



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

**NOTICE OF AVAILABILITY  
TO LEASE GOVERNMENT PROPERTY  
Located on the MISSISSIPPI RIVER  
MISSISSIPPI RIVER PROJECT, ILLINOIS  
for Agricultural Purposes Only**

NOTICE NO. DACW43-9-22-275  
DATED: July 12, 2022

**BID OPENING WILL BE CONDUCTED**

**DATE:** July 28, 2022

**TIME:** 2:00 p.m.

**LOCATION**

**U.S. ARMY CORPS OF ENGINEERS  
ST. LOUIS DISTRICT, REAL ESTATE  
1222 SPRUCE STREET  
ST. LOUIS, MISSOURI 63103  
314-331-8166**

**NOTE:** A Pre-Bid Conference will be held on **Wednesday, July 20th, 2022, at 9:00 AM,**  
**at the Rivers Project Office.** All prospective applicants should read the package  
carefully and attend the scheduled pre- bid conference.

**Property to be leased:**

Number of Items: 1

Usable Acres: 220 acres

Term: 3 years, 5 months

Beginning: August 1st, 2022

Ending: December 31, 2025

\*\*See attached application for details

**A copy can also be obtained online at: <http://www.mvs.usace.army.mil/Missions/Real-Estate/NOA/>**

**NOTICE OF AVAILABILITY**  
**For Leasing Property of the United States**  
**MISSISSIPPI RIVER PROJECT, ILLINOIS**

Sealed applications, subject to the conditions and terms contained herein, will be received at the Office of the Real Estate Contracting Officer: **U.S. Army Corps of Engineers St Louis District, 1222 Spruce Street, St Louis, MO 63103, until July 28<sup>th</sup>, 2022, at 2:00p.m.**

1. **INSPECTION INFORMATION:** Arrangements for an inspection of the lease units are to be made with the Operations Manager, **Rivers Project, 301 Riverlands Way, West Alton, MO 63386**. It is the responsibility of each applicant to inspect the lease area, 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. Throughout this Notice of Availability, any reference to the Rivers Project Operations Manager shall include his authorized representative(s).

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

4. **AUTHORITY OF LAW:** The authority of law for the granting of this lease is Title 10, United States Code, and 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. The lease will be subject to any existing easements for electric power transmission lines, telephone or telegraph lines, water, gas, gasoline, oil, or sewer pipelines, or other facilities located on the property covered by said lease.

2. Maintenance requirements contained therein are an integral part of the consideration for the tract and failure to accomplish required maintenance could result in revocation of the lease for noncompliance.

3. 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.

4. If your application is successful, you will receive an award letter and a copy of the lease for your execution that will also be executed by the United States. In the event the application is unsuccessful, you will be informed by letter and your un-cashed check or money order will be returned.

**b. Term.** The leases will be for a period of three (3) years, five (5) months beginning **August 1, 2022, and ending December 31, 2025**, as specified on the application sheet. With the right of renewal for two, one-year options to renew a year term without competition. If a second one-year term is granted, per policy and new appraisal is required. At that time, the in-kind services requirements are subject to change. The period of August 1st, 2022, to December 31<sup>st</sup>, 2023, will be considered the first year of the lease.

**c. Payments of Rental.** The lease will provide in-kind services in lieu of the payment of cash rental to the United States. All in-kind services must be completed within the thirty (30) day period after notification has been received. If all requested services are not completed by 1 January of the following calendar year, cash rental must be provided as rental payment.

**d. In-kind services for work items in lieu of Cash Rental:** The three (3) years, five (5) months lease shall provide in-kind services for work items approved in lieu of cash rental accomplished by the Lessee for the maintenance, protection, repair, restoration, and improvement of the leased premises as described in the Land Use Requirements attached as **EXHIBIT "A."** Performance of in-kind services is considered payment of fair market value rental. The lease may be terminated if the Lessee does not comply with the terms and conditions of or is in default under the Land Use Requirements. Failure to comply with the Land Use Requirements will also be considered non-payment of consideration. The Lessee will owe fair market value cash rental if the agreed in-kind services are not performed or for failure to comply with the Land Use Requirements. All in-kind services will be accomplished on USACE managed lands within the vicinity of the Chain of Rocks.

