT OF THE ARMY LEASE
FOR AGRICULTURAL OR GRAZING PURPOSE
LOCATED ON
WAPPAPELLO LAKE
WAYNE COUNTY, MISSOURI**

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and (Lessee name and address), hereinafter referred to as the Lessee,

WITNESSETH:

That the Secretary, by authority of Title 10, United States Code, Section 2667, and for the consideration set forth herein, hereby leases to the Lessee the property hereinafter identified as (area) and shown in Attachment "A", attached hereto and made a part hereof, hereinafter referred to as the premises, for agricultural purposes covering Part of Tract Nos. #494 in Wayne County, Missouri, and in accordance with the land use regulations identified in Exhibit "B", which is attached hereto and made a part hereof.

1. TERM

Said premises are hereby leased for a term of Seven (7) months, ten (10) days beginning May 21, 2018 and ending December 31, 2018, but revocable at will by the Secretary. The period May 21, 2018 to December 31, 2018 will be considered the first year of the lease. This lease may be renewed for a second five-year term at the option of the government, but a review and update of the annual rental will occur at the end of the first five years.

2. CONSIDERATION

a. The Lessee shall pay rental in advance to the United States in the amount of _____ and NO/100 DOLLARS (\$_____) (annually or semi-annually), payable in advance on 21 May and 15 September 2018, to the order of "**Finance and Accounting Officer, USACE, St. Louis District**", and delivered to the **U.S. Army Engineer District, St. Louis, ATTN: CEMVS-RE(FC), 1222 Spruce Street, St. Louis, Missouri 63103-2833.**

b. All rent and other payments due under the terms of this lease must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt

Collection Act of 1982, (31 U.S.C. Section 3717). This statute requires the imposition of an interest charge for the late payment of debts owed to the United States; an administrative charge to cover the costs of processing and handling delinquent debts; and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of rent. Interest will accrue from the due date. An administrative charge to cover the cost of processing and handling each late payment will also be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of delinquency and will continue to accrue until the debt is paid in full.

(3) All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to **(Lessee's name and address)**, and, if to the United States, to the **District Engineer, Attention: Chief, Real Estate Division, U.S. Army Corps of Engineers, St. Louis, District, 1222 Spruce Street, St. Louis, Missouri 63103-2833**, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

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

5. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer, St. Louis District, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

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

7. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

8. TRANSFERS AND ASSIGNMENTS

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

9. PROTECTION OF PROPERTY

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

10. RENTAL ADJUSTMENT

In the event the United States revokes this lease or in any other manner materially reduces the leased area or materially affects its use by the Lessee prior to the expiration date, an equitable adjustment will be made in the rental paid or to be paid under this lease. Where the said premises are being used for farming purposes, the Lessee shall have the right to harvest, gather and remove such crops, as may have been planted or grown on the said premises, or the District Engineer may require the Lessee to vacate immediately and, if funds are available, compensation will be made to the Lessee for the value of the remaining crops. Any adjustment of rent or the right to harvest, gather, and remove crops shall be evidenced by a written supplemental agreement, executed by the District Engineer; PROVIDED, however, that none of the provisions of this paragraph shall apply in the event of revocation because of noncompliance by the Lessee with any of the terms and conditions of this lease and in that event the remaining crops shall become property of the United States upon such revocation.

11. RIGHT TO ENTER AND FLOOD

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

12. INDEMNITY

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

13. RESTORATION

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

14. NON-DISCRIMINATION

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

15. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the

Lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with the use of the premises by the Lessee.

16. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development of Federal lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the premises from activities that would interfere with the lessee's operations or would be contrary to local law.

17. TERMINATION

This lease may be terminated by the Lessee at any time by giving at least sixty (60) days notice thereof, in writing, to the District Engineer. In the case of such termination, no refund by the United State of any rental previously paid shall be made and payment in full of all rent becoming due during the period of notice will be required. In the event the effective date of termination occurs after the start of the grazing, planting or harvesting season as specified in the Land Use Regulations, any rent due for the balance of the annual term, or the rental due for the remaining term if the lease is for less than one year, shall be due and payable on or before the date of such termination.

