



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

**NOTICE OF AVAILABILITY
TO LEASE GOVERNMENT PROPERTY
Located on the
RIVERS' PROJECT, MO
for Agricultural Purposes Only**

NOTICE NO. DACW43-9-25-203
DATED: January 7, 2025

BID OPENING WILL BE CONDUCTED

DATE: Thursday, January 30, 2025

TIME: 2:00pm

LOCATION:

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

NOTE: A Pre-Bid Conference will be held on **Thursday, January 16, 2025, at 9:00 AM,**
at the Rivers' Project Office, 301 Riverlands Way, West Alton, MO 63386. All
prospective applicants should read the package carefully and attend the scheduled pre-
bid conference.

Property to be leased:

Number of Items: 3

Usable Acres: 186.5 acres (135.0 ac. – 1 year 11 months, 51.5 ac. – 4 years 11
months)

Term: **Four (4) years and eleven (11) months**

Beginning: **February 1, 2025**

Ending: **December 31, 2029**

**See attached application for details

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

NOTICE OF AVAILABILITY
For Leasing Property of the United States
RIVERS' PROJECT, MISSOURI

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 January 30, 2025.**

1. **INSPECTION INFORMATION:** Arrangements for an inspection of the lease units are to be made with **Joshua Pierce at 314-435-7550, Rivers' Project, 301 Riverlands Way, West Alton, MO 63386.** It is the responsibility of each applicant to inspect the lease areas, read the attached lease (including the Land Use Requirements) and discuss any areas of concern with the Rivers' Project point of contact provided.

2. **DESCRIPTION:** See attached maps for description of the property, **EXHIBITS "B-1", "B-2" and "B-3"**. The maps are believed to be correct, but any error or omission in the description of the property or on the maps shall not constitute any ground or reason for nonperformance of the provisions and conditions of the lease or claim by the lessee for any refund or deductions from the rental. All acreages stated in this Notice of Availability are approximate. Prospective applicants should verify the actual useable acreage for each lease unit.

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

4. **AUTHORITY OF LAW:** The authority of law for the granting of this lease is Title 10, United States Code, 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 (lease template 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 executed by the United States.

b. Term. The leases will be for a period of **four (4) years and eleven (11) months**, beginning **February 1, 2025 and ending December 31, 2029**, as specified on the application sheet. The period of February 1, 2025 to December 31st, 2025 will be considered the first year of the lease.

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

d. 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 January 1 of the following calendar year, cash rental must be provided as rental.

e. In-kind services for work items in lieu of Cash Rental: The Lessee 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, (lease template attached for reference) 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 with failure to comply with the Land Use Requirements.

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

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 (lease template attached). 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 the 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 (if applicable).

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, January 30, 2025.**

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

NOTICE NO. DACW43-9-25-203	
DATE OF OPENING: January 30, 2025	
TIME OF OPENING: 2:00 pm	
	<u>SEALED BID – DO NOT OPEN</u>
	U.S. ARMY CORPS OF ENGINEERS ST. LOUIS DISTRICT 1222 SPRUCE STREET REAL ESTATE DIVISION, ROOM 4.302 ST. LOUIS, MISSOURI 63103-2833

Outer Envelope Label To: REAL ESTATE DIVISION

<i>Your Return Address</i>
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 in behalf of the applicant shall be accompanied by an authenticated copy of the Power of Attorney, or other evidence of authority to act on behalf of the applicant. If the applicant is a corporation, the **CORPORATE CERTIFICATE** must be executed. If the application is signed by the secretary of the corporation, the Certificate must be executed by some other officer of the corporation under the corporate seal. In lieu of the Corporate Certificate, there may be attached to the application copies of as much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

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 an employee of the team. Please call **314-331-8157** for an escort to the bidding room at the Robert A. Young Building. The bid opening doors will close **at 2:00 p.m. on January 30, 2025.** No one will be permitted to enter the bid opening nor submit a bid **after 2:00 pm on January 30, 2025.**

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, lessee, 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
Rivers' Project, Missouri

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 **DACW43-9-25-203**, dated **January 7, 2025**, for the leasing of property at the Rivers' 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: All items are for crop/hay, beginning **February 1, 2025** and ending **December 31, 2029**.