**e. Deposit Required for Term Rental.** No application will be considered unless it is accompanied with a separate deposit for each application. The required deposit is to be equal to but not less than ten (10) percent of the annual rental services offered for each application, in order to guarantee that the applicant will enter into a written lease and pay the balance with the required in-kind services. Such deposit must be in the form of a check or money order, payable to the U.S. Army Corps of Engineers, St Louis District. In the event of default by the successful lease applicant, that applicant's deposit may be applied by the Government to any Government loss, cost and expense occasioned thereby, including any cost or expense incurred in leasing the

property and any difference between the rent 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. Deposits of unsuccessful lease applicants will be returned, without interest, as promptly as possible after rejection.

**f. Reservations and Crop Limitations.** Lands comprising the project area were purchased with public funds primarily for the construction of the Chain of Rocks Canal. 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.

**g. 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 at Rivers Project. The Government makes no guaranty or warranty, either expressed or implied, with respect to the property.

**h. Award of Lease.** Leases will be awarded to 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. Identical offers will be decided by drawing lots. An award letter, along with a copy of the lease to be signed and returned by the Lessee, will be sent to the winning applicant.

**i. Acceptance of Applications.** All applications will remain open for acceptance or rejection for three (3) 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.

**j. 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.

## **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.

Respondents are expected to inspect the property and form their own conclusions as to its suitability for the stated purposes.

**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 and the required deposit for each application.

**c. 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.

**d. Submission of Applicants.** 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 this 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. Mailed bids must be received **by 2:00 pm, July 28<sup>th</sup>, 2022.**

**e. 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 To: REAL ESTATE DIVISION**

<b>NOTICE NO. DACW43-9-22-275</b> <b>DATE OF OPENING: 7-28-22</b> <b>TIME OF OPENING: 2pm</b>	<b><u>SEALED BID – DO NOT OPEN</u></b>  U.S. ARMY CORPS OF ENGINEERS ST. LOUIS DISTRICT 1222 SPRUCE STREET REAL ESTATE DIVISION, ROOM 4.302 ST. LOUIS, MISSOURI 63103-2833
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**Outer Envelope Label To: REAL ESTATE DIVISION**

*Your Return Address*

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

**f. 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 on 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.

**g. Application Modifications, Withdrawals, or 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.

**h. Opening of Applications.** At the time fixed for the opening, applications contents will be made public. Applicant Social Security numbers or Tax Identification numbers will not be made public.

**i. Default.** In the event that the successful responder fails to enter into a lease within thirty (30) days after receipt of Government notification that his/her offer has been accepted and receipt of a draft lease for execution, or 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. The applicant may also be placed on the no-bid list which would preclude them from bidding on Lease

Units in the future.

**j. Additional Information.** Arrangements for inspection, individual tract maps, and additional copies of the notice, application sheets, or other additional information may be obtained from the office of the Rivers Project Operations Manager, U.S. Army, Corps of Engineers, **301 RIVERLANDS WAY, WEST ALTON, MO 63386**

**k. Attendance to Bid Openings and Pre-bid Meetings.** If you plan to personally attend the bid opening, please be aware that proper identification will be required to access to the Robert A. Young Building. All attendees possessing adequate identification must be escorted to the bid opening room by a USACE employee. Please call 314-331-8166 for an escort to the bidding room at the Robert A. Young Building. The bid opening doors will close promptly at 2:00 pm.

**7. 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 of his/her telephone number and/or address is voluntary and will have no effect on their offer.

