

**DEPARTMENT OF THE ARMY LEASE
FOR AGRICULTURAL OR GRAZING PURPOSES
LOCATED ON
LAKE SHELBYVILLE
SHELBY & MOULTRIE COUNTIES, ILLINOIS**

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and _____ (**NAME**), _____ (**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 in **Exhibit "A" as _____ (LEASED AREAS LAND DESCRIPTIONS)** attached hereto and made a part hereof, hereinafter referred to as the premises, for **agricultural purposes**, and in accordance with the land use requirements identified in **Exhibit "B"**, which is attached hereto and made a part hereof.

1. TERM

Said premises are hereby leased for one term of **four (4) years, nine (9) months, and fifteen (15) days**, beginning **16 March 2020 and ending 31 December 2024**, but revocable at will by the Secretary.

2. CONSIDERATION

a. As consideration for this lease, the Lessee shall pay cash rental in advance to the United States in the amount of \$ _____ for the _____ Area, payable annually, to the order of FAO, USAED, and delivered to the Chief, Real Estate Division, U.S. Army Corps of Engineers, 1222 Spruce Street, St. Louis, Missouri 63103. Such cash rental shall be offset by the value of work items which shall be accomplished by the Lessee for the maintenance, protection, repair, restoration, and improvement of the leased premises as described in the land use regulations attached as "Exhibit B."

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:

i. 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.

ii. 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.

iii. 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 _____(NAME), _____(ADDRESS) and if to the United States, to the **REAL ESTATE CONTRACTING OFFICER, ATTENTION: REAL ESTATE DIVISION, ST LOUIS DISTRICT, U.S. ARMY CORPS OF ENGINEERS, 1222 SPRUCE STREET, ST LOUIS, MO, 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", "Real Estate Contracting Officer", or "said officer", include their duly authorized representatives. Any reference to "Lessee" shall include any sub-lessees, assignees, transferees, successors and their duly authorized representatives.

5. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER

The use and occupation of the premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer, 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 representation 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 Real Estate Contracting Officer, 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 Real Estate Contracting Officer.

9. COST OF UTILITIES

The Lessee shall pay the cost, as determined by the officer having immediate jurisdiction over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the Lessee, including the Lessee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

10. 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 shall be made therefor by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

11. 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 said premises, or the Real Estate Contracting Officer 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 Real Estate Contracting Officer; 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 any remaining crops shall become property of the United States upon such revocation.

12. 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.

13. 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.

14. 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 therefore, 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.

15. 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.

16. 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 Real Estate Contracting Officer, interfere with the use of the premises by the Lessee.

17. 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 Lessees operations or would be contrary to local law.

18. TERMINATION

The Lessee may terminate this lease at any time by giving at least sixty (60) days' notice thereof, in writing, to the Real Estate Contracting Officer. 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 grazing, 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.

19. 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/she 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 Real Estate Contracting Officer.

20. PROTECTION OF NATURAL RESOURCES

The Lessee shall use the premises in accordance with the attached Land Use Requirements 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.

21. DISPUTES

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. Sections 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 payment 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 to 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 Real Estate Contracting Officer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Real Estate Contracting Officer.

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;
- 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 Real Estate Contracting Officer 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 Real Estate Contracting Officer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The Real Estate Contracting Officer'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 Real Estate Contracting Officer 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 Real Estate Contracting Officer 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 Real Estate Contracting Officer 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 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 Real Estate Contracting Officer.

22. 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.

23. 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.

24. 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 Real Estate Contracting Officer.

25. 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.

26. 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, except 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.

27. 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 there from. 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.

28. 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.

29. 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 other conditions of this lease.

30. EXECUTIVE ORDER 13658

Any reference in this section to "prime contractor" or "contractor" shall mean the Licensee and any reference to "contract" shall refer to the license.

a. 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 \$10.35 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 \$10.35 (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. Anti-retaliation. 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 (and 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.

31. EXECUTIVE ORDER 13706

Any reference in this condition to "prime contractor" or "contractor" shall mean the Grantee and any reference to "contract" shall refer to this license.

a. Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave.

1. The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

2. The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

3. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

c. Withholding. The contracting officer 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 employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

d. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, 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 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. Record keeping.

1. Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, 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 of each employee;
- ii.** The employee's occupation(s) or classification(s);
- iii.** The rate or rates of wages paid (including all pay and benefits provided);
- iv.** The number of daily and weekly hours worked;
- v.** Any deductions made;
- vi.** The total wages paid (including all pay and benefits provided)

- each pay period;
- vii.** A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- viii.** A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- ix.** Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- x.** A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- xi.** Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
- xii.** Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
- xiii.** The relevant covered contract;
- xiv.** The regular pay and benefits provided to an employee for each use of paid sick leave; and
- xv.** Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

2. i. If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.

ii. If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or

iii. The contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based.

Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

3. In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

4. i. Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

ii. If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

iii. The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)

iv. (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

5. The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

6. Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical

Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The contractor (as defined in 29 CFR 13.2) 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.

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 currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

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

j. Interference/Discrimination.

1. A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

2. A contractor may not discharge or in any other manner discriminate against any employee for:

- i.** Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;
- ii.** Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

- iii. Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or
- iv. Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees 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 employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 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 13. Disputes within the meaning of this contract clause include disputes between the contractor (and any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

32. 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 USC Section 403), and Section 404 of the Clean Waters Act (33 USC Section 1344).

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 authority of the Secretary of the Army, this _____ day of _____, 2020.

U.S. ARMY CORPS OF ENGINEERS

Melissa Lynn Hoerner
Chief, Real Estate Division
Real Estate Contracting Officer

THIS LEASE, is also executed by the Lessee this ____ day of _____, 2020.

(GRANTEE SIGNATURE)
Name:

EXHIBIT A

(MAPS)

EXHIBIT "B"
LAND USE REQUIREMENTS
For Agricultural Leases and In-Kind Services
Located at
Lake Shelbyville, Illinois

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.

b. The Lessee agrees to furnish all equipment and labor and to conduct all farming operations in accordance with the lease, and the land use practices set forth herein. All operations shall be accomplished in a timely manner without further notice and at no expense to the Government unless otherwise provided.

c. The Lessee agrees to conduct all farming operations in accordance with the land use practices set forth herein and in accordance with the crop rotation plan attached hereto and made a part hereof; provided, however, that the crop rotation plan may be modified by the Operations Manager upon application of the lessee, in the event of crop failure, or other unusual circumstances warranting such modification. Approval of requested modifications will be dependent on the requirements of the Lake Shelbyville Project and the Food Security Act of 1985.

2. Leases issued as a result of this NOA will contain the following conditions:

a. The Lake Shelbyville Project Office will be notified prior to the start of any farming operations.

b. The Lessee shall be required to adhere to the following crop rotation schedules, as indicated in the descriptions of items for lease:

SCHEDULE A	SCHEDULE B	SCHEDULE C	SCHEDULE D
2020 - Soybeans	2020 - Corn	2020 - Soybeans	2020 - Oats
2021 - Corn	2021 - Soybeans	2021 - Wheat	2021 - 2 cutting hay
2022 - Soybeans	2022 - Corn	2022 - Corn	2022 - 2 cutting hay
2023 - Corn	2023 - Soybeans	2023 - Soybeans	2023 - 2 cutting hay
2024 - Soybeans	2024 - Corn	2024 - Corn	2024 - 2 cutting hay
SCHEDULE E	SCHEDULE F	SCHEDULE G	SCHEDULE H
2020 - Wheat	2020 - Corn/soybeans	2020 - Dove field	2020 - Soybeans/Nurse Crop
2021 - Corn	2021 - Dove field	2021 - Corn/soybeans	2021- 2 Cutting hay

2022 – Beans	2022 – Corn/soybeans	2022 – Dove field	2022 – 2 cutting hay
2023 – Wheat	2023 – Dove field	2023 - Corn or soybeans	2023 – 2 cutting hay
2024 - Corn	2024 – Corn/ soybeans	2024 – Dove field	2024 – 2 cutting hay

c. The hay leases shall be planted with legumes/grasses over-seeded or drilled into a wheat nurse crop or any other appropriate method of establishment during the established time frame. Legumes/grasses approved for planting include: clover, rye, alfalfa, timothy, red top; singly or in combination. Legumes/grasses will be seeded at the rate of twelve to twenty pounds per acre. Lessee may harvest one cutting of hay during 2020 and two cuttings of hay per year thereafter, between the dates of June 15 and September 1 each year the lease is in effect. All hay bales shall be removed from the leased area as soon as possible after baling (30 days maximum).

