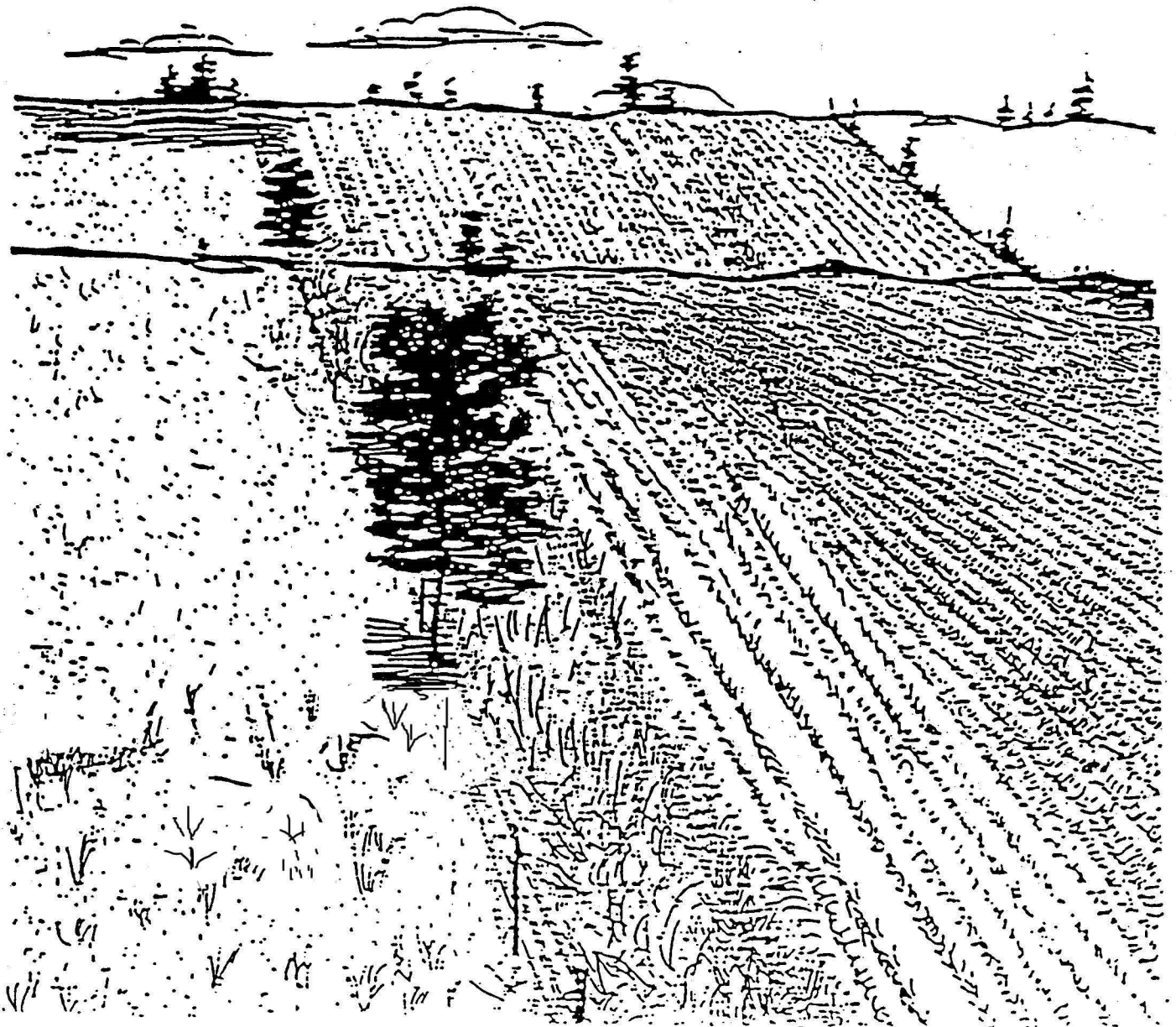


US Army Corps
of Engineers
Little Rock District

LOCK AND DAM NO. 5

INVITATION FOR BIDS TO LEASE AGRICULTURAL & GRAZING LANDS



Invitation No. W9127S-19-B-9701
Issued by:
District Engineer
Little Rock District
Corps of Engineers
700 West Capitol Avenue
Little Rock, Arkansas 72201-3221

November 8, 2018

INVITATION FOR BIDS
FOR LEASING DEPARTMENT OF THE ARMY REAL PROPERTY
LOCK AND DAM NO. 5

SEALED BIDS, subject to the conditions contained herein, will be received at the Office of the **Chief, Real Estate Division, Little Rock District, Corps of Engineers, Federal Office Building, 700 West Capitol Avenue, Little Rock, Arkansas, until 3:30 p.m. CST**, at place of bid opening on **December 12, 2018**, and then publicly opened in **Room 6509**, for the leasing of property of the United States described herein.