**APPLICATION FORM**  
**FOR LEASING PROPERTY OWNED BY THE UNITED STATES**  
**Mississippi River Project, Illinois**

**TO:**  
**Real Estate Contracting Officer**  
**St Louis District Office**  
**1222 Spruce Street**  
**St Louis, MO 63103**

**DATE:** \_\_\_\_\_

**Dear Miss/Sir:**

The undersigned, in accordance with the Notice for Availability, Number **DACW43-9-22-275**, dated **July 28th, 2022**, for the leasing of property at the Mississippi River Project, 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 in the form of In-Kind Services set out below:

**TERM:** beginning **August 1st, 2022** and ending **December 31, 2025** and may extend through **December 31, 2027** with the option of two, one year lease extensions without competition.

**NOTE:** ALL LEASE UNITS ARE SUBJECT TO THE REQUIREMENTS SET FORTH IN THE LAND USE REQUIREMENTS. FOR EACH UNIT BID UPON, ENTER THE ANNUAL RENTAL BID AMOUNT AND THE IN-KIND SERVICES YOU ARE WILLING TO PERFORM.



**IN-KIND SERVICES: Bidders must identify item(s) they wish to perform.****AGRICULTURAL LEASE - BID SHEET****Bidder Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

Bid the rental dollar value per acre you are willing to provide in TABLE 1 below. This value will be utilized to cover the in-kind services from TABLE 2 below that you indicate you are capable of completing.

**TABLE 1. Bid per acre per year (fill in each blank).**

2022 - I bid \$\_\_\_\_\_per acre. Multiplied by 220 acres = \$\_\_\_\_\_ (Annual Rent)

2023 - I bid \$\_\_\_\_\_per acre. Multiplied by 220 acres = \$\_\_\_\_\_ (Annual Rent)

2024 - I bid \$\_\_\_\_\_per acre. Multiplied by 220 acres = \$\_\_\_\_\_ (Annual Rent)

2025 - I bid \$\_\_\_\_\_per acre. Multiplied by 220 acres = \$\_\_\_\_\_ (Annual Rent)

\$\_\_\_\_\_ TOTAL RENT

ITEM NO.	LEASE UNIT	TOTAL ACRES
1	East Levee Toe	220

**TABLE 2. In-kind services that you are able to provide (fill in each blank).**

1. Broadcast herbicide spraying at the direction of USACE to grassland areas (herbicide provided by USACE). The in-kind service value is \$11.00 per acre.

Are you willing/able to provide this service in lieu of rent; Yes\_\_\_\_\_ No\_\_\_\_\_

2. Spot Spraying herbicide at the direction of USACE to timber edges, and prairie restoration plots (herbicide provided by USACE). The in-kind service value is \$16.00 per hour.

Are you willing/able to provide this service in lieu of rent; Yes\_\_\_\_\_ No\_\_\_\_\_

3. Seed drill native grass/prairie/wildlife food plots (no-till drill). The in-kind service value is \$27.20 per acre.

Are you willing/able to provide this service in lieu of rent; Yes\_\_\_\_\_ No\_\_\_\_\_

4. Broadcast Seeding. The in-kind service value is \$9.10 per acre.

Are you willing/able to provide this service in lieu of rent; Yes\_\_\_\_\_ No\_\_\_\_\_

5. Mowing. The in-kind service value is \$25.10 per acre.

Are you willing/able to provide this service in lieu of rent; Yes\_\_\_\_\_ No\_\_\_\_\_

6. Disk (field prep). The in-kind service value is \$27.70 per acre.

Are you willing/able to provide this service in lieu of rent; Yes\_\_\_\_\_ No\_\_\_\_\_

7. Disk (heavy/offset). The in-kind service value is \$18.80 per acre.

Are you willing/able to provide this service in lieu of rent; Yes\_\_\_\_\_ No\_\_\_\_\_

8. Land Clearing (FECON): cut brush, trees, stumps. The in-kind service value is \$158.31 per hour.

Are you willing/able to provide this service in lieu of rent; Yes\_\_\_\_\_ No\_\_\_\_\_

9. Material manipulation: moving material, leveling material, and/or access road repair. The in-kind service value is \$155.00 per hour.