d. A 30-foot wide buffer strip will be left around the edge of all fields over five acres in size and on both sides of any fence row, ditch, or vegetation strips, etc., which extends into the field. Buffer strips will be identified in the field, if requested by the lessee, by staking by Lake Shelbyville personnel; or if the Project Office decides staking is necessary to prevent over cropping. The buffer strips will not be disturbed by tillage, turning, travel or handling of pesticides, herbicides, fuel, oil, etc. The Lessee will mow all fescue buffer strips once each year between July 15 and September 1 and may be baled for hay by the Lessee if so desired. Any buffers converted to warm season grasses will not be mowed.

e. The Lessee will furnish and apply the following:

1. During the first year of the lease, the Lessee will have a soil test performed on all crop and hay fields at their expense. A copy will be provided to the Operations Manager or his representative. Flood prone lands as designated by the Operations Manager are not subject to this provision. The specified amount of fertilizer will be applied each year the lease is in effect. The Operations Manager will be notified at least 24 hours prior to the application of fertilizer in order that inspection may be scheduled. Weight receipts for fertilizer, for each individual field, will be provided to the Lake Shelbyville Project Office within two (2) weeks after each application has been completed. The Lessee may inspect lease maps that are available for your information prior to bidding at the Lake Shelbyville Project Office. Any existing buffer strips around the perimeter of lease fields are excluded from the above fertilizer requirements, and are so reflected in the acreages given for each parcel.

2. With prior written approval of the Operations Manager, the Lessee may furnish and apply all lime required to build and maintain the soil to levels specified by the soil test. The Operations Manager or his representative will be notified at least 24 hours prior to the application of lime so that inspection of the work may be scheduled. Weight receipts for lime will be provided to the Government within two (2) weeks after application has been completed.

f. Five (5%) percent of the featured crop in each unit will be left standing, unharvested, each year as directed by the Project Office. The Lessee must contact the Project Office at least one week prior to harvest for directions on where to leave the 5%. The entire wheat crop or hay crop on the first cutting shall be available for harvest. For the second cutting of the hay crop a 30 foot field border shall be left standing. During the year(s) in which corn is planted, it may be conventionally harvested as mature corn, or chopped for silage.

g. All 16 of the lease units being advertised contain the 11 in-kind services listed below. Please note: Applicants will be chosen based upon the highest bidder and the bidder's willingness to provide the most in-kind services identified in this Land Use Requirement. All applicants shall provide in-kind services that applicant selected from the list below with your initial bid offer.

1. Leave __% of crop standing (minimum of 10%)
2. Mow existing buffer strips only
3. Mow existing buffer strips and bale hay
4. Reestablish water ways in leased AG field
5. Plant 1 to 3 acres of food plots adjacent to Ag. Lease on COE property. This is an annual requirement.
6. Plant 3 to 5 acres of food plots adjacent to Ag. Lease on COE property. This is an annual requirement.
7. Plant wheat along shoreline each fall and leave standing – seed will be at lessees expense.
8. Mow all clover fields within a 1 mile radius of the Ag. Lease area twice a year.
9. Mow around farm ponds within a 1 mile radius of the Ag. Lease area the week prior to Memorial Day and the week prior to Labor Day.
10. Mow Native Warm Season Grass (NWSG) buffer strips every other year.
11. Schedule D or Schedule H considered as leaving 100% of crop

h. There will be no fall plowing.

i. Any chemicals utilized by the Lessee on the lease area must be coordinated with and have prior approval of the Operations Manager before application is made. **The Lessee will submit a pre-use form, APPENDIX "A", by pre-work conference of each year of all pesticides that maybe used on the lease area in the following year. Note: Each pesticide use request must have the following information attached to pre-use request and must have the following attached to pre-use form: photocopies of pesticide applicator's license, material safety data sheet (MSDS) and manufacturer's label. Note: In the first year of the lease this list must be submitted at the pre-work conference.** Chemicals without proper label clearance will not be permitted for use. Receipts for chemicals will be turned into the Lake Shelbyville Project Office within two (2) weeks after application has been completed. Lessee must fill out a pesticide report for each type of chemical used if the