18. PROHIBITED USES

a. Certain soil conservation practices may be required by the land use regulations which are identified as rental offsets. By acceptance of such offsets, the Lessee agrees that he will not accept any Federal or State cost-sharing payments or subsidies for the same soil conservation practices.

b. The lessee shall not construct or place any structure, improvement or advertising sign or allow or permit such construction or placement without prior written approval of the District Engineer.

19. PROTECTION OF NATURAL RESOURCES

The Lessee shall use the premises in accordance with the attached Land Use Regulations and shall at all times: (a) maintain the premises in good condition and free from weeds, brush, washes, gullies and other erosion which is detrimental to the value of the premises for agricultural purposes; (b) cut no timber, conduct no mining operations, remove no sand, gravel or kindred substances from the premises; (c) commit no waste of any kind nor in any manner substantially change the contour or condition of the premises except changes required to accomplish soil and water conservation measures as may be authorized by said officer.

20. DISPUTES

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

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c. (2) below. The routine request for rental payments that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

c. (1) A Claim by the Lessee shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the District Engineer.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that--

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

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

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

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by --

(i) a senior company official in charge at the Lessee's location involved; or

(ii) an officer or general partner of the lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For lessee-certified claims over \$100,000, the District Engineer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

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

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

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

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

21. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the premises against pollution of its air, ground, and water. The Lessee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this lease. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from activities of the lessee, the Lessee shall be liable to restore the damaged resources.

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

22. HISTORIC PRESERVATION

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

23. SOIL AND WATER CONSERVATION

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

24. TAXES

Any and all taxes imposed by the state or its political subdivisions upon the property or interest of the Lessee in the premises shall be promptly paid by the Lessee. If and to the extent that the property owned by the Government is later made taxable by State or local governments under an Act of Congress, the lease shall be renegotiated.

25. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

26. OFFICIALS NOT TO BENEFIT

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

27. SEVERAL LESSEES

If more than one Lessee is named in this lease the obligations of said Lessees herein named shall be joint and several obligations.

28. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modifications of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this lease.

29. DISCLAIMER

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

30. EXECUTIVE ORDER 13658

It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

31. EXECUTIVE ORDER 13706

It has been determined this contract is not subject to Executive Order 13706 or the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

THIS LEASE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by direction of the Secretary of the Army, this _____ day of _____, 2018.

Jaclyn C. Wittenborn
Chief, Real Estate Division
U.S. Army Corps of Engineers
St. Louis District

THIS LEASE is also executed by the Lessee this _____day of _____, 2018.

Lessee

Street Address

City, State, Zip

ACKNOWLEDGMENT

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 2014, before me the undersigned Notary Public, personally appeared _____, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

STATE OF _____)
 : ss
CITY OF _____)

On this _____ day of _____, 2014, before me the undersigned Notary Public, personally appeared Timothy J. Nelson, Chief, Real Estate Division, U.S. Army Engineer District, St. Louis, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT "A"
LAND USE REQUIREMENTS
For
Agricultural Leases
Wappapello Lake, Missouri

1. GENERAL

a. The Government, in striving to manage and protect environmental features on project lands has developed the following Land Use Requirements. These requirements incorporate concepts of good land management and wildlife protection to promote sustained benefits to users of project lands. The intent of this agricultural lease is to use conventional farming practices to achieve wildlife management goals.

b. The Lessee agrees to furnish all equipment, seed, fertilizer, pesticides, and other materials and services as detailed in this lease. The lessee will conduct all farming operations in accordance with the lease. All operations shall be accomplished in a timely manner without further notice and at no expense to the Government unless otherwise provided.

c. No livestock will be permitted on leased sites.

d. All leased areas are available for public use for hunting and fishing. In the event problems occur due to public use of the leased area, the lessee will contact the Operations Manager or his/her representative to arrive at a mutually agreeable solution.