Are you willing/able to provide this service in lieu of rent; Yes\_\_\_\_\_ No\_\_\_\_\_

\*All in-kind service values were derived from the 2021 University of Illinois Machinery Cost Estimates Summary and 2020 University of Missouri custom rates for farm services.

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, \_\_\_\_\_ (Name), certify that I am the  
\_\_\_\_\_ (Title) 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.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Corporate Secretary or  
Appropriate Officer**

(AFFIX CORPORATE SEAL)

**TAXPAYER IDENTIFICATION NUMBER**

**NAME:**

**LEASE NO:**

**PROJECT: MISSISSIPPI RIVER PROJECT, ILLINOIS**

**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.

You 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 is considered income, the number will be used to generate an applicable IRS Form 1099.

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

**Taxpayer identification number (SSN):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed name:** \_\_\_\_\_

(Failure to fill out the blanks will nullify the bid)

**EXHIBIT “A”**  
**LAND USE REQUIREMENTS**  
**For Agricultural (Hay) Leases and In-Kind Services at**  
**Mississippi River Project, 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 haying 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 haying operations in accordance with the land use practices set forth herein and in accordance with the haying schedule listed below and made a part hereof; provided, however, that the haying may be modified by the Project Manager upon application of the Lessee, in the event of crop failure, or high-water event, or other unusual circumstances warranting such modification. Approval of requested modifications will be dependent on the requirements of the Rivers Project Office and the Food Security Act of 1985. Mowing will NOT commence prior to July of each calendar year to reduce the potential of destroying bird nests and other young wildlife within the lease area.

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

a. Rivers Project will be notified prior to the start of any haying operations.

b. The Lessee shall NOT commence any haying operations prior to 1 July of each calendar year. The Lessee shall be required to adhere to the following haying schedules, as indicated in the descriptions of items for lease:

SCHEDULE A

2022 – 1 August- 31 September one cutting

2023 – 1 July- 31 September two cuttings

2024 – 1 July- 31 September two cuttings

2025 – 1 July- 31 September two cuttings

c. The Lessee will furnish and apply the following:

d. The lease units being advertised contain the nine 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 pay cash rental in advance to the United States for the first year of the lease, being fair market value of the lease, and thereafter, annually by January 1, the Lessee shall provide in-kind services that applicant selected from the list below with your initial bid offer.

1. Apply herbicide at the direction of USACE to grassland areas (herbicide provided by gov't). Acres:
2. Apply herbicide spot spray at the direction of USACE to timber edges, and prairie restoration plots (herbicide provided by USACE). Hour:
3. Seed drilling native grass/prairie/wildlife food plots. Acres:
4. Broadcast Seeding. Acres:
5. Mowing. Acres:
6. Disk (field prep). Acres:
7. Disk (heavy/offset). Acres:
8. Land Clearing (FECON): cut brush, trees, stumps. Hours:
9. Material manipulation: moving material, leveling, access road repair. Hours:

e. Any chemicals utilized by the Lessee on the lease area must be coordinated with and have prior approval of the Rivers Project Operations Manager before application is made. **The Lessee will submit a pre-use form (See Appendix A) by pre-work conference of each year of all pesticides and/or fertilizers that may be 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 Rivers Project Office within two (2) weeks after application has been completed. Lessee must fill out a pesticide report for each type of chemical used, and 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 Rivers 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 (East Leave Toe), the total estimated amount used (gallons) and the total estimated acreage. The report to be used is included in **Appendix A and B.**

Prior to application of any chemical, the Lessee will contact the Rivers Project Operations Manager. The Lessee, accompanied by the Operations Manager, 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.