Lessee has more than one lease, a separate report must be filled out for each lease. The report will be turned into the Lake Shelbyville Project Office within two (2) weeks after the application of the pesticides has been completed. The following information is to be included: Pesticide trade name, EPA class, EPA registration number, the target pest, location where applied (Lake Shelbyville), the total estimated amount used (gallons) and the total estimated acreage. The report to be used is included in **APPENDIX "B."**

Prior to application of any chemical, the Lessee will contact the Operations Manager. The lessee, accompanied by the Operations Manager or his representative, will inspect the area. If chemical treatment is needed, the lessee and Operations Manager will discuss the chemicals to be used, the rate, and method of application. Prior to the day of application of the chemicals, the lessee will contact the Operations Manager who will have the option of being present when the chemical is mixed and applied.

j. All crop residue and grain lost during harvesting operations will be left in the field, except for the winter wheat rotation.

k. No livestock will be permitted on leased sites.

l. There will be no plowing, disking or other soil disturbance to any existing man-made waterway. Each existing grass waterway within the leased area will be mowed when the buffer strips are mowed between July 15 and September 1.

m. Access to all fields is the responsibility of the respective Lessees if public access is not available. Access across public lands will be by routes designated by the Operations Manager or his authorized representative. Repair, improvement or widening of existing agricultural-lease access roads or trails will be reported to and coordinated with the Operations Manager prior to initiating any such work. Field access roadways will not be widened by the Lake Shelbyville Project Office beyond their existing widths at the time of bid acceptance.

n. Any foreign materials generated by this lease, such as seed and fertilizer bags, herbicide containers, etc., will be removed immediately from leased property. All farming equipment will be promptly removed after farming operations are completed, each year.

o. All farming operations, both tillage and fertilization will be in accordance with accepted soil conservation practices to prevent excessive soil erosion, compaction or rutting.

p. 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 to arrive at a mutually agreeable solution.

q. 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.

r. Government keys issued to the Lessee will be turned in when the lease agreement has expired to the Government's key control officer. If any key(s) are lost and/or not returned, a fee of \$500.00 will be assessed to the lessee. The Contractor shall NOT reproduce keys. Key control officer may inventory keys at any time.

s. Ag lease Items 5 and 16 require a dove field rotation every other year. USACE will supply seed, fertilizer, and chemical. The Lessee will **furnish all labor** to establish the field. This will include any field preparation, pre and post emergent application and planting. If straight sunflowers are planted the post emergent application must be applied at the 2-8 leaf stage.

All of the seed, fertilizer, and chemical must be purchased in advance by USACE. If the Lessee fails to establish the dove field by May 10, a third party will be hired by USACE and the Ag. Lessee will be billed for the cost of establishment.

t. A quality food plot is expected and the following requirements must be met. All food plot seed, fertilizer, and chemical will be purchased by the Lessee. Wild game sorghum will be used in any food plots less than 1 acre in size. Roundup Ready Corn, soybeans, or wild game sorghum may be used in any food plot over 1 acre in size. Contractor will apply chemical herbicide(s) to all food plots for control of both broadleaves and grasses common to the Lake Shelbyville area. Fertilizer in the following quantities and analysis or their equivalent will be applied to all wildlife food plots in between disking's:

46-0-0 - 150 lbs. per acre
 0-46-0 - 125 lbs. per acre
 0-0-60 - 80 lbs. per acre

Failure to plant or provide a quality food plot will result in a 1:1 loss of the Lessee's harvestable crop above and beyond the agreed upon percentage left standing. For an example: If the Lessee has agreed to plant 3 acres of food plots for in-kind services and the fields are either not planted or fail due to neglect (failure to fertilize, spray, improper planting depths, etc.) then 3 additional acres will be left standing in the Lessee's harvestable ag field. The USACE expects the in-kind food plots to look like the Lessee harvestable crop fields.

2. INSPECTION

The Operations Manager or his 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 Lessee will be issued 2 gate padlock keys that provide access to all areas within the lease. The Lessee may not have duplicates made of the gate keys. The keys may also not be used by any person other than the Lessee.