e. The lessee will conduct operations in a manner that will subject wildlife to the least possible disturbance on or adjacent to the leased area.

f. The lessee shall notify the Operations Manager or his/her representative prior to the start of any farming activities.

g. The Lessee will conduct all farming operations in accordance with the planting and work schedule (see paragraph 17). The crop rotation plan may be modified by the project Operations Manager upon application by the Lessee in the event of crop failure or other unusual circumstances warranting such modification. Changes will only be granted due to natural conditions which prevent the planting of, or sustained growth of the scheduled crop. Time constraints, equipment problems, and other non-natural issues will not be acceptable as reasons for failure to plant or harvest crops in accordance to the lease or to request a change to the planting and work schedule.

NOTE: The Lessee may not enter into any current or future farm subsidy programs based on

the leases to be issued under this Invitation for Bids without prior written permission from the St. Louis District. Lessee may participate in United States Department of Agriculture (U.S.D.A.) programs provided that they are in compliance with the terms of the lease and with the requirements of the Corps land use management plan. Said compliance shall be regardless of whether the lease terms and management plans are compatible with the requirements of the U.S.D.A. program. These lands are not eligible for enrollment in CRP, CREP or similar programs.

2. **INSPECTION** – The Operations Manager or his/her representative reserves the right to inspect each lease for compliance with the lease terms. Project personnel will complete regular inspections.

3. **DAMAGE TO GOVERNMENT PROPERTY** – The lessee shall be responsible for restoring and/or repairing any Government lands damaged during planting, cultivation, harvesting, or any other activities. This also applies to any damage done to gates, fence posts, fencing, buffer strips, trees, or any other damage caused by the lessee. Any such damage will be repaired or replaced at no cost to the Government. If the lessee fails to complete repairs/replacement to the satisfaction of the Government, the Government may by contract or otherwise, perform the repair/replacement and charge the lessee any cost incurred by the Government that is directly related to the performance of such repair/replacement.

4. **EQUIPMENT AND DEBRIS REMOVAL** – All debris, such as seed and fertilizer bags, herbicide containers, miscellaneous refuse, etc., shall be removed from government property at the end of each day. All equipment shall be promptly removed from the area immediately after planting and harvesting operations are complete, unless otherwise approved in writing by the Operations Manager. Any equipment not approved for remaining on the lease after harvest may be impounded. The lessee may be charged a \$50 impoundment fee and may be subject to penalties outlined in the collateral forfeiture pursuant 36 CFR Part 327 of the Code of Federal Regulations. All down timber or debris on entrance roads or in leased crop acreage must be removed and placed along fence rows or field borders prior to field preparation. The lessee shall not burn trash, stubble, debris, or other crop residue, subject to penalties outlined in the collateral forfeiture pursuant 36 CFR Part 327 of the Code of Federal Regulations. The lease holder shall be held responsible for all violations, including those committed by employees or contractors working on the lessee's behalf.

5. **KEYS AND LOCKS – ACCESS** – The Operations Manager/Project will be responsible for supplying padlocks for one (1) government owned field access gate. There is one gate for the lease area. Lessee will coordinate with Wappapello Lake Environmental Stewardship personnel for access.

6. **LAND USE REQUIREMENTS VIOLATIONS** - In the event the lessee violates one or more of the Land Use Requirements contained herein the Lessee will pay the Government upon demand \$100 administrative costs plus actual cost, in satisfaction of liquidated damages, an amount to be documented by the said officer and a bill for same will be presented to the Lessee. Any violation of the lease terms or use of the leased area for other than purposes authorized by the lease agreement may result in revocation of the lease. The lease holder shall

be held responsible for all violations, including those committed by employees or contractors working on the lessee's behalf.

