



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

**Notice of Availability DACW43-9-16-11
For Agricultural purposes at Wappapello Lake
Wayne County, Missouri
The opening will be held at 1:00 pm, March 15, 2016, 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
314-331-8166**

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: A Pre-Bid Conferences will be held at 1:00 PM, CDT, on February 25, 2016 and at 8:00 AM, CDT, on March 8th, 2016 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: *February 15, 2016*

NOTICE NO.

DACW43-9-16-11

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: *March 15, 2016*

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. 314-331-8166

OPERATIONS MANAGER
U.S. ARMY CORPS OF ENGINEERS
WAPPAPELLO LAKE PROJECT OFFICE
10992 HIGHWAY T
WAPPAPELLO, MO 63966

TELEPHONE NO. 573-222-8562

PROPERTY TO BE LEASED:

NUMBER OF ITEMS: 6
TOTAL ACRES: 860 crop acres
TERM: 2 years, 8 months
BEGINNING: April 1, 2016
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 Highway T, Wappapello, MO 63966**. It is the responsibility of each applicant to inspect the tracts, 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 Two (2) years, eight (8) months beginning **April 1, 2016, and ending December 31, 2018** as specified on the application sheet.

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. DACW43-9-16-11
DATE OF OPENING: March 15, 2016
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 4.206
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 4.206
Attn: Bob Burick
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 2 years, 8 months, the period of April 1 to December 31, 2016 will be considered the first year of the lease. Annual rental in excess of \$1,000 will be on a semi-annual basis, payable on April 1 and October 1 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 Highway T, Wappapello, MO 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 unit over \$1,000.00 annually, a deposit is required in the amount of fifty (50%) percent of the annual rental offered for each item. 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: Applicants will be chosen based upon the highest bidder 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.

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. **DACW43-9-16-11**, dated **February 15, 2016**, 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/hay, beginning April 1, 2016 and ending December 31, 2018;

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

ITEM NO.	LEASE UNIT	TOTAL ACRES	SPECIAL REQUIREMENTS	ANNUAL RENTAL
1	Military Road T29N, R5E, S1, S2, S11 & S12	140	Land Use Requirements	\$_____
2	King Green Place T29N, R5E, S15 & S16	43	Land Use Requirements	\$_____
3	Clarks Creek T29N, R5E, S16, S17, & S20	121	Land Use Requirements	\$_____
4	Holmes Bottom T29N, R5E, S21, S22, & S27	191	Land Use Requirements	\$_____

5	Horhouse T29N, R5E, S26 & S35 T28N, R5E, S2	210	Land Use Requirements	\$ _____
6	Costner Bottoms T28N, R5E, S11, S13, & S14	155	Land Use Requirements	\$ _____

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 \$1,000.00 and/or not less than fifty percent (50%) deposit for each rental amount over \$1,000.00.

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 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 an IRS Form 1099-C reporting this as income to you. In addition, should this office pay money to you that are 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 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 Exhibits "A-1", "A-2", "A-3", "A-4", "A-5", "A-6" attached hereto and made a part hereof, hereinafter referred to as the premises, for **agricultural purposes**, covering Part of Tract Nos. _____ in Wayne County, Missouri, and in accordance with the land use requirements identified in Exhibit "B", which is attached hereto and made a part hereof.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of **Two (2) years and (8) months** beginning April 1, 2016 and ending December 31, 2018, but revocable at will by the Secretary. The period April 1, 2016 to December 31, 2016 will be considered the first year of the lease. This lease may be renewed for an additional 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 term.

2. CONSIDERATION

a. The Lessee shall pay cash rental in advance to the United States in the amount of _____ and No/100 DOLLARS (\$_____), payable annually or semi-annually, on April 1 and October 1, 2016, 2017, and 2018, to the order of "**FAO, USACE, St. Louis District**", and delivered to the **U.S. Army Corps of Engineers, Attention: CEMVS-RE, 1222 Spruce Street, St. Louis, Missouri 63103-2833**.

b. The Lessee must comply with the terms and conditions identified in the Land Use Requirements attached as Exhibit "B". This lease may be terminated if the Lessee fails to comply with the terms and conditions of, or is in default under, the Land Use Requirements attached as Exhibit "B". Failure to comply with the Land Use Requirements will also be considered non-payment of consideration.

c. Any 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.