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

AGRICULTURAL LEASE - BID SHEET**Bidder Name:** _____ **Phone:** _____

Bid the rental dollar value per acre you are willing to provide in **TABLE 1** below. This 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).

I bid \$_____ per acre for Item No(s). 1 and 3 (Schedule A)*
multiplied by 135.0 acres = \$_____ **ANNUAL RENT**

I bid \$_____ per acre for Item No(s). 2 (Schedule B)
multiplied by 51.5 acres = \$_____ **ANNUAL RENT**

**Note: acreage will only be farmed for 2 of 5 years then will lay fallow*

Sum of annual rents multiplied by 5 years = \$_____ **TOTAL RENT**

ITEM NO.	LEASE UNIT	TOTAL ACRES
1	Teal Pond	69.9
2	Powerline	51.5
3	Orton Road	65.1

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

1. Leave crop standing and un-harvested (this amount is in addition to the 5% required by the contract). The in-kind service value is **\$561.00 per acre**.

Are you willing/able to provide this service in lieu of rent; **Yes**_____ **No**_____, if yes, what is the maximum additional acres you are willing to leave standing? _____

2. Apply herbicide to grassland restoration plots (government furnished herbicide, this may include but not limited to spot application or broadcast application). The in-kind service value is **\$11.00 per acre**.

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

3. Disk (field prep). The in-kind service value is **\$23.81 per acre**.

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

4. Disk (heavy/offset). The in-kind service value is **\$21.36 per acre**.

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

5. Seed drilling (government furnished seed, this may include but not limited to prairie seed or cover crop). The in-kind service value is **\$21.00 per acre**.

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

6. Mowing (use of brush hog/ rotary cutter. This may include but not limited to prairie restoration mowing, fire lines, roadway ditches). The in-kind service value is **\$97.86 per acre**.

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

7. Bulldozer (this may include but not limited to clearing land, leveling gravel, moving earth). The in-kind service value is **\$196.00 per hour**.

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

8. Backhoe. (this may include but not limited to digging trenches, moving earth) The in-kind service value is **\$125.83 per hour**.

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

9. Skid loader. The in-kind service value is **\$108.57 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 2023 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: RIVERS' PROJECT, MISSOURI

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

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

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

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

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”

RIVERS’ PROJECT, MISSOURI LAND USE REQUIREMENTS GENERAL REQUIREMENTS

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 Engineer 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 project and the Food Security Act of 1985.

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

a. The Rivers 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 (Teal Pond & Orton Rd Tracts)

2025 - Corn
2026 - Soybeans
2027 - Fallow
2028 - Fallow
2029 - Fallow

SCHEDULE B (Powerline Tract)

2025 - Corn
2026 - Soybeans
2027 - Corn
2028 - Soybeans
2029 - Corn

c. A 30-foot wide buffer strip will be left around the edge of all Army Corps property boundaries. Buffer strips will be identified in the field, if requested by the lessee, by staking by Rivers Project 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 August 1 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.

d. The Lessee will furnish and apply the following:

i. 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. 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 Rivers 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 Rivers 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.

ii. 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.

e. Five (5%) percent of the featured crop in each unit will be left standing, unharvested, each year as directed by the Rivers Project Office. The Lessee must contact the Rivers Project Office at least one week prior to harvest for directions on where to leave the 5%. During the year(s) in which corn is planted, it may be conventionally harvested as mature corn, or chopped for silage.

f. All **three (3)** of the lease units being advertised contain the **9 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 crop standing and un-harvested (this amount is in addition to the 5% required by the contract). The in-kind service value is \$561.00 per acre.

Are you willing/able to provide this service in lieu of rent; Yes____ No____, if yes, what is the maximum additional acres you are willing to leave standing _____

2. Apply herbicide to grassland restoration plots (government furnished herbicide, this may include but not limited to spot application or broadcast application). The in-kind service value is \$11 per acre.

Are you willing/able to provide this service in lieu of rent; Yes____ No____

3. Disk (field prep). The in-kind service value is \$23.81 per acre.

Are you willing/able to provide this service in lieu of rent; Yes_____ No_____

4. Disk (heavy/offset). The in-kind service value is \$21.36 per acre.

Are you willing/able to provide this service in lieu of rent; Yes_____ No_____

5. Seed drilling (government furnished seed, this may include but not limited to prairie seed or cover crop). The in-kind service value is \$21.00 per acre.