- f. No livestock will be permitted within the leased area(s).
- g. There will be no plowing, disking, or other soil disturbance within the leased area.
- h. Access to all fields is the responsibility of the respective Lessee if public access is not available. Access across public lands will be by routes designated by the Operations Manager. Repair, improvement or widening of existing agricultural-lease access roads or trails will be coordinated with the Operations Manager prior to initiating any such work. Field access roadways will not be widened by the Rivers Project beyond their existing widths at the time of bid acceptance.
- i. 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.
- j. All haying operations, both tillage and fertilization will be in accordance with accepted soil conservation practices to prevent excessive soil erosion, compaction and/or rutting.
- k. 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.
- l. 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.
- m. Upon expiration or termination of the lease, all keys issued to the Lessee by USACE will be turned in to the Rivers Project Office 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 Lessee shall NOT reproduce keys. The key control officer may inventory keys at any time.

### **3. Restoration of Field Accesses:**

When the Operations Manager has determined that access to a leased area has deteriorated to a point it hinders the Lessee from entering the leasehold, the Lessee may be required to restore that portion of the access within the leased area. In-kind services may be available if written approval is obtained from the Operations Manager prior to beginning any work. The written approval must be signed by the Operations Manager and agreed to by the Lessee and shall include the location of the access indicated on a map, along with details as to what restoration is to be done and the materials required. The written approval must be submitted with the request for in-kind services in accordance with paragraph 5 below.

### **4. Additional Maintenance, Repair, Protection and Restoration:**

**When it is determined to be in the interest of the Government to carry out**



**additional work requirements including, but not limited to, soil and water conservation, fertilizer applications, and/or wildlife habitat improvements**, the Lessee may be reimbursed for a portion of the costs of the in-kind services in lieu of cash rental to the Government as provided in the lease. Prior to proceeding with the work, any such agreement will be reduced to writing in the form of a supplemental agreement to the lease, unless otherwise provided for in these requirements. Detailed cost estimates for the work to be performed must be included in the supplemental agreement. **Generally, the Lessee will furnish labor, equipment and materials and will be reimbursed in the form of in-kind service credit for cost approved by the Operations Manager as stated in paragraph 5 below.**

**5. Procedures for In-Kind Services to Ensure Credit for Work Performed:**

a. The request for in-kind services along with the receipted original invoices must be submitted within 30 days after completion of the work to facilitate inspection by Rivers Project Office personnel. Requests for in-kind services submitted to the Operations Manager more than 30 days after the completion of the work must be accompanied by a statement explaining the delay. The Operations Manager must sign the statement attesting to the validity of the delay. If such a statement does not accompany the late request for in-kind services, it will be returned unprocessed. The Operations Manager will verify that the work is satisfactory and then forward the request to the Real Estate Division recommending that in-kind services be allowed.

**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 expenses incurred by the Government to cure the violation, in satisfaction of liquidated damages. The amount will be documented by the said officer and a bill for same will be presented to the Lessee.