- (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 name and address*), and, if to the United States, to the **U.S. Army Corps of Engineers, Attention: CEMVS-RE, 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 States 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 planting or harvesting season as specified in the Land Use Requirements, 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. Failure of the Lessee to comply with any of the Land Use Requirements identified in Exhibit "B" shall be considered grounds to terminate the lease.

18. PROHIBITED USES

a. Certain soil conservation practices may be required by the land use requirements 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

Any reference in this section to “prime contractor” or “contractor” shall mean the Lessee and any reference to “contract” shall refer to the Lease.

The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

(b) Minimum Wages. (1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor

costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

(c) Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

(e) The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

(f) Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

(g) Payroll Records. (1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number.

(ii) The worker's occupation(s) or classification(s)

(iii) The rate or rates of wages paid.

(iv) The number of daily and weekly hours worked by each worker.

(v) Any deductions made; and

(vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

(h) The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier

subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

(i) Certification of Eligibility. (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

(k) Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

(l) Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth

in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

(m) Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

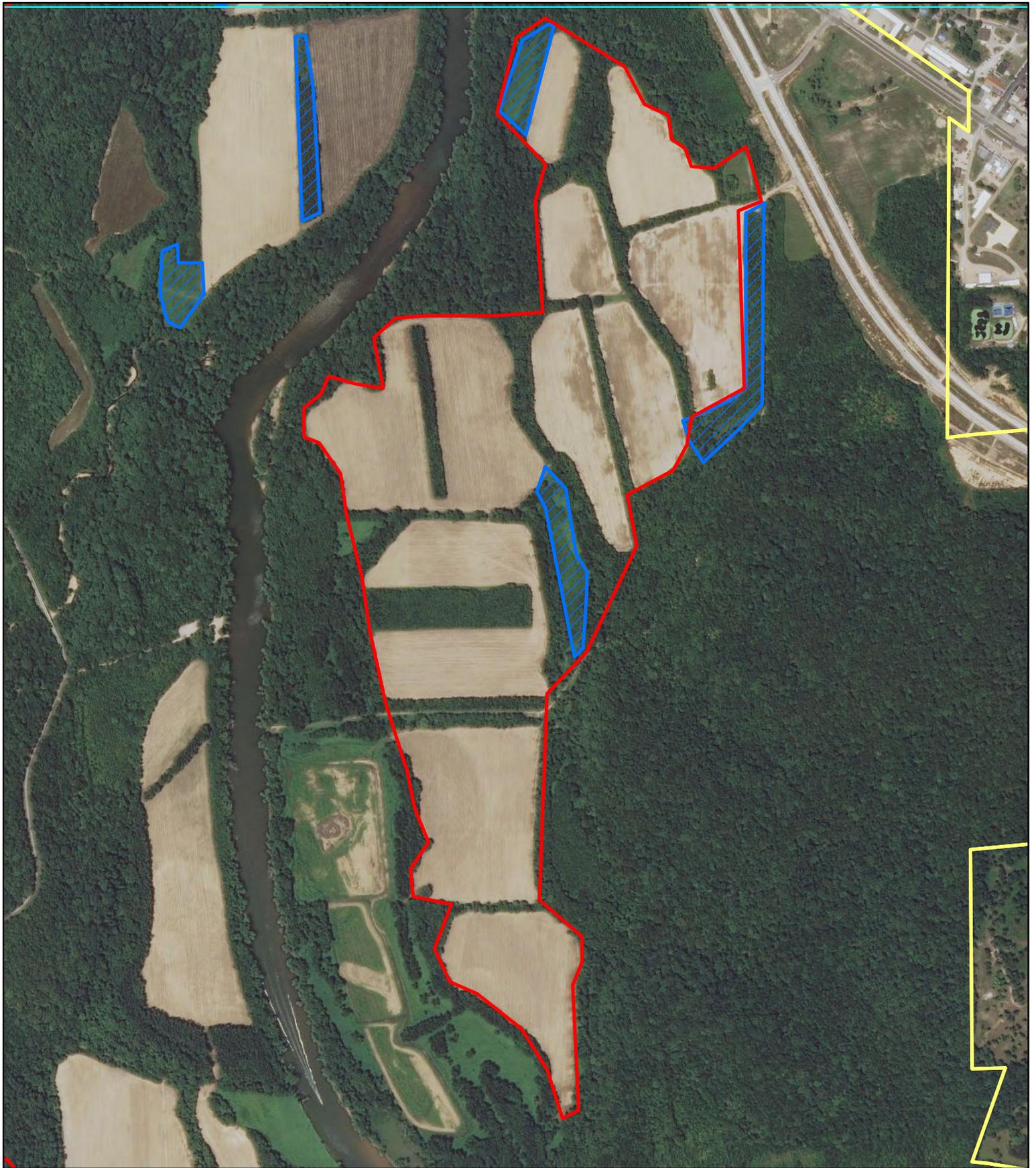
THIS LEASE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by direction of the Secretary of the Army, this _____ day of _____, 2016.