Are you willing/able to provide this service in lieu of rent; Yes_____ No_____

6. Mowing (use of brush hog/ rotary cutter. This may include but not limited to prairie restoration mowing, fire lines, roadway ditches). The in-kind service value is \$97.86 per acre. Are you willing/able to provide this service in lieu of rent; Yes_____ No_____

7. Bulldozer (this may include but not limited to clearing land, leveling gravel, moving earth). The in-kind service value is \$196.00 per hour.

Are you willing/able to provide this service in lieu of rent; Yes_____ No_____

8. Backhoe. (this may include but not limited to digging trenches, moving earth) The in-kind service value is \$125.83 per hour.

Are you willing/able to provide this service in lieu of rent; Yes_____ No_____

9. Skid loader. The in-kind service value is \$108.57 per hour.

Are you willing/able to provide this service in lieu of rent; Yes_____ No_____

g. There will be no fall soil disturbance on leased acres. Spring soil disturbance may not occur until March 1st.

h. 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 (See 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 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 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 (Red School Road, Unit __), 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.

i. All crop residue and grain lost during harvesting operations will be left in the field.

j. No livestock will be permitted on leased sites.

k. 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 August 1 and September 1.

l. 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 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 Rivers Project Office beyond their existing widths at the time of bid acceptance.

m. 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.

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

o. 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.

p. 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.

q. 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 Lessee shall NOT reproduce keys. The key control officer may inventory keys at any time.

r. A quality food plot is expected, and the following requirements must be met. All foodplot seed, fertilizer, and chemical will be purchased by the Lessee. Wild game sorghum will be used in any foodplots less than 1 acre in size. Roundup Ready Corn, soybeans, or wild game sorghum may be used in any foodplot 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 Rivers' Project area. Fertilizer in the following quantities and analysis or their equivalent will be applied to all wildlife food plots in between diskings:

Fertilizer	Rate
46-0-0	150 lbs. per acre
46-0-0	125 lbs. per acre
0-40-0	80 lbs. per acre

3. Restoration of Field Accesses:

a. 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 starting. 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, 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:

a. **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 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 through in-kind services 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 Lessee must obtain written approval from the Operations Manager prior to starting any in-kind services. The written approval must be signed by the Operations Manager and agreed to by the Lessee.

b. The Lessee shall perform the applicable work requirements in accordance with the provisions and schedules set forth, and when completed, the Lessee shall submit a request to the Operations Manager for the in-kind services due under said provisions. The request shall include a statement prepared and signed by the Lessee of the work performed, including an itemized list of the materials used and incorporated. The request shall be accompanied by a set of original invoices, which have been marked "paid" and signed by the vendor, to cover all materials and services. **The request must also include a copy of the written approval signed by the Operations Manager**

authorizing the work performed. All discrepancies between the invoices and the itemized list, such as minor non-returnable materials, left over and returned items must be explained.

c. 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 project 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 or his representative will verify that the work is satisfactory and then forward the request to the Real Estate Division recommending that in-kind services be allowed.

d. The Lessee must comply with the terms and conditions of the in-kind services identified in the Land Use Requirements. This lease may be terminated if the Lessee fails to comply with the terms and conditions of, or is in default under the Land Use Requirements. Failure to comply with the Land Use Requirements will also be considered non-payment of consideration. In-kind services requested must be completed satisfactorily or cash payment will be required.

6. Damage to Government Property -The lessee shall be responsible for restoring and/or repairing any damage to government property including but not limited to gates, posts, fencing, or any rutting caused by harvesting, planting or other activities. Any such damage will be repaired and/or replaced to its original condition at no cost to the Government or paid for in accordance with a billing letter prepared by the Government.

7. 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 no later than 10 November of each year, unless approved by the Operations Manager. Any equipment not approved for remaining on the lease after 10 November, may be impounded. Any impoundment fee incurred will be charged to the lessee. All down timber or debris on access roads or in leased acreage must be removed and placed along fencerows or field borders prior to field preparation, or within respective growing season. The lessee shall not burn trash, stubble, debris, or other crop residue without permission from the Operations Manager.

8. 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.