TIME OF OPENING: 3:30 p.m. CST

DATE OF OPENING: December 12, 2018

DEPOSIT REQUIRED: Not less than 10% of the annual rental offered.

Mailing Bids: Each bid must be enclosed in a sealed envelope marked and addressed as follows:

Bidder's name and address

Sealed Bid for lease of property at:
LOCK AND DAM NO. 5, ARKANSAS
INVITATION NO. W9127S-19-B-9701
To be opened: 3:30 p.m., CST
December 12, 2018

TO: Chief, Real Estate
Little Rock District, Corps of Engineers
ATTN: CESWL-RE-M
P.O. Box 867
Little Rock, Arkansas 72203-0867

Invitation No. W9127S-19-B-9701

Objective: The overall objective of this leasing program is set out in the Land Use Regulations which are attached as Exhibit "A" for the information of prospective bidders.

Property to be Leased.

Lease Plot No.	Approximate Acreage	Wildlife Improvements	Purpose	Animal Units	Description
1-LD-5	57.0	No	Hay	0	Part of the W¹/₂ of Section 20, T8N, 20W, Pope County, AR, containing 57.00 acres, more or less.

Maps. A map showing the location of the property is attached hereto as Exhibit "B" for the information of prospective bidders. Lease plot photo map showing the location of the property and detailed land use designations for the lease plot are available for examination at the Pine Bluff Site Office, Pine Bluff, Arkansas.

Description Approximate. The above description of the property and the maps are believed to be correct, but any error or omission in the description 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 reduction of rental.

Purpose of Leasing. The property will be leased for agricultural and grazing purposes and to develop an environment beneficial to the species of wildlife in the area.

Authority of Law. The authority of law for the granting of the leases is Title 10, United States Code, Section 2667.

Terms and Conditions of Leasing.

a. Form of Lease. The successful bidder will be required to enter into a lease, copy attached as Exhibit "C". The lease will be subject to any oil and gas leases, existing easements for electric power transmission lines, telegraph or telephone lines, water, gas, gasoline, oil or sewer pipelines, or other facilities located on the property covered by said leases. Holders of oil and gas leases have the right to enter upon the property to explore, drill, and produce oil and gas.

b. Term. The leases will be for a term of five years, beginning January 1, 2019 and ending December 31, 2023 with an option to renew for an additional five 5 year term without competition with the approval of both parties and an updated annual rent based upon a review of the fair market value at the end, of the first term.

c. Payments of Rental. The lease will provide for the payment of rental to the United States, in advance, as stated below. The first payment, less the sum deposited as a guaranty with bid, will be made at the time of delivery of the lease to the lessee. For rental purposes, the period, the period from January 1, 2019 to December 31, 2023 will be considered the same as a full year.

- (1) No bid of less than \$75.00 per annum will be accepted.
- (2) Rental of \$200 or less per annum will be paid annually.
- (3) Rental of \$200 per annum or more and less than \$500 per annum may be paid in equal semiannual installments.
- (4) Rental of \$500 per annum or more may be paid in equal quarterly installments.

(5) A charge, in an amount to be determined by law or regulation, will be imposed on late payment of rent or other payments due under this agreement for each 30-day period that the payment is overdue. The full late charge will also be applicable to periods of less than 30 days.

d. Lessee Not to Participate in Certain Federal Cost Sharing for Soil Conservation Practices. Certain soil conservation practices required by the land use management regulations are subject to rental abatement. By acceptance of this abatement, the lessee agrees that he will not accept any Federal or State cost-sharing payments or subsidies for the same soil conservation practices. The lessee may, however, elect to receive USDA conservation benefits for such conservation practices instead of a rental abatement.

e. Fencing. Fencing to meet the lessee's requirements and needed to operate the leased premises is the responsibility of the lessee. Fenceposts will not be cut from Government property. Fencing will not be attached to trees in any manner.