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 Rend Lake Project Office. The Lessee is the only person whom the Government 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 leased 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 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. FERTILIZER REQUIREMENTS

a. Fertilizer shall be applied at or above the rate specified in the soil test results, provided by the Government, for the crop specified in the planting and work schedule. The Lessee may obtain copies of the most current soil analysis at the Rend Lake Project Office.

b. The Lessee shall notify the Operations Manager or his representative at least 24 hours prior to the application of fertilizer.

c. The Lessee shall submit weight receipts for fertilizer for all fields, to the Operations Manager or his representative by July 31 each year.

d. Field border strips are excluded from the fertilizer 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 removed. 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 NOT** be used on government property.

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 must approve all pesticides in writing. Approval period will take up to five working days.

h. The Lessee shall submit a pre-use pesticide application form (EXHIBIT "B-1") 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 (EXHIBIT "B-2") for each chemical used. The post use report will be submitted to the Operations Manager or his representative within two (2) weeks after the application of the pesticides has been completed.

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 require the use of minimal tillage or no-till practices. Minimal tillage is defined as the least amount possible of cultivation or soil disturbance done to prepare a suitable seedbed leaving a minimum of thirty (30) 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. Any soil disturbance greater than described above shall be approved prior by the Operations Manager or his representative.

a. Maps showing which crops shall be planted in which fields for each year of the lease, will be provided to Lessee during the initial meeting after being selected for the lease.

b. Either white, red, or crimson clover should be planted into the wheat fields and left undisturbed after wheat removal until no earlier than March 15th the following crop year.

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 each corn and wheat crop shall be left un-harvested each year. All of the soybean crop may be harvested. All of the clover must be left undisturbed after wheat removal, including harvest, mowing, baling, etc., until March 15 the following crop year.

ii. The location of the ten percent standing crop wildlife food will be chosen prior to harvest by the Operations Manager or his representative to provide the maximum benefit to wildlife. The Lessee shall contact the Operations Manager or his 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 March 15 of the following crop year, unless directed by the Operations Manager or representative to enhance hunting opportunities. After this date, the lessee may harvest the crop remaining in the fields. On the final lease year, the lessee must harvest all desired standing crop wildlife food on fields between March 15 and April 1.

b. Succession Control

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, annually, between July 1 and August 31.

i. Field Border Strips – A twenty-foot border strip shall be left around the edge of all fields and both sides of any fence row, ditch, or vegetation strips, etc., which extends into the field. Border strips will be identified in the field, if requested by the Lessee. The Lessee will mow the border strips annually. Mowing will extend from the edge of the crop field to the tree line. Pockets of vegetation, along the field edge, beyond the 20 foot field border will also be mowed.

ii. Waterways – The Lessee will mow all waterways within the lease.

iii. Access Roads – 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.

14. IN-KIND SERVICES

The applicant will be chosen based on the highest bid price per acre of in-kind services they are willing to provide, and to be filled out on the in-kind bid sheet. Past non-compliance of in kind services will be taken into consideration when awarding the lease. Below is the list of potential in-kind services that may be required of you to perform along with the service description and monetary value. The value of each service was based from charges listed in the 2018 Iowa Farm Custom Rate Survey. You will also be given the chance to write in additional in-kind services along with what you would charge to provide that service. Services must be completed within 30 days from assigned date. Services will be assigned and issued through a formal letter by the Operations Manager or representative. Attached maps shown in “**EXHIBIT A**” show potential fields in which in-kind services may take place, but work may be scheduled on any Rend Lake Project lands managed by the USACE. The Government will provide field maps for assigned services. No services are allowed when field conditions are such that wheel rutting or compaction may occur. Lessee must notify the Operations Manager or his representative prior to starting work.

a. **Mowing:** The Lessee shall mow all vegetation 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.

b. **Soil, Rough Opening:** The Lessee shall uniformly disk herbaceous and woody vegetation up to one and one-half (1 ½) inch caliper over the entire area. The Lessee shall make a minimum of four (4) passes over each area with each pass overlapping the previous pass until standing vegetation and soil are adequately cut and all woody vegetation up to 1 ½ inch caliper are cut or uprooted. The field shall be left in as relatively smooth condition without excessive dirt clods as possible.