9. Bid Items

St. Charles County, West Alton, Missouri

Item #	Description of Lease Fields	Approximate Acreage
1	Teal Pond Tract. 3 miles East of West Alton. Requires crop rotation schedule A.	69.9
2	Powerline Tract, approx. 1.5 miles Northeast of West Alton. Bordered by US 67 on the West end, bordered by Orton Rd on the East end. Requires crop rotation schedule B.	51.5
3	Orton Road Tract. 3 miles East of West Alton. Requires crop rotation schedule A.	65.1

EXHIBIT “B-1”

BID ITEM #1



Teal Pond Tract Ag Lease – 69.9 tillable acres

EXHIBIT “B-2”

BID ITEM #2



Powerline Tract Ag Lease – 51.5 tillable acres

EXHIBIT “B-3”

BID ITEM #3



Orton Road Tract Ag Lease – 65.1 tillable acres

APPENDIX "A"

U. S. ARMY CORPS OF ENGINEERS ST. LOUIS RIVERS PROJECT OFFICE 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: _____

**DEPARTMENT OF THE ARMY LEASE
LOCATED ON XXX LAKE
COUNTIES, STATE**

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, acting by and through the Real Estate Contracting Officer, Real Estate Division, U.S. Army Engineer District, St. Louis, hereinafter referred to as the Lessor, and **LESSEE NAME, ADDRESS** hereinafter referred to as the Lessee,

WITNESSETH:

That the Lessor finds that this Lease is advantageous to the United States, that the terms and conditions are considered to promote the national defense or to be in the public interest; that the Premises are under the control of the Lessor; that the Premises are not needed for the Term below for public use by the Lessor; and that the property is not excess property.

That the Lessor, 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-1, xxx, xxx** 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 apart hereof.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for one term of **xxx years** beginning **DATE**, and ending **DATE ENDING**, unless earlier terminated pursuant to the condition on **TERMINATION**.

2. CONSIDERATION

a. As consideration for this Lease, the Lessee shall pay to the Lessor consideration in the total value of **CONSIDERATION** per annum.

(1) The Lessee will provide consideration in-kind which shall be

accomplished by the Lessee as described in the In-Kind Agreement as attached as **Exhibit "C"**.

(2) The Lessee must comply with the terms and conditions of the In-Kind Agreement. The Lessor may terminate this Lease if the Lessee fails to comply with the terms and conditions of, or is in default under, the In-Kind Agreement. Failure to comply with the In-Kind Agreement will also be considered non-payment of consideration.

b. All rent and other payments due under the terms of this lease must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, (31 U.S.C. Section 3717). This statute requires the imposition of an interest charge for the late payment of debts owed to the United States; an administrative charge to cover the costs of processing and handling delinquent debts; and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

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

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

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

3. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER

a. The use and occupation of the Premises incident to the exercise of the privileges and purposes hereby granted shall be subject to the supervision and approval of the Lessor and to such general rules and regulations as the Lessor may from time to time prescribe.

b. The Premises shall be under the general supervision and subject to the approval of the [Installation Commander] [District Engineer], who is the officer with operational control over the Premises, hereinafter referred to as said officer. The Lessee's use of the Premises shall be accomplished in such manner as not to endanger personnel or property of the said officer or obstruct travel on any road or other thoroughfare.

4. COST OF UTILITIES

The Lessee shall pay the cost, as determined by the said officer, 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 said officer.

5. NOTICES

a. All notices and correspondence to be given pursuant to this lease shall be addressed, if to the Lessee, to **LESSEE NAME AND ADDRESS**, and if to the Lessor, 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.

b. Notices shall be mailed by certified mail, postage prepaid, return receipt requested, addressed to the addresses listed in 4.a. above. The effective date of the notice shall be the earlier of the actual date of receipt or the date the addressee is notified of the attempted delivery of the certified mail, whether or not the addressee actually accepts delivery. Use of an express delivery service will not substitute for this requirement.

c. Communications other than notices required under this Lease may be sent by means other than certified mail, return receipt requested, including electronic mail." Such communications include routine matters of coordination and informal exchange of information.

6. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary of the Army", "Real Estate Contracting Officer", "Lessor", "said officer", or "Chief, Real Estate Division" shall include their duly authorized representatives. Any reference to "Lessee" shall include sublessees, licensees, assignees, transferees, successors, and their duly authorized representatives.