Grazing in excess of authorized animal units will not be tolerated. Violations could result in termination of the affected lease. If lease is terminated and animals are still found on Government property, owner may be issued a citation, per animal, per day, and/or impoundment of the animals in accordance with Code of Federal Regulations, Title 36, Chapter III, Part 327.

Lessees are therefore encouraged to take advantage of rental offset fencing, as authorized by the Work Items Credit Schedule (Land Use Regulations, Attachment 1) in order to prevent overgrazing and exceeding authorized animal units.

f. Pollution. In conducting activities on the leased property, the lessee shall comply with all state, Federal, and local laws and codes in regard to air and water pollution and solid waste disposal.

g. Warranty. Bidders are expected to inspect the property and form their own conclusions as to access and its suitability for their purposes. Property will be leased subject to the conditions herein and the lease form.

h. Deposit Required. No bid will be considered unless it is accompanied by a deposit in an amount approximately equal to and not less than ten (10) percent of the amount of the annual rental offered, to guarantee that the bidder will enter into a written lease and pay the balance of the rental due within ten (10) days after the date of receipt of written notice of acceptance of his bid and a draft of lease for execution. Such guaranty must be in the form of a money order or check, payable to the FAO, U.S. Army, Little Rock District, or cash. The deposit of the successful bidder will be retained by the Government to apply against payment of the balance of the annual rental offered and deposits of unsuccessful bidders will be returned, without interest, as promptly as possible after rejection, provided, however, that in the event of default by any bidder hereunder, that bidder's deposit may be applied by the Government to any loss, cost, and expense occasioned to the Government thereby, including any loss, cost, and expense incurred in leasing the property and including any Difference

between the amount specified in the bid and the amount for which the Government may lease the property, if the latter amount be less than the former. The bidder is liable for the full amount of damages sustained by the Government because of this default; such liability is not limited to the amount of the bidder's deposit.

i. Acceptance of Bids. All bids will remain open for acceptance or rejection for a period of 15 days from the date of opening bids. Notice of awards will be given to successful bidders as soon after the date of opening bids as practicable. Notice by the Government of acceptance of a bid if not given to the successful bidder personally or to a duly authorized representative of such bidder, will be deemed to have been sufficiently given when mailed in a postpaid or franked envelope to the bidder at the address indicated in his bid.

j. Rejection of Bids. The right is reserved, as the interest of the Government may require, to reject any and all bids and to waive any informality in bids received, and to accept or reject any item of any bid unless such bid is qualified by specific limitation.

k. Award of Lease. Award will be made to the highest responsible bidder, provided his bid is reasonable, and it is in the interest of the Government to do so. In the event equal high bids are received, the successful bidder will be determined by a drawing by lot.

l. Default. In the event of failure on the part of a successful bidder to enter into a lease and to pay the balance of the rental due within ten (10) days after the date of receipt of notification by the Government that his bid has been accepted and the presentation to him of a draft of lease for execution, or in the event of failure of a successful bidder to otherwise comply with the terms of this Invitation for Bids, the Government may declare the bidder in default and the deposit will be retained as liquidated damages.

m. Covenant Against Contingent Fees. The bidder warrants that no one has been employed to solicit or secure a lease for a fee.

n. Free Public Use. The lessee will cooperate in programs for the management and improvement of fish and wildlife and in furtherance thereof the leased premises will be subject to free public use for fishing and hunting. Hunting and fishing are permitted in accordance with all applicable Federal, State, and local laws for the protection of fish and game, except in prohibited areas.

Instructions to Bidders.

a. Bids Subject to These Terms. All bids submitted shall be deemed to have been made with full knowledge of all the terms, conditions, and requirements herein contained.

b. Submission of Bids. Bids must be submitted, one copy only, on the form attached.

c. Execution of Bids. Bids must give full address of bidder and be signed with the usual signature.

Invitation No. W9127S-19-B-9701

d. Withdrawal of Bids. Bids may be withdrawn on written or telegraphic requests received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right to withdraw the bid after it has been opened.

e. Opening of Bids. At the time fixed for opening bids, their contents will be made public for the information of bidders and others properly interested who may be present either in person or by representative.

f. Additional Information. Any additional information may be obtained from the following:

District Engineer, Little Rock District, Corps of Engineers, Federal Office Building, 700 West Capitol Avenue, Little Rock, Arkansas 72203, telephone 501-324-5716.