M. Lynn Hoerner
Real Estate Contracting Officer

THIS LEASE is also executed by the Lessee this _____ day of _____, 2016.

Lessee



LEGEND

 Lease Boundary

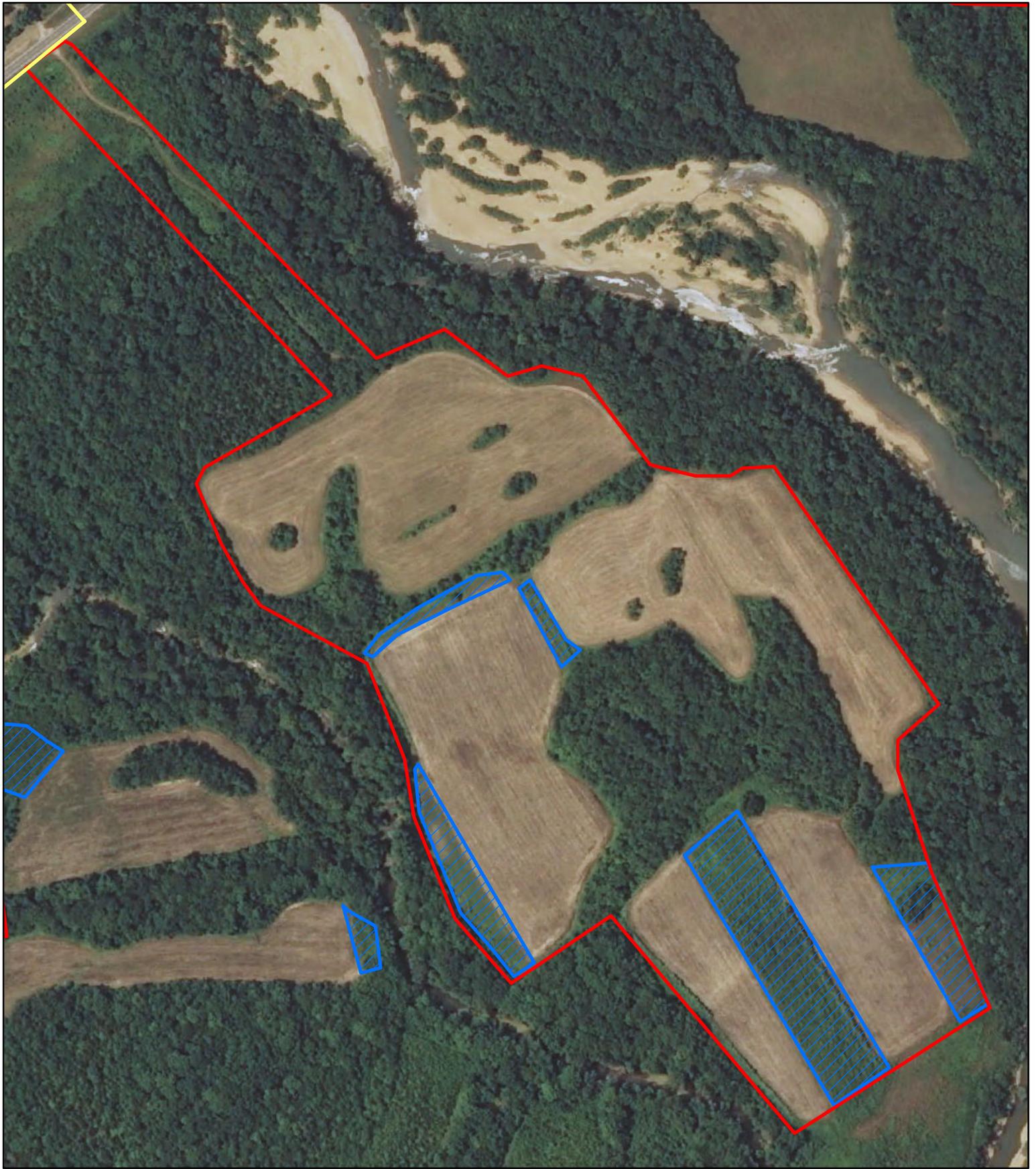
 Riparian Buffer

 Wappapello Boundary

ITEM #1
MILITARY ROAD