7. IDENTIFICATION OF GOVERNMENT AGENCIES, STATUTES, PROGRAMS, AND FORMS

Any reference in this Lease, by name or number, to a government department, agency, statute, regulation, program, or form shall include any successor, amendment, or similar department, agency, statute, regulation, program, or form.

8. APPLICABLE LAWS AND REGULATIONS

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

b. The Lessee shall be solely responsible for obtaining at its cost and expense any permits or licenses required for its operations under this Lease, independent of any existing permits or licenses held by the Lessor.

c. The Lessee understands and acknowledges that the granting of this Lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or Section 408 (33 U.S.C. § 408) or any other permit or license which may be required by Federal, State, interstate, or local laws, regulations, and ordinances in connection with the Lessee's use of the Premises.

d. The Lessee shall promptly report to the Lessor any incident for which the Lessee is required to notify a Federal, State, or local regulatory agency or any citation by a Federal, State, or local regulatory agency of non-compliance with any applicable law, ordinance, or regulation.

e. The Lessee shall comply with the Land Use Regulations attached hereto as **EXHIBIT B**.

9. DISCLAIMER

This Lease is effective only insofar as the rights of the United States in the Premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights.

10. TRANSFERS AND ASSIGNMENTS

Without prior written approval of the Lessor, the Lessee shall not transfer or assign this Lease, sublet the Premises or any part thereof, or grant any interest, privilege, or license whatsoever in connection with this Lease. Failure to comply with this paragraph shall constitute a breach for which the Lessor may immediately terminate the Lease.

11. CONDITION OF PREMISES

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

12. SUBJECT TO EASEMENTS

This Lease is subject to all existing easements, whether of record or not, 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 Lessor, interfere with the use of the Premises by the Lessee.

13. SUBJECT TO MINERAL INTERESTS

This Lease is subject to all outstanding mineral interests. As to federally owned mineral interests, the Lessee understands and acknowledges that such interests may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), Department of the Interior which has responsibility for mineral development on federal lands. The Lessor will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the Premises from activities that would interfere with the Lessee's operations or would be contrary to local law.

14. PROTECTION OF PROPERTY

a. For the purposes of this condition, the term "Lessee" shall include Lessee's employees, officers, agents, invitees, contractors and subcontractors, assigns, licensees, sublessees, subgrantees, and other affiliates.

b. The Lessee shall keep the Premises in good order and repair and in a decent, clean, sanitary, and 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 the Lessor, or at the election of the Lessor, reimbursement made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the Lessor.

c. The Lessee shall immediately notify the Lessor upon discovery of any hazardous conditions on the Premises that present an immediate threat to health and/or danger to life or property. The Lessor, upon discovery of any hazardous conditions on the Premises that present an immediate threat to health and/or danger to life or property, will so notify the Lessee. In addition to the rights of termination for noncompliance or at will (for any reason at any time), upon discovery of any hazardous conditions on the Premises by the Government, or upon notice of Lessee's discovery of such conditions, the Government shall close, or cause the Lessee to close the affected part or all of the Premises to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected, the Lessor will have the option to: (1) correct the hazardous conditions and collect the cost of repairs and any other

resulting damages, including consequential damages and loss in value to the premises from the Lessee, if the conditions were caused by Lessee; or, (2) revoke the Lease for noncompliance or at will (for any reason at any time) and the Lessee shall restore the Premises in accordance with the Condition on **RESTORATION**. The Lessee shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition on **PROTECTION OF PROPERTY**. Hazardous conditions not caused by the Lessee will be dealt with at the discretion of the Lessor, but the Lessee will nonetheless be responsible for closing the area as directed by the Lessor or complying the Lessor's closing of the area, as applicable, in accordance with this condition.

15. 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 purpose necessary or convenient in connection with government purposes; to make inspections, to remove timber or other material, 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 Premises or portion(s) thereof as may be necessary in connection with government purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

16. TITLE TO IMPROVEMENTS

The demolition, renovation, and construction of improvements by the Lessee are private undertakings, and during the term of this Lease title to all such improvements vest and remain in Lessee. The improvements shall remain real property for the duration of this Lease. All structures and equipment furnished by the Lessee shall be and remain the property of the Lessee during the term of the Lease. Upon expiration, revocation, or termination of the Lease, disposition of such improvements shall be accomplished in accordance with the condition on **RESTORATION**.