**7. Bid Items**

Madison County, Granite City, Illinois

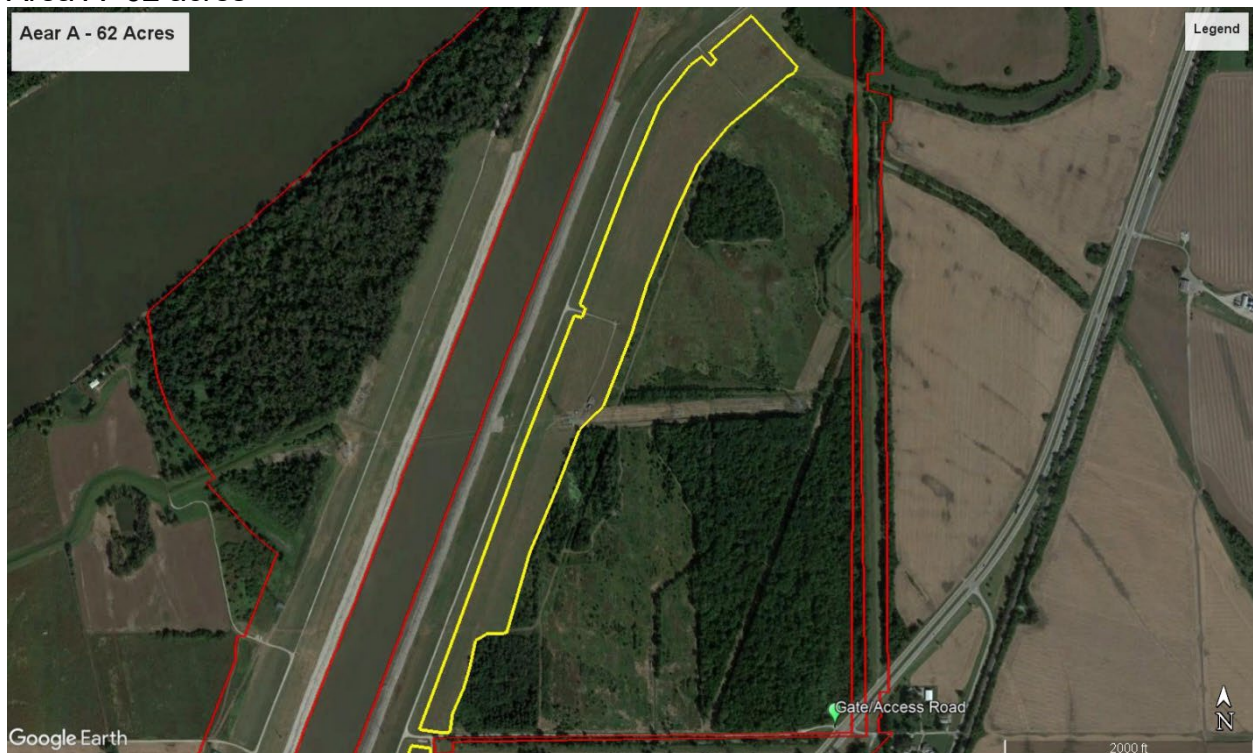
Item #	Description of Lease Fields	Approximate Acreage
1	East Leave Toe. 4 miles North of Granite City along the Chain of Rocks Canal. Approx. 220 acres hay production. Requires Schedule A.	220

## BID ITEM #1

East Leave Toe Hay Lease – Overview map 220 total acres for hay lease.