FIELD ACRES - 140
T29N, R5E, S1, 2, 11, 12
Tract #'s 569, 570, 573, 574

EXHIBIT A-1

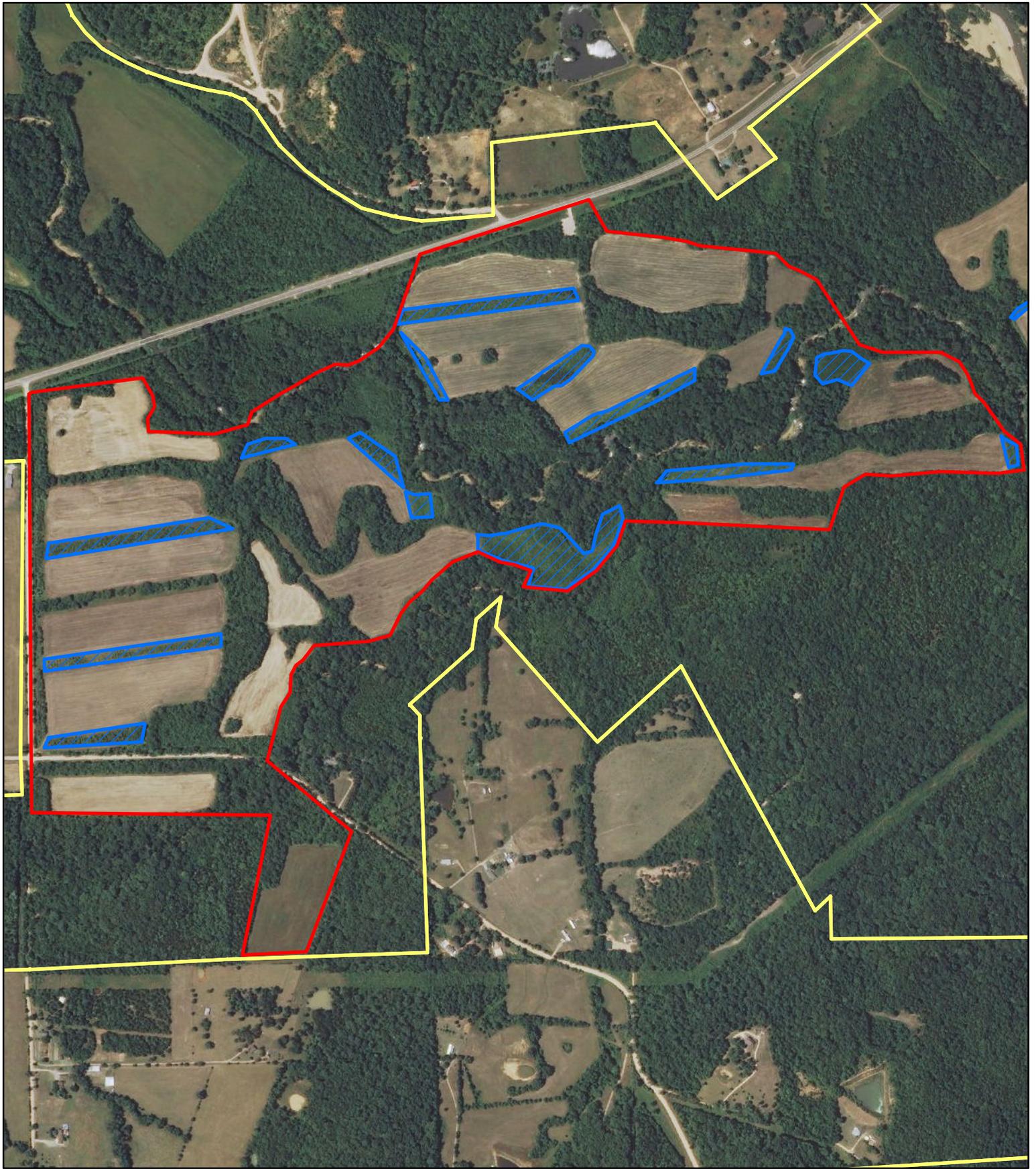


LEGEND

-  Lease Boundary
-  Riparian Buffer
-  Wappapello Boundary

ITEM # 2
KING GREEN PLACE

FIELD ACRES - 43
T29N, R5E, S15, 16,