Operations Manager, Pine Bluff Site Office, Pine Bluff, Arkansas 71611, telephone 870-534-0451.

Revised 2018

LAND USE REGULATIONS
PINE BLUFF SITE OFFICE
LOCK AND DAM NO. 5 - ARKANSAS

The overall goal of this leasing program is to develop an environment beneficial to the species of wildlife indigenous to the Arkansas River area while making certain lands available for the interim use of agriculture and grazing. A properly managed agricultural-grazing operation is one of the tools which will result in a benefit to the overall wildlife program. To obtain this goal, certain practices in land management must be followed by the lessee's.

GENERAL CONDITIONS

1. The lessee shall conduct all operations in accordance with the land use practices set forth herein in a timely manner at no expense to the Government, unless otherwise provided.
2. The lessee may be directed to perform services in lieu of all or a portion of the cash rental; however, that option is the Chief, Real Estate and not the lessee's.
3. All operations shall be conducted with extreme care to avoid the destruction or disturbance of reference posts, boundary or survey monument markers or benchmarks.
4. Fencing to meet the lessee's requirements and needed to operate the leased premises consistent with these land use regulations is the responsibility of the lessee. Any new fence construction or fence replacement must be approved in writing by the Site Manager, Pine Bluff Site Office. Repair of existing fence may be performed as necessary. Fence posts will not be cut from Government property. Fencing will not be attached to trees in any manner.
5. No burning will be allowed without prior written approval from the Site Manager, Pine Bluff Site Office, and the lessee shall protect the lands from wildfire.
6. All pesticides, restricted and non-restricted, must be applied in accordance to label directions. Lessees must possess up-to-date licensing/certification from the Arkansas State Plant Board prior to applying any restricted use pesticides. Actual quantities will be reported annually to the Chief, Real Estate Division on Form No. SWL 343. Forms will be furnished by the Chief, Real Estate Division. Improper transportation, use or disposal of any pesticides can be immediate grounds for lease termination.
7. The application of lime and fertilizers must be applied in accordance with recommendations from soil test results. These soil tests can be obtained through the local County Extension Agents Office. Lessees will report actual quantities of lime and fertilizers applied (regardless of application) to the Chief, Real Estate Division annually on Form No. SWL 343. Forms will be furnished by the Chief, Real Estate.
8. Application of animal or human waste as fertilizer is prohibited. This includes surface or ground injection methods.

9. The Chief, Real Estate, or his/her authorized representative, shall be allowed to cross the lessee's property, as necessary, to inspect government property.

10. Tall Fescue cannot be planted on government property. A high percentage of Tall Fescue is believed to be infected with an endophyte fungus that is toxic to both domestic livestock and wildlife.

SPECIAL CONDITIONS

1. PHOTO MAP SYMBOL - "HL", HAYLANDS. Lands marked with the symbol "HL" on photo map may be used for hay production only. Livestock grazing is prohibited. The following will apply:

a. As necessary to maintain good haylands, control weeds and brush by mowing to a height no less than four (4) inches during the period 1 June through 1 September each year or by applying herbicides as approved in writing by the Chief, Real Estate Division or authorized representative. Mowing or brushhogging, not to exceed one time per year, can be directed by the Chief, Real Estate Division or authorized representative. This will be at the lessee's expense.

b. Mowing for hay may be performed only during the period 1 June through 1 September at a height of no less than 4 inches.

c. Haylands will not be plowed or broken except for improvement and only then with the written approval of the Chief, Real Estate Division or authorized representative. "No till drill" practices will be permitted with written approval. Annual Rye, Wheat, Korean Lespedeza, Kobe Lespedeza, Proso Millet, Big Bluestem, Little Bluestem, Gamagrass, Indiangrass, and Switchgrass are approved seed types for this practice. Other native perennial and annual grasses along with non-native annuals may be planted with written approval.

d. Baled hay must be removed from the lease plot within 14 days of baling. Spoiled or broken bales must be removed from the lease plot within 14 days of cutting unless the Site Manager allows them to be placed in areas to aid in erosion control.

e. Any application of lime and fertilizers must be in the quantity and analysis indicated by soil test results which can be obtained upon request through the local County Extension Agent Office. If application is directed by the Chief, Real Estate Division or authorized representative, specific areas for application and quantities will be defined and rental credit or refund will be at the rates set out in the attached Work Items Credit Schedule (irrespective of the actual costs to the lessee). The Site Manager will be notified at least 7 days prior to application to allow a representative to witness the application. Receipts for lime and fertilizers will be furnished to the Site Manager before rental credit or refund will be accomplished. This application must also be in accordance with soil test results.

f. Mowing must be accomplished within 15 feet of the line formed by delineator posts. If delineator posts are not present, the area must be mowed to within 15 feet of the edge of any boundary road.

g. Mowing will be no closer than two feet nor more than four feet from planted trees, posts, poles, etc.