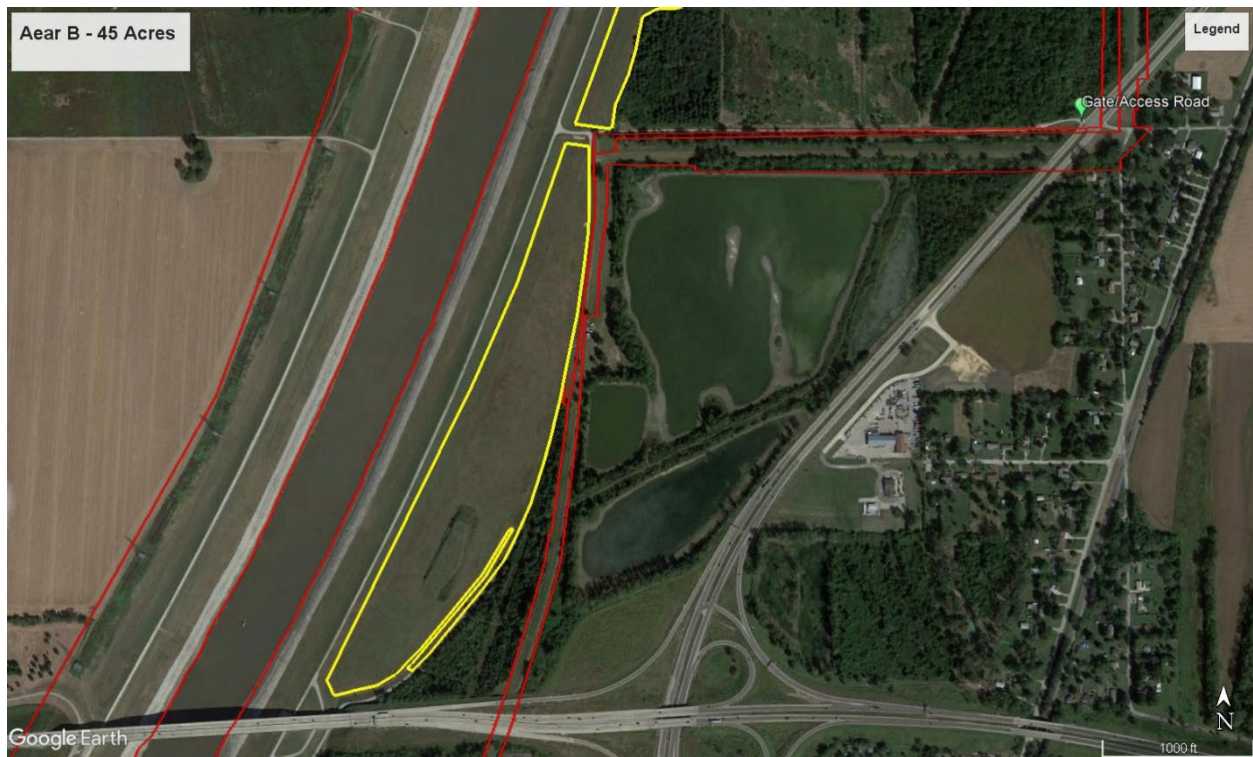


### Area A- 62 acres





## Area B- 45 acres

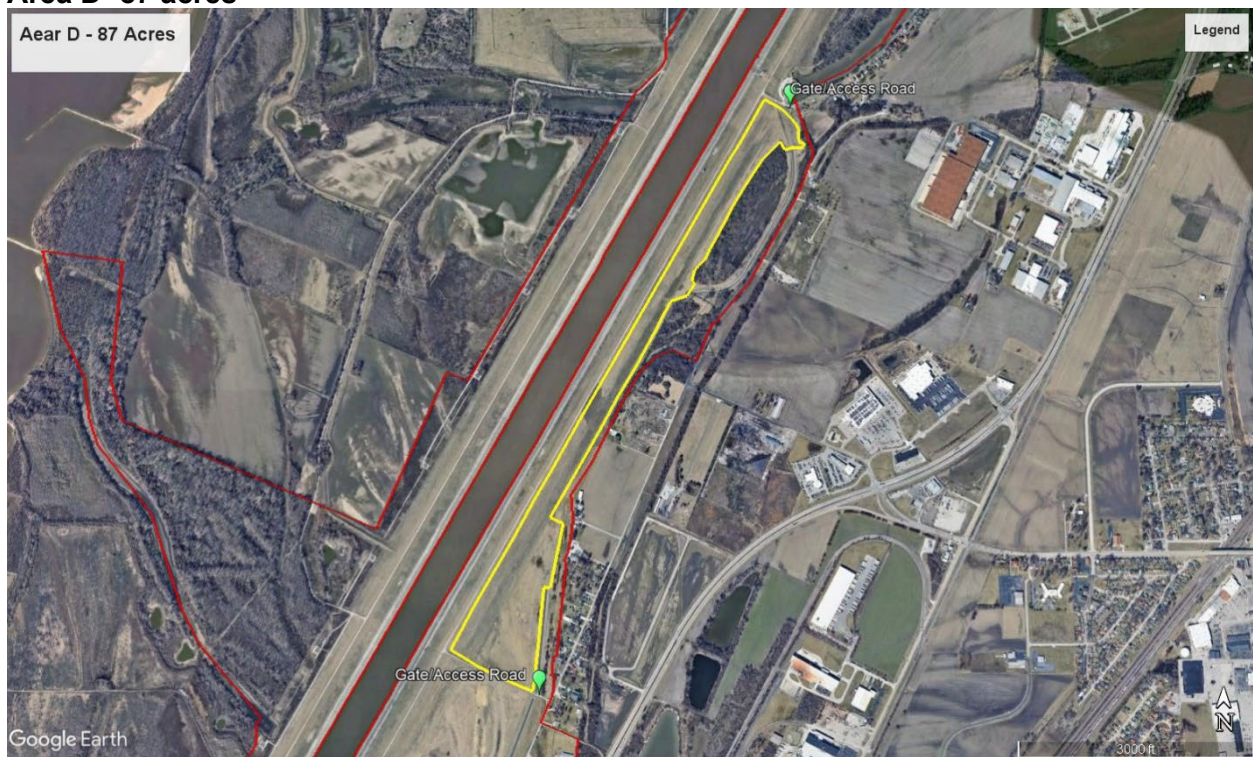


## Area C- 26 acres





## Area D- 87 acres



## APPENDIX "A"

### U. S. ARMY CORPS OF ENGINEERS ST. LOUIS MISSISSIPPI RIVER PROJECT CHEMICAL USAGE WORK SHEET

#### PRE-USE PESTICIDE APPLICATION FORM

CONTRACT / LEASE NO. DACW43-\_\_\_\_\_ TRACT NO. \_\_\_\_\_

CONTRACTOR/LESSEE \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ST \_\_\_\_\_

Phone \_\_\_\_\_

APPLICATOR'S NAME \_\_\_\_\_ STATE LICENSE NO. \_\_\_\_\_

Address: \_\_\_\_\_ Category Title: \_\_\_\_\_

City: \_\_\_\_\_ ST \_\_\_\_\_ Date of Expiration: \_\_\_\_\_

Phone: \_\_\_\_\_

TARGET PEST \_\_\_\_\_

DESCRIPTION OF TREATED AREA \_\_\_\_\_

PESTICIDES (TRADE NAME) \_\_\_\_\_

FORM APPLIED \_\_\_\_\_

ACTIVE INGREDIENTS \_\_\_\_\_

EPA REGISTRATION \_\_\_\_\_ EPA CLASSIFICATION \_\_\_\_\_  
(SINGLE WORD)

ADDITIONAL REMARKS \_\_\_\_\_

DISAPPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Operations Manager

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Operations Manager