Spanish Land Grant # 847
Tract #'s 653

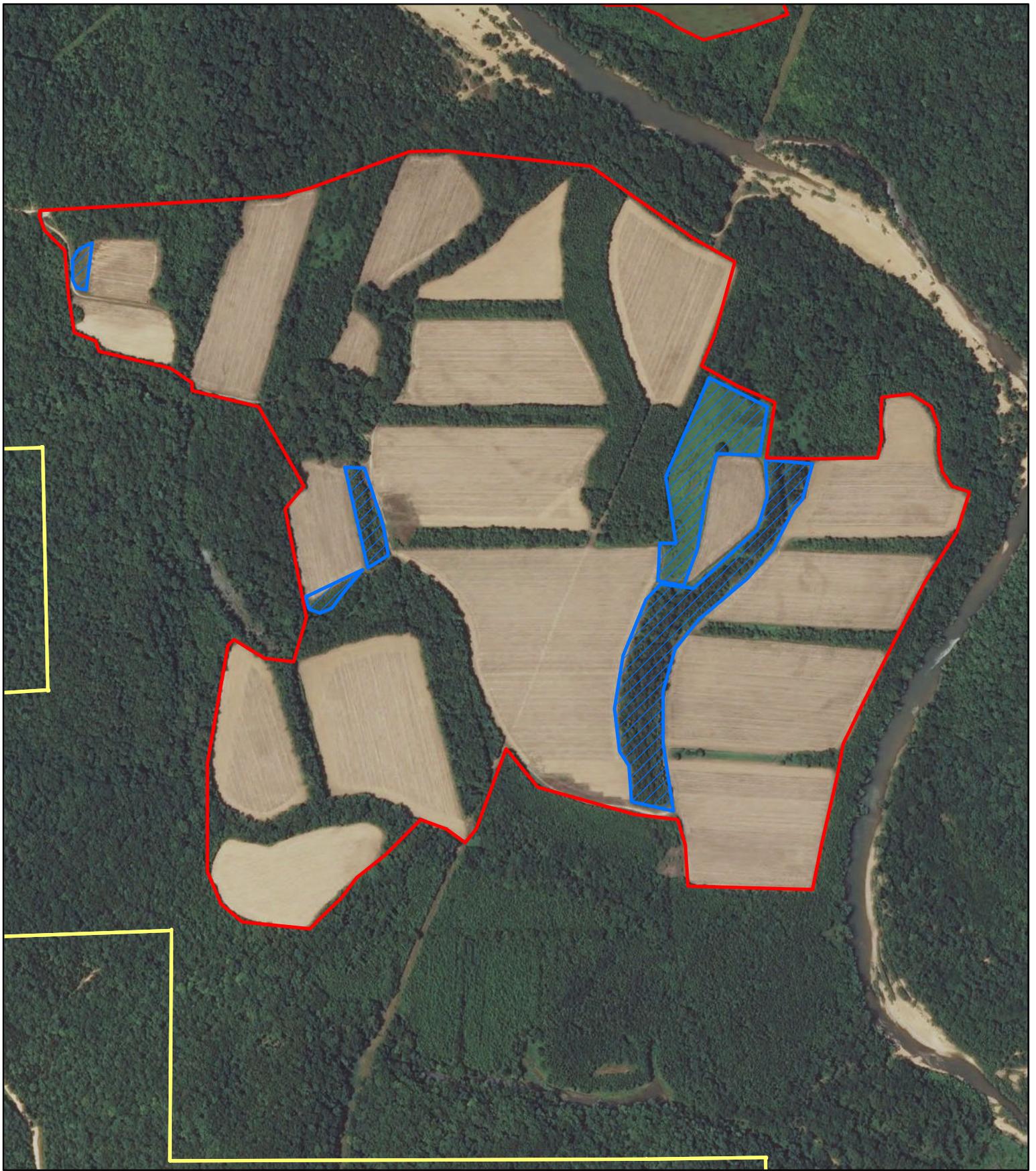


LEGEND

-  Lease Boundary
-  Riparian Buffer
-  Wappapello Boundary

ITEM # 3
CLARKS CREEK

FIELD ACRES - 121
T29N, R5E, S16, 17, 20
Spanish Land Grant # 847
Tract #'s 653, 653A, 654, 655, 674