LANDS USE REGULATIONS - WORK ITEMS CREDIT SCHEDULE

Work to be performed under this Schedule shall not exceed the five year cash rental consideration. The work may include, but is not limited to, the application of lime and fertilizers, the planting of cover crops, boundary and interior fencing, discing and brushhogging, and performing miscellaneous farm management practices. The Chief, Real Estate Division or designated representative will direct, in writing, the work to be performed including the exact location, quantity, and the time frame. No work under the Work Items Credit Schedule is to be performed prior to receiving written approval from the Chief, Real Estate Division or designated representative.

Rates for rental credit or refund will be as follows:

- a. Application of lime \$25.25 per ton
- b. Application of fertilizer per hundred pounds as follows:

Fertilizer	Rental Offset Per 100 lbs.
10-20-20	\$11.00
10-20-10	\$9.50
17-17-17w/urea	\$11.00
17-17-17	\$11.50
13-13-13	\$9.50
10-20-10	\$9.50
10-20-20	\$11.00
19-10-20	\$11.50
20-10-10	\$10.00
12-24-12	\$11.00
05-15-30	\$11.00
09-24-24	\$12.00
15-15-23	\$12.00
17-00-30	\$11.50
20-00-15	\$8.50
20-15-15	\$12.00
21-07-17	\$11.00

24-08-08	\$10.50
20-20-00	\$10.00
20-00-20	\$10.50

c. Prepare soil and plant cover crops per acre as follows:

- 1) Wheat at the rate of 100 pounds per acre \$35.50 per acre
- 2) Oats at the rate of 100 pounds per acre \$37.50 per acre
- 3) Winter Ryegrass at the rate of 100 pounds per acre \$30.50 per acre
- 4) Crimson Clover at the rate of 20 pounds per acre \$45.50 per acre
- 5) Arrowleaf Clover at the rate of 7 lbs. per acre \$45.50 per acre
- 6) Common or Hairy Vetch at the rate of 25 lbs. per acre \$53.50 per acre

d. Construct 5-strand 12 & 1/2 gage barbed wire boundary fence with 6 foot steel posts on 10-foot centers.