7. PRE-WORK CONFERENCE – Each year the lessee must attend a pre-work conference prior to any operations. The conference will be held at the Wappapello Lake Project Office. The lessee is the only person whom the Corps will correspond with in writing and verbally. This responsibility may not be delegated by the lessee. The following shall be submitted by the lessee at the pre-work conference:

- a. A list of telephone numbers at which the lessee may be contacted.
- b. A list of all employees who may access the leased area.
- c. Completed Pre-Use application forms for all pesticides proposed to be used on the lease area.

8. ACCESS

a. Access to or across Government-owned land shall be by routes designated by the Operations Manager. The lessee must use only the routes designated as field access roads. Field buffer strips and waterways will not be used for travel or access.

b. Maintenance of field access roads is the responsibility of the lessee. These roads will not be planted in crops and shall be maintained at a minimum of twenty feet in width. Field access roads that are not gravel surfaces will be maintained with a vegetative cover where possible.

c. Field access road and gate width must be taken into consideration when bidding. Field access roadways will not be widened by the Government beyond their existing widths at the time of bid acceptance. No new roads shall be constructed without prior approval of the Operations Manager.

9. LIME AND FERTILIZER REQUIREMENTS

a. Fertilizer shall be applied at or above the rate specified in the soil test for the crop specified in the planting and work schedule.

b. Lime shall be applied to maintain the soil at or above the rate specified in the soil test.

c. Field border strips are excluded from the fertilizer and lime requirements.

10. WEED CONTROL – Weeds may be controlled through cultivation, herbicide application, proper seedbed preparation, proper planting depths, narrower row widths, or a

combination of these. If any vegetation identified as a noxious weed under Federal or State noxious weed laws is present, the lessee shall be responsible to effectively control growing weeds during the recommended time frames to control or prevent future re-infestation. Chemical treatment of noxious weeds must be approved by the Operations Manager and accomplished as recommended by the local extension agency.

11. USE OF PESTICIDES

- a. The Government is required to monitor the use of pesticides on property under its jurisdiction. The use of pesticides will be kept to a minimum.
- b. Pesticides must be used in strict accordance with U.S. Environmental Protection Agency standards and manufacturer's label.
- c. All pesticide mixing shall be performed off of government property. Any spills or accidents shall be immediately reported to the Operations Manager or his representative and properly cleaned up. If a lessee is unable to perform a cleanup of a spill, the Corps will contract out cleanup services and bill the lessee.
- d. Pesticides labeled as **Restricted Use** pesticides **SHALL** be used on government property only with prior approval from the Operations Manager and his/her representatives.
- e. Insecticide use will not be permitted unless deemed absolutely necessary by the local extension service and approved in writing by the Operations Manager.
- f. Any pesticide applied on government land shall be applied by a licensed applicator. Lessees applying pesticides must have a "private applicator's license" issued by the state of Illinois. Alternately, a contracted licensed commercial applicator may be employed.
- g. Prior to use, the Operations Manager or his/her representatives must approve all pesticides in writing. Approval period will take five working days.
- h. The Lessee shall submit a pre-use pesticide application form (See Attachment A) before or during the pre-work conference of each year for any pesticide that may be used on the lease area in that year. Note: Each pre-use pesticide application must be fully completed with the requested information and have a copy of the pesticide applicator's license and safety data sheet (SDS) or manufacturer's label attached.
- i. The lessee shall complete a post use pesticide report (Attachment B) for each chemical used. The post use report will be submitted to the Operations Manager or his/her representative once for recording purposes.

12. **FARMING PRACTICES** – All farming operations, including tillage and fertilization, shall be conducted in accordance with accepted soil conservation practices to prevent excessive

soil erosion, compaction, and rutting and to maintain high soil nutrient levels. All lease areas are encouraged to use minimal tillage or no-till practices. Minimal tillage is defined as one light disking and one cultivation with 30-70 percent of the ground surface covered by crop residue at planting time. No-till is defined as no soil tilled before planting. Foliar herbicides are applied before or at planting to kill vegetation and other herbicides are applied to the soil to stop new weed growth.