LEGEND

 Lease Boundary

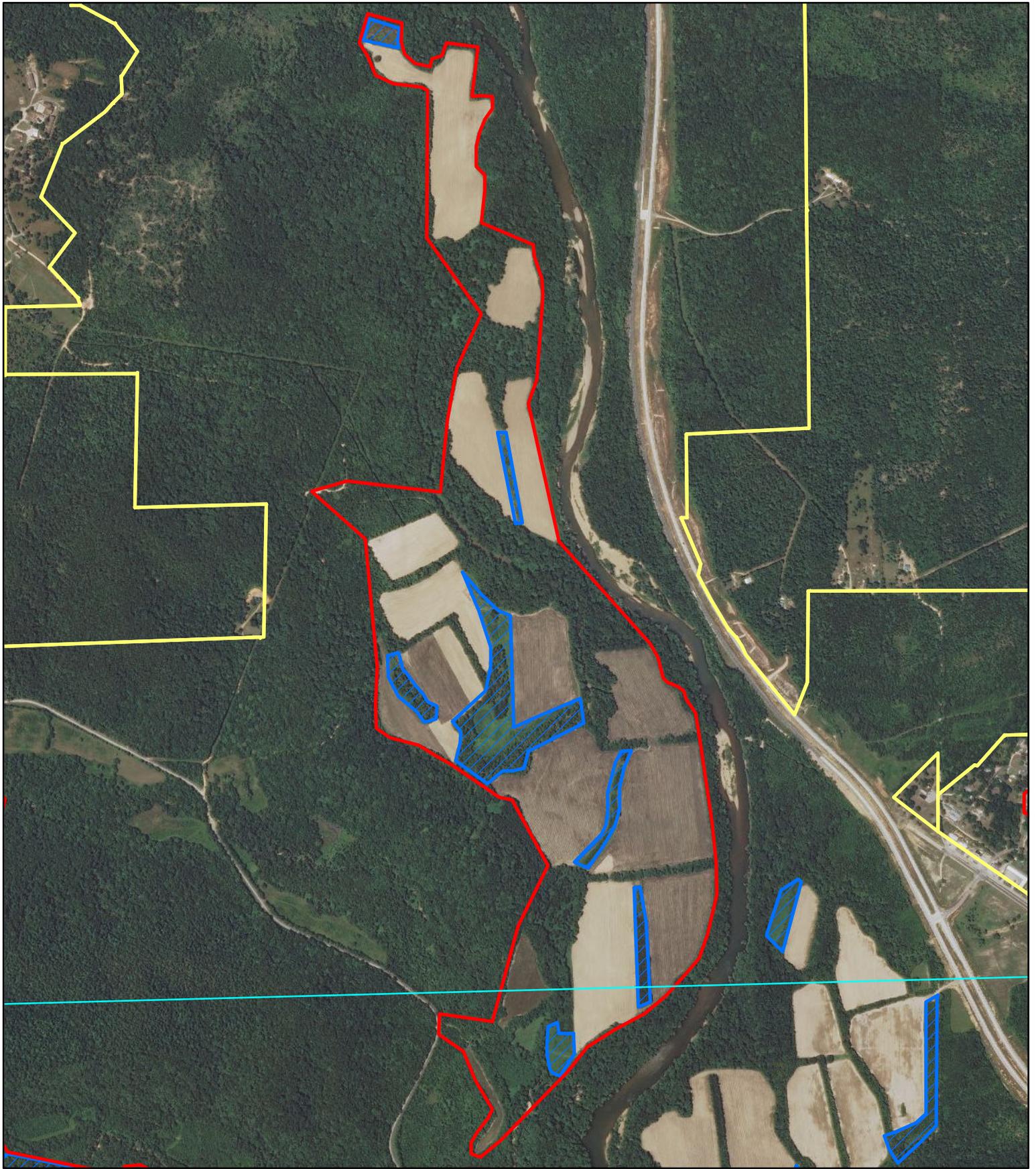
 Riparian Buffer

 Wappapello Boundary

ITEM # 4
HOLMES BOTTOMS

FIELD ACRES - 191
T29N, R5E, S21, 22, 27
Tract #'s 705, 706, 708

EXHIBIT A-4

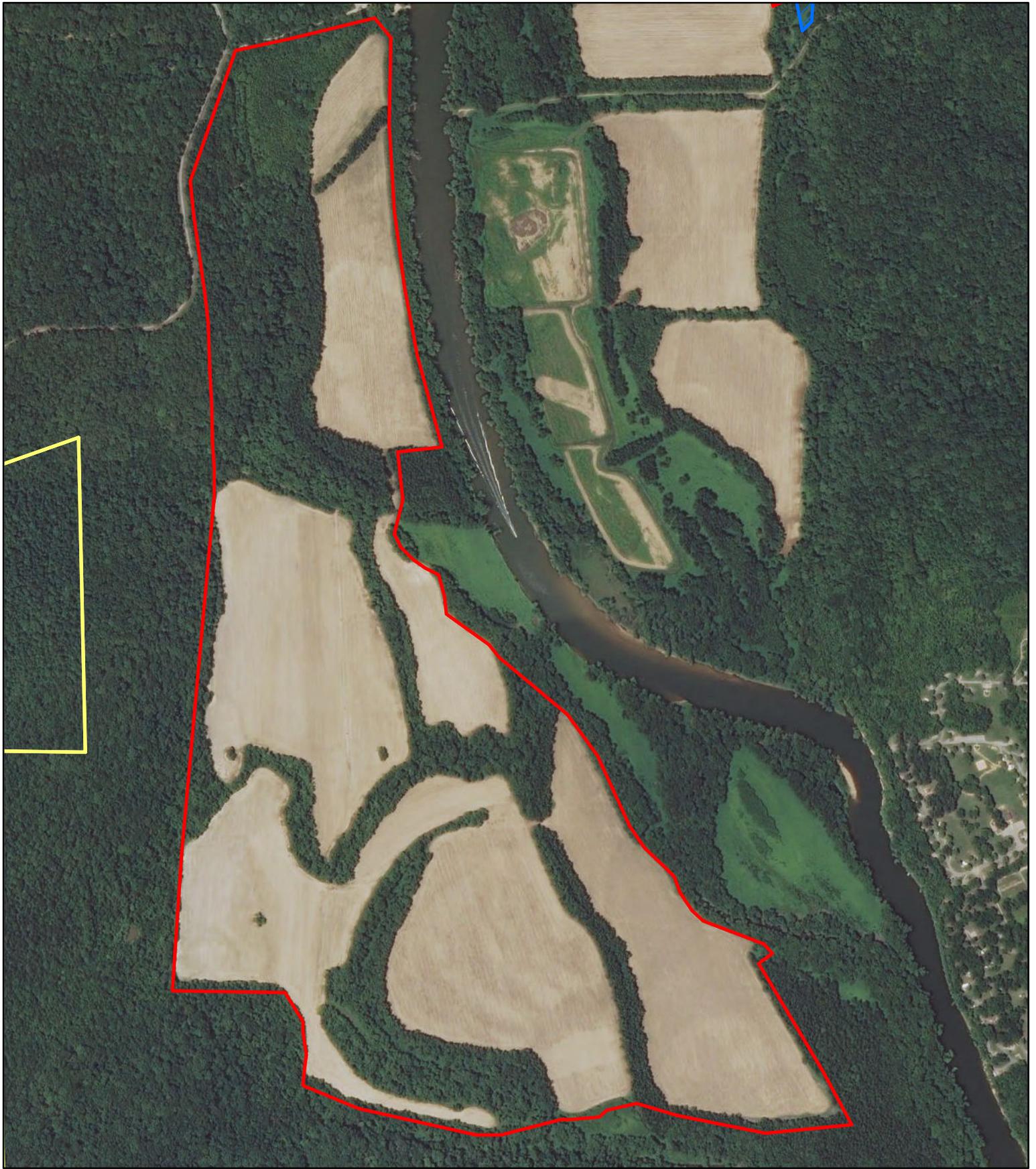


LEGEND

-  Lease Boundary
-  Riparian Buffer
-  Wappapello Boundary

ITEM # 5
HORHOUSE

FIELD ACRES - 210
T29N, R5E, S26, 35
T28N, R5E, S2
Tract #'s 540, 720, 721, 723, 724



LEGEND

-  Lease Boundary
-  Riparian Buffer
-  Wappapello Boundary

ITEM # 6
COSTNER BOTTOMS

FIELD ACRES - 155
T28N, R5E, S 11, 13, 14
Spanish Land Grant #727
Tract #'s 568, 582