17. DESTRUCTION BY UNAVOIDABLE CASUALTY

If the Premises or improvements thereon shall be destroyed or be so totally damaged by fire or other unavoidable casualty so as to render the Premises untenable, wholly or in part, then payment of rent shall cease and either party may forthwith terminate this Lease by written notice to that effect, notwithstanding the condition on **TERMINATION**. If part of the Premises or the improvements were rendered untenable, rental payment may be apportioned to reflect the part remaining usable to Lessee. In the event the Lease is not terminated, the Lessor shall diligently proceed to return the Premises and improvements to operation and resume payment of rent in a manner and in a timeframe satisfactory to the Lessor.

18. RENTAL ADJUSTMENT

In the event the Lessor revokes this Lease or in any other manner materially reduces the Premises 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 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 Lessor 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 Lessor; 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.

19. PROHIBITED USES

a. The Lessee shall not permit gambling on the Premises or install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the Premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the Premises any activity which would constitute a nuisance. The Lessee shall not sell, store or dispense, or permit the sale, storage, or dispensing of beer or other intoxicating liquors on the Premises.

b. The Lessee shall not construct or place any structure, improvement, or advertising sign on the Premises, or allow or permit such construction or placement without prior written approval of the Lessor.

20. ENVIRONMENTAL PROTECTION

a. The Lessee, including the Lessee's sublessees, successors, or assigns, and the employees, agents, contractors, and invitees of any of them, will use all reasonable means available to protect the environmental and natural resources and where damage nonetheless occurs from activities of the Lessee, including the Lessee's subtenant/successors or assigns, employees, agents, contractors and invitees of any of them, the Lessee shall be liable to restore the damaged resources.

b. The Lessee, including the Lessee's sublessees, successors, or assigns, and the employees, agents, contractors, and invitees of any of them, shall protect the _____ Project against pollution of its air, ground, and waters by complying, at its sole cost and expense, with all Environmental Laws that are or may become applicable to the Premises or the Lessee's activities on the Premises, including but not limited to all applicable federal, State, and local laws, regulations, United States Army Corps of Engineers policies, and other requirements. The disposal of any toxic or hazardous materials within the Premises is specifically prohibited.

c. The term "Environmental Law", as used herein, means any statute, law, act, ordinance, rule, regulation, order, decree, or ruling of any Federal, State, and/or local governmental, quasi-governmental, administrative or judicial body, agency, board, commission, or other authority relating to the protection of health and/or the environment or otherwise regulating and/or restricting the use, storage, disposal, treatment, handling, release, and/or transportation of Hazardous Substances, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, the Clean Air Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Emergency Planning and Community Right To Know Act, and the environmental control laws of the State of _____, each as now or hereafter amended, and all regulations and interpretive guidelines respectively promulgated thereunder. Compliance with such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, State, interstate or local governmental agency, are hereby made a condition of this Lease.

d. The Lessee is required to participate in all aspects of an environmental assessment, including but not limited to pre-briefings, the Outgrant Pre Visit Questionnaire, the assessment, exit briefings, of its outgranted area. The Lessee shall promptly initiate and complete all necessary corrective actions, as determined and directed by the said officer, in order to fully resolve those findings contained in Environmental Assessment Report(s) that the said officer determines must be implemented. Failure of the Lessee to take the required corrective action(s) identified in the Environmental Assessment Report(s) may be referred to the appropriate enforcement agency, which will render final determinations with respect to compliance with relevant laws or regulations. Continued non-compliance by the Lessee may also serve as grounds for revocation of this Lease.

f. The use of any pesticides or herbicides within the Premises shall be in conformance with all applicable Federal, State, interstate, and local laws and regulations. The Lessee must obtain approval in writing from the said officer before any pesticides or herbicides are applied to the Premises.

21. ENVIRONMENTAL CONDITION OF PROPERTY

An Environmental Condition of Property (ECP) report may be required by the Secretary upon expiration, revocation, termination, or relinquishment of this Lease to assess and document the environmental condition of the property at that time, if the need is warranted. This report/assessment will assist in determining any environmental restoration requirements that would need to be completed by the Grantee. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION**.