ALL LABOR AND MATERIALS PROVIDED BY LESSEE

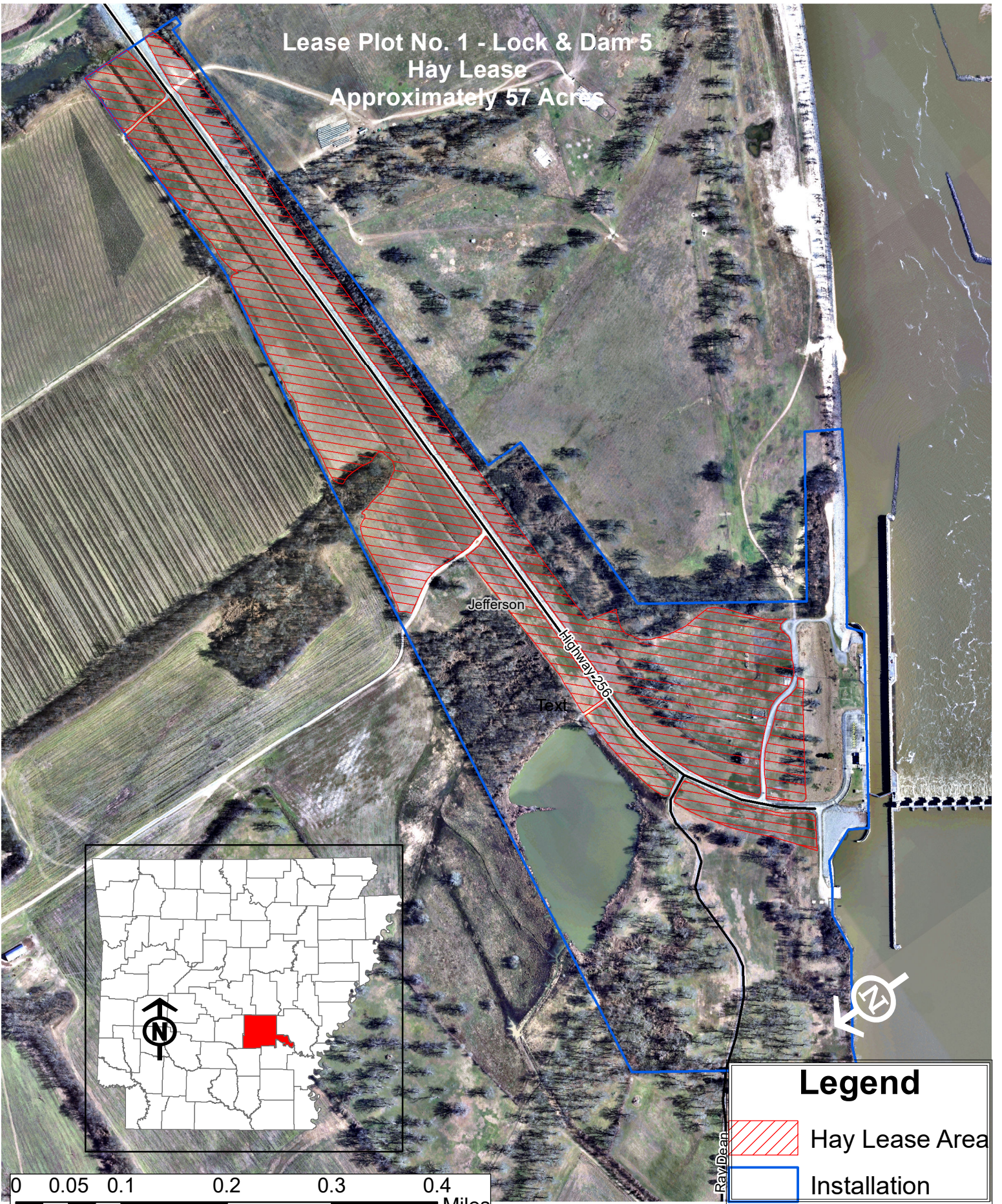
Fence will remain government property and will not be removed.

Rental offset per foot \$3.00



e. Brushhogging \$30.50 per acre

Other work under the terms of the lease, or work listed on this schedule, but not specifically directed in writing by the Chief, Real Estate Division or authorized representative, will be at the sole expense of the lessee.

Lease Plot No. 1 - Lock & Dam 5
Hay Lease
Approximately 57 Acres



Legend

-  Hay Lease Area
-  Installation



US ARMY CORPS
OF ENGINEERS
Little Rock District
Pine Bluff Site Office



This image is an approximate representation and may not be used as a legal document due to errors in the generation process. The Corps of Engineers is not responsible for any incorrect information provided in this map.

**DEPARTMENT OF THE ARMY LEASE
FOR AGRICULTURAL OR GRAZING PURPOSES**

LOCATED ON

LOCK AND DAM 5

ANY COUNTY, ARKANSAS

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and **Any One, #### Any Road, Any City, Arkansas #####**.

WITNESSETH:

That the Secretary, by authority of Title 10, United States Code, Section 2667, and for the consideration set forth herein, hereby leases to the Lessee the property hereinafter identified as **Lease Plot No. #-#, Any County, Arkansas**, containing **##** acres, more or less, as outlined on the attached Lease Plot Photo Map, attached hereto and made a part hereof, hereinafter referred to as the premises, for **HAYLAND/CROPLAND** purposes, and in accordance with the Land Use Regulations identified in Exhibit "A", which is attached hereto and made a part hereof.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of **Five (5) years**, beginning **January 1, 2019**, and ending **December 31, 2023**, but revocable at will by the Secretary. The lease may be renewed for a second five (5) year term without competition with the approval of both parties and an updated annual rental based upon a review of the fair market value at the end of the first five (5) years.

2. CONSIDERATION

a. The Lessee shall pay rental in advance to the United States in the amount of **##### and No/100 Dollars (\$#.##) per annum**, payable **annually** in advance, to the order of the **FAO, U. S. Army, Little Rock District**, and mailed to the **U.S. Army Corps of Engineers Finance Center, ATTN: CEFC-AD-C, 5720 Integrity Drive, Millington, Tennessee 38054-5005**.