13. **ADDITIONAL REQUIRED SERVICES** - In addition to farming in accordance with the planting and work schedule, the lessee is required to provide services on leased land as described below at no additional cost to the government except as provided.

a. Standing Crop Wildlife Food

i. To supplement the food supply for wildlife, ten (10) percent of the corn or grain sorghum crop acres for each lease.

ii. The location of the ten percent standing crop wildlife food will be chosen prior to harvest by the Operations Manager or his/her representative to provide the maximum benefit to wildlife. The lessee shall contact the Operations Manager or his/her representative prior to harvesting for directions on the location of the leave requirements

iii. This condition applies to all leased land. Failure to abide by this requirement will be grounds for revocation of the lease or being billed for the estimated value of the crop based on county acreage yields and market price plus administrative charges.

iv. The standing crop wildlife food will not be disturbed by harvesting, plowing, disking, or mowing until 15 March of the following crop year. After this date, the lessee may harvest the crop remaining in the fields if the field is scheduled to be planted in crops. The lessee may not harvest standing crop wildlife food on fields scheduled to be idle. The lessee will be required to leave the standing crop wildlife food or any remaining unharvested crop on the final year of the lease.

c. Succession Control

i. In order to maintain succession control (i.e. woody encroachment), the lessee is required to mow all designated grass and non-planted areas of the lease to a height of not more than six (6) inches and not less than four (4) inches and woody vegetation up to 1 ½ inch caliper, the lessee will mow grassy areas of access roads and routes, including the center and both sides of the access road to ditch or tree line, not to exceed 10 feet from the roadside, twice annually with the first mowing occurring between June 15 to July 15 and the second occurring between September 1 and 30 September.

ii. Field Border Strips – Wildlife buffer zones and riparian zones are marked in the field. They are not to be farmed or used as turn areas for equipment.

14. **CROP ROTATIONS, MANIPULATIONS AND HARVEST**

a. The lessee shall plant crops in accordance with the schedule outlined in the Planting and Work Schedule.

b. The lessee shall leave all crop residue and grain lost during harvesting operations. There shall be no tilling, disking, or other soil disturbances between 30 October and 1 April.

ATTACHMENT
A



LEGEND

-  Wappapello Boundary
-  Access Roads
-  Lease Boundary
-  Riparian Buffer

ITEM #4
WIGHT CEMETERY
Contract #

FIELD ACRES - 32
T28N, R5E, S 3, 24
Tract #'s 494

EXHIBIT A

ATTACHMENT B

PRE-USE PESTICIDE APPLICATION

Contract/Lease/Easement Number - _____

Compartment # / Area of Application _____

Contractor/Lessee/Easement Holder _____

Address _____

City _____

Phone Number _____

Pesticide (Trade Name) _____

Active Ingredients _____

Target Pest _____

Pesticide EPA Registration Number _____

EPA Classification _____ General Use _____ Restricted Use

Treatment Method:

Foliar _____

Aerial spraying _____

Cut surface _____

Basal spray _____

Additional Remarks _____

****NOTE: Photocopies of pesticide license and chemical label must be submitted with pre-use application.**

Submitted By: _____

Date: _____

Signature of applicator

Recommend Approval _____

Recommend Disapproval _____

Date: _____

Recommending Natural Resource Specialist

Approved _____

Disapproved _____

Date: _____

Approving Official

Reason for disapproval: _____

ATTACHMENT C

POST-USE PESTICIDE REPORT

Contract/Lease/Easement Number - _____

Compartment # / Area of Application _____

Contractor/Lessee/Easement Holder _____

Address _____

City _____

Phone Number _____

Pesticide (Trade Name) _____

Active _____

Ingredients _____

Target _____

Pest _____

Pesticide EPA Registration _____

Number _____

EPA Classification _____

General Use _____

Restricted Use _____

AMOUNT APPLIED _____

Number of acres applied on _____

Additional Remarks _____

Applicator license number _____

Licence expiration date _____

License type _____

Signature of applicator

Date

Signature of lessee

Date