22. EXCAVATION RESTRICTIONS AND NOTIFICATION

In the event that the Lessee discovers unexpected, buried debris or a foreign, potentially unsafe or hazardous substance, the Lessee will immediately cease work in the affected area, immediately notify the said officer, and protect the affected area and the material from further disturbance until the said officer gives clearance to proceed. Such abeyance of activity in the affected area shall not constitute a default of the Lessee's obligation under this Lease.

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 the Lessor and protect the site and the material from further disturbance until the Lessor gives clearance to proceed.

24. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to the Lessor, all soil and water conservation structures that may be in existence upon said 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 by the Lessor, at the Lessee's sole cost and expense.

25. NATURAL RESOURCES

The Lessee shall cut no timber; conduct no mining operations; remove no sand, gravel, or kindred substances from the ground; commit no waste of any kind; or in any manner substantially change the contour or condition of the Premises except as authorized in writing by the Lessor.

26. FORCE PROTECTION STANDARDS

Any facilities constructed on the Premises may be constructed using commercial standards in a manner that provides force protection safeguards appropriate to the activities conducted in, and the location of, such facilities.

27. RESTORATION

a. Upon expiration, revocation, or termination of this Lease, the Lessee shall vacate the Premises, remove its real property improvements and personal property (Lessee's property) from the Premises unless otherwise agreed by the Lessor, and restore the Premises to a condition satisfactory to the Lessor. Such restoration shall

include restoration of all property of the United States on the Premises and environmental restoration as determined based on the condition on **ENVIRONMENTAL CONDITION OF PROPERTY**.

b. In the event this Lease is terminated or revoked by the Lessor for any reason, the Lessor may grant the Lessee a non-exclusive revocable license to use the Premises to vacate, remove Lessee's property therefrom, and restore the Premises to the required condition. Such license shall generally be for a period not to exceed ninety (90) days.

c. If the Lessee shall fail or neglect to remove Lessee's property and restore the Premises as required in this condition on **RESTORATION**, the Lessor may cause restoration work to be performed, including but not limited to removal of Lessee's property from the Premises. The Lessee shall have no claim for damages against the United States or its officers or agents related to or resulting from any removal of Lessee's property or any restoration work. The Lessee shall pay the United States on demand any sums which may be expended by the United States after expiration, revocation, or termination of the Lease to remove Lessee's property and to restore the Premises.

d. Upon written agreement by the Lessor, any or all of the Lessee's property may be surrendered to the United States in lieu of removal, with title vesting in the United States without additional consideration, therefore. The Lessee grants the Lessor power of attorney to execute any deed, bill of sale, or other documents to clear title to such real property improvements or personal property which the Lessor has agreed shall not be removed from the Premises. The Lessor may provide appropriate evidence of title in the Lessee to all property being removed by Lessee.

28. TERMINATION

a. The Lessor may terminate this Lease at any time (i) if the Lessee fails to comply with any term or condition of this Lease, or (ii) at will (i.e., at any time for any reason).

b. The Lessee may terminate this Lease at any time by giving the Lessor at least thirty (30) days' notice in writing, provided that no refund by the United States of any rent due and paid shall be made, and provided further, that Lessee shall be responsible to pay any and all rent set forth in the condition on **CONSIDERATION** that becomes due and payable prior to the effective date, as defined in the condition on **NOTICES**, of such notice.

29. FAILURE OF LESSOR TO INSIST UPON COMPLIANCE

a. The failure of the Lessor to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this Lease shall not be construed as a waiver or relinquishment of the Lessor's right to the current or future performance of any such terms, covenants, or conditions and the Lessee's obligations in respect to such performance shall continue in full force and effect.

b. No remedy herein or otherwise conferred upon or reserved to Lessor shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at or in equity, regulation, or by statute. Every power and remedy given by this Lease to Lessor may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

30. DISPUTES

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. §§ 7101-7109) (the Act), all disputes arising under or relating to this Lease shall be resolved under this clause and the provisions of the Act.

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

c.

(1) A Claim by the Lessee shall be made in writing and submitted to the Lessor for a written decision. A claim by the Government against the Lessee shall be in the form of a written decision by the Lessor.

(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; and

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

(iv) the certifier is authorized to certify the claim on behalf of the Lessor.

(3) The individual signing on behalf of the Lessee must be authorized to certify the claim on behalf of the Lessee and shall be:

(i) If the Lessee is an individual, the certificate shall be executed by that individual.