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 later of the due date or the date notification of the amount due is mailed to the Lessee. An administrative charge to cover the cost of processing and handling each late payment will also be imposed.

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

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

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to **(address on page 1)**

and if to the United States, to the **Chief, Real Estate Division, Little Rock District, Corps of Engineers, Attention: CESWL-RE-M, P. O. Box 867, Little Rock, Arkansas 72203-0867**, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

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

5. SUPERVISION BY THE CONTRACTING OFFICER

The use and occupation of the premises shall be subject to the general supervision and approval of the Chief, Real Estate Division, Little Rock District, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

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

7. CONDITION OF PREMISES

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

8. TRANSFERS AND ASSIGNMENTS

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

9. PROTECTION OF PROPERTY

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

10. RENTAL ADJUSTMENT

In the event the United States revokes this lease or in any other manner materially reduces the leased area or materially affects its use by the Lessee prior to the expiration date, an equitable adjustment will be made in the rental paid or to be paid under this lease. Where the said premises are being used for farming purposes, the Lessee shall have the right to harvest, gather and remove such crops as may have been planted or grown on 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.

11. RIGHT TO ENTER AND FLOOD

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

12. INDEMNITY

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

13. RESTORATION

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

14. NON-DISCRIMINATION

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

15. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the Lessor, interfere with the use of the premises by the Lessee.

16. SUBJECT TO MINERAL INTERESTS

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

17. TERMINATION

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

18. PROHIBITED USES

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

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

19. PROTECTION OF NATURAL RESOURCES

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

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

20. DISPUTES

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 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 payment that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

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

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

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

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

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

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 certification described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the 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 performance of the lease, pending final resolution of any request for relief, claim, appeal, or action arising under the lease, and comply with any decision of the Lessor

21. ENVIRONMENTAL PROTECTION

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

b. The Lessee will use all reasonable means available to protect the environment and

natural resources, and where damage nonetheless occurs arising from activities of the Lessee, the Lessee shall be liable to restore the damaged resources.

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

22. HISTORIC PRESERVATION

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

23. SOIL AND WATER CONSERVATION

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

24. TAXES

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

25. COVENANT AGAINST CONTINGENT FEES

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

26. OFFICIALS NOT TO BENEFIT

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

general benefit of such corporation or company.

27. SEVERAL LESSEES

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

28. MODIFICATIONS

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

29. DISCLAIMER

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

30. That the Lessee will cooperate in programs for the management and improvement of fish and wildlife and in furtherance thereof the leased premises will be subject to free public use for fishing and hunting. Hunting and fishing are permitted in accordance with all applicable Federal, state, and local laws for the protection of fish and game, except in prohibited areas designated by the said officer.

31. Executive Order 13658

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 from the claims of subcontractors and contractor employees.

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

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

LaTasha Rideout
Chief, Management and Disposal Branch

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

ANY ONE

Post Office Address

City, State, Zip Code

Phone: _____

BIDDER'S COPY
FOR LEASING UNITED STATES REAL PROPERTY
LOCK AND DAM NO. 5, ARKANSAS

(Date of Bid)

TO: Chief, Real Estate Division
Little Rock District
Corps of Engineers
ATTN: CESWL-RE-M
PO Box 867
Little Rock, Arkansas 72203-0867

The undersigned, in accordance with the above-numbered Invitations for Bids, and subject to all the conditions and requirements thereof, which, so far as they relate to this bid are made a part of it, proposes to enter into a lease for the property bid on below and hereby agrees to pay the rental set out below:

<u>Lease Plot No.</u>	<u>Annual Rental*</u>	<u>Lease Plot No.</u>	<u>Annual Rental</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I (We) make this bid with full knowledge of all the conditions and requirements hereinabove set forth, and will enter into a written lease with in ten (10) days after the date of receipt of notice of acceptance of this bid and a draft of lease for execution. I desire to pay the annual rental lump sum _____, quarterly_____, semiannually_____, or annually _____, as provided by paragraph c of the Terms and Conditions of Leasing of this written invitation (check one).

Enclosed is money order or check, payable to FAO, U.S. Army, Little Rock District, or cash in the amount of \$_____ to cover the required deposit (not less than 10 percent of the total annual rental bid).

Signed: _____

Name: _____

(type or print)

Address: _____

(City, State, and Zip Code)

Phone: _____

* Bids of less than \$75.00 per annum will not be accepted.