**\*Pesticides must be approved by the Rivers Project Office before pesticides are applied.**

**APPENDIX "B"**  
**ANNUAL PEST CONTROL PLAN**

**ANTICIPATED USAGE  
REPORT**

**FIELD OFFICE:** \_\_\_\_\_

**CALENDAR YEAR:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ACTUAL USAGE  
REPORT**

**DISTRICT:** \_\_\_\_\_

**PAGE:** \_\_\_\_\_

=====

**PESTICIDE TRADE  
NAME:**

**EPA CLASS:**

**EPA REGISTRATION NO:**

\_\_\_\_\_  
\_\_\_\_\_  
**TARGET  
PEST:**

**LOCATION**

**DESCRIPTION:**

**TOTAL ESTIMATED  
QUANTITY:**

**TOTAL ESTIMATED  
ACREAGE:**

=====

**PESTICIDE TRADE  
NAME:**

**EPA CLASS:**

**EPA REGISTRATION NO:**

\_\_\_\_\_  
\_\_\_\_\_  
**TARGET PEST:**

**LOCATION**

**DESCRIPTION:**

**TOTAL ESTIMATED  
QUANTITY:**

**TOTAL ESTIMATED  
ACREAGE:**

=====

**PESTICIDE TRADE  
NAME:**

**EPA CLASS:**

**EPA REGISTRATION NO:**

\_\_\_\_\_  
\_\_\_\_\_  
**TARGET PEST:**

**LOCATION**

**DESCRIPTION:**

**TOTAL ESTIMATED  
QUANTITY:**

**TOTAL ESTIMATED  
ACREAGE:**

=====

**PESTICIDE TRADE  
NAME:**

**EPA CLASS:**

**EPA REGISTRATION NO:**

\_\_\_\_\_  
\_\_\_\_\_  
**TARGET PEST:**

**LOCATION**

**DESCRIPTION:**

**TOTAL ESTIMATED  
QUANTITY:**

**TOTAL ESTIMATED  
ACREAGE:**