(ii) If the Lessee is not an individual, the certification shall be executed by an individual authorized to certify on behalf of the entity who is –

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

(B) 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 Lessor must, if requested in writing by the Lessee, render a decision within sixty (60) days of receipt of the request. For Lessee-certified claims over \$100,000, the Lessor must decide the claim or notify the Lessee of the date by which the decision will be made within sixty (60) days of receipt of the request.

e. The Lessor'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 Lessor 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 certificate 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 or the amount found due and unpaid by the Government from (1) the date the Lessor 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 Lessor receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on **CONSIDERATION**.

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

31. 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.

Notwithstanding any other provision of this Lease, any provision that purports to assign liability to the United States Government shall be subject to and governed by Federal law, including but not limited to the Contract Disputes Act of 1978 (41 U.S.C. Sections 7101-7109 (2012)), the Anti-Deficiency Act (31 U.S.C. Sections 1341 and 1501), and the Federal Tort Claims Act (28 U.S.C. Section 2671, et seq.).

32. NO INDIVIDUAL LIABILITY OF UNITED STATES OFFICIALS

No covenant or agreement contained in this Lease shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the United States, in his or her individual capacity and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Lease, whether by virtue of any constitution, statute, or rule of law or by the enforcement of any assessment or penalty, or otherwise.

33. ANTI-DEFICIENCY ACT

Nothing in this Lease shall obligate the Lessor to obligate appropriated funds in violation of the Anti-Deficiency Act 31 U.S.C. §§ 1341-1351. Notwithstanding the foregoing, nothing contained in this Lease shall limit, diminish, or eliminate any rights that the Lessee or its successors or assigns may have against the Lessor under applicable statutes, rules, or regulations.

34. 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 paid promptly 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.

35. 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 fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the Lessor shall have the right to annul this Lease without liability or, in its discretion, to require the Lessee to pay to the Lessor, in addition to the Lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

36. SEVERAL LESSEES

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

37. MODIFICATIONS AND CONSENTS

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

b. The provisions of this Lease may only be superseded, modified, or repealed pursuant to a written amendment or supplemental agreement to this Lease.

38. MERGER

This Lease and any other agreement shall not merge. In the event the terms and conditions of this Lease conflict with the terms and conditions of any other agreement, the terms and conditions of the Lease shall prevail.

39. NOT PARTNERS

Nothing contained in this Lease will make, or will be construed to make, the Lessor and the Lessee hereto partners or joint venturers with each other, it being understood and agreed that the only relationship between the Lessor and the Lessee under this Lease is that of landlord and tenant with respect to the Premises.

40. 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 Premises, because of race, color, religion, sex, sexual orientation, gender identity, age, handicap, or national origin. The Lessee shall comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

41. LABOR, MATERIAL, EQUIPMENT, AND SUPPLIES

Lessee shall bear the sole responsibility for furnishing and paying for all labor, materials, equipment, and supplies used in conjunction with the exercise by the Lessee of any right granted hereunder, unless specifically absolved from said responsibilities elsewhere within this Lease.

42. DETERMINATION REGARDING EXECUTIVE ORDER 13658

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

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

b. 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, 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.

43. DETERMINATION REGARDING EXECUTIVE ORDER 13706

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

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 _____, 2025.

U.S. ARMY CORPS OF ENGINEERS

JENNIFER L. WILSON

Chief, Real Estate Division

Real Estate Contracting Officer

THIS LEASE is also executed by the Lessee this _____ day of _____, 2025.

LESSEE

ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

BEFORE ME, a Notary Public in and for _____ County, personally appeared **LESSEE**, to me known to be the identical person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the said instrument for the purposes therein expressed.

GIVEN under my hand and seal, this _____ day of _____, 2025.

NOTARY PUBLIC

My commission expires on the _____ day of _____.

ACKNOWLEDGEMENT

STATE OF _____)
) ss
 COUNTY OF _____)

BEFORE ME, a Notary Public in and for _____ County,
 personally appeared **JENNIFER L. WILSON**, to me known to be the identical person
 and officer whose name is subscribed to the foregoing instrument and acknowledged to
 me that she executed the said instrument by authority of the Secretary of the Army, for
 the purposes therein expressed as the act and deed of the United States.

GIVEN under my hand and seal, this _____ day of _____, 2025.

 NOTARY PUBLIC

My commission expires on the _____ day of _____.