c. **Soil Finishing:** The Lessee shall eliminate dirt clods and level the seedbed prior to seeding, and if necessary, after seeding.

d. **Seeding:** The Lessee shall completely and evenly plant the specified seed over the entire planting area. Seed will be purchased by the Government and will be available for pickup at the Rend Lake Project Office or local seed vendor if more convenient for the Lessee.

e. **Chemical Application:** The Lessee shall apply chemical to designated fields at the recommended rate to achieve a 100% kill of target species. .

f. **Fertilizer Application:** The Lessee shall perform fertilizer application services consisting of evenly broadcasting fertilizers that meet or exceed the rate specified designated by the Operations Manager or his representative.

g. **Fertilizer Supply:** The Lessee shall supply fertilizer by hundred-weight including the following types; 13-13-13, Nitrogen (N) similar to 45-0-0, Phosphorous (P) similar to 0-45-0, and potassium (K) similar to 0-0-60. The Lessee shall supply agricultural lime, with a guaranteed effective neutralizing material (ENM) of 500 lbs/ton. The Lessee shall purchase and deliver the fertilizer/ lime to locations designated by the Operations Manager or his representative.

h. **Bulldozing:** Equipment must be equipped with productive earthmoving blade and capable of moving small stumps, rocks, and roots.

i. **Backhoeing:** Equipment must be equipped with a front-end loading bucket capable of loading a minimum of one cubic yard. The Lessee will be responsible for calling JULIE (Call before you dig in IL) before performing a job requiring any digging.

j. **Clearing Land:** The Lessee shall perform clearing services consisting of the complete removal of trees, stumps, down timber, brush, and other vegetation to a depth of 12 inches below the ground. Holes caused by removal of subsurface vegetative materials shall be filled with suitable earth material, as approved by the Operations Manager or his representative. Trees shall be felled in such a manner as to avoid damaging structures or trees to be left standing. The Lessee shall pay the market value (for standing timber) of any trees not to be removed, which are damaged by the Lessee. The Lessee will be responsible for calling JULIE (Call before you dig in IL) before

performing a job requiring any digging.

k. Straw baling, small square: The Lessee shall bundle wheat straw into 12" x 18" x 36" square bales. Straw bales shall be tightly bound with baling twine. Bales bound with wire will not be accepted. The Lessee shall leave the bales where they deposit from the baler and the bales will be removed from the field by the Government.

15. OTHER IN-KIND SERVICES IN LIEU OF BID ITEMS

It may be determined that it is in the best interest of the Government to request other work items to be completed by the lessee in lieu of bid in-kind services, subject to the lessee's consent. This other work may include, but not be limited to, soil & water conservation, restoration of field accesses, and wildlife habitat improvements. In the event that such work is requested, a supplemental agreement to the lease will be developed and agreed to by the Lessee. The supplemental agreement will detail the scope of the requested work and provide itemized cost estimates.

16. PROCEDURES FOR IN-KIND SERVICES TO ENSURE CREDIT FOR WORK PERFORMED

a. The Lessee must complete all in-kind service work within thirty (30) days of work designation date

b. The Lessee shall perform the applicable work requirements in accordance with the lease provisions and schedules.

c. The Lessee shall notify the Operations Manager or his representative within ten (10) days of completion of the work to allow for timely inspection of the work.

17. CROP ROTATIONS, MANIPULATIONS AND HARVEST

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

b. Crops shall be planted during recommended planting dates for the area and no later than the applicable crop insurance final planting date. Harvesting operations shall be completed by November 30 of each year. Unless otherwise approved by the Operations Manager or his designee, crops shall be planted by the dates listed below. In the event that crops are not planted annually due to natural conditions beyond control (ref paragraph 1g) which prevent planting or sustained crop growth, the Lessee shall disk all fields that are not planted due to these conditions between July 1 and August 31 annually.

i. Corn shall be planted by May 20th each year

ii. Beans shall be planted by June 5th each year.

- iii. Wheat shall be planted by October 31st each year. The lessee shall leave all crop residue and grain lost during harvesting operations. There shall be no tilling, disking, or other soil disturbances between October 31st and March 15th.

EXHIBIT "B-1"
PRE-USE PESTICIDE APPLICATION

Contract / Lease 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: _

EXHIBIT "B-2"
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