

WEB:

Sale of Government-Owned Forest Products

Link	Action Number	Description
<u>Notice of Availability of Agricultural and Grazing Lease Plots on Wilbur D. Mills and Norrell Lock and Dam</u>	W9127S-22-B-22980	The U.S. Army Corps of Engineers, Little Rock District, is accepting bids for agricultural and grazing lease plots on Wilbur D. Mills and Norrell Lock and Dam, Arkansas. Date and Time of Bid Opening: December 7, 2022, 10:00 AM Place of Bidding: Pine Bluff Site Office 4305 Charles W. Wooden Road, Pine Bluff, Arkansas 71601

Facebook

Real Estate – The U.S. Army Corps of Engineers, Little Rock District, is accepting bids through the morning of December 5, 2022, on Agricultural and Grazing Lease Plots on Wilbur D. Mills and Norrell Lock and Dam, Arkansas.

The 77.4 acres of land are divided into 4 Lease Plots, located in Arkansas County, Wilbur D. Mills and Norrell Lock and Dam, Arkansas. Lease Plots have been designated purposes for agricultural, grazing and/or haying use. A deposit of 10% of the bid is due upfront.

On-site visits and pre-entry meetings are available. Call (501)340-1052 to schedule a meeting.

Sealed bid packets may be mailed to the Corps of Engineers at ATTN: CESWL-RE-M, PO Box 867, Little Rock, Arkansas 72203, or to physical address, ATTN: CESWL-RE-M, Federal Building 6th Floor, Room No. 6509, 700 West Capitol Avenue, Little Rock, Arkansas. Bids may also be hand delivered to the bid opening at the Pine Bluff Site Office, 4305 Charles W. Wooden Road, Pine Bluff, Arkansas 71601 to be opened December 7, 2022, at 10:00 a.m.

Invitations for Bid may be viewed at <https://www.swl.usace.army.mil/Missions/Real-Estate/>

Requests for a hardcopy and/or additional information may be made through the Pine Bluff Site Office (501)324-6077 or through the Real Estate Office (501) 340-1052.



DEPARTMENT OF THE ARMY
LITTLE ROCK DISTRICT, CORPS OF ENGINEERS
Post Office Box 867
LITTLE ROCK, ARKANSAS 72203-0867

Dear Prospective Bidder:

On November 2, 2022, the Little Rock District, Corps of Engineers will issue Notice of Availability No. W9127S-22-B-22980, for Agricultural and Grazing Leases on, Wilbur D. Mills and Norrell Lock and Dam, Arkansas.

Description:

Approximately 77.4 acres of land divided in to **4 lease plots**, located in Arkansas County, Wilbur D. Mills and Norrell Lock and Dam, Arkansas. Lease plots have designated purposes for **agricultural, grazing or haying use**. Detailed lease plot descriptions and maps are provided in the Notice of Availability.

Bid openings will be held at the Pine Bluff Site Office, 4305 Charles W. Wooden Road, Pine Bluff, Arkansas 71601 on **December 7, 2022, at 10:00 A.M. CST.**

Sealed bids will be accepted by mail until 3:00 P.M. on December 5, 2022 or may be delivered in person to bid opening officials at the place of bid opening immediately prior to the bid opening on December 7, 2022. Prospective bidders must provide a bid on all products for an item.

Inspection invited between 8:00 a.m., and 4:00 p.m., Monday through Friday, excluding holidays. Arrange inspection with the Project Point of Contact: Mr. Russell Malahy, Natural Resource Specialist, Arkansas Post Field Office, telephone number (501) 324-6077 or (870) 509-3011. Bidders are required to call 24 hours in advance of the desired time for inspection.

Invitation for Bids will now be issued electronically. Hardcopies will no longer be automatically provided. Interested parties may obtain a copy of the Invitation for Bids from the Corps of Engineers at: <https://www.swl.usace.army.mil/Missions/Real-Estate/>. Requests for a hardcopy and/or additional information may be made from the Site office Point of Contact, listed below, or to Mr. Sylvester Jackson at 501-340-1052 or sylvester.jackson@usace.army.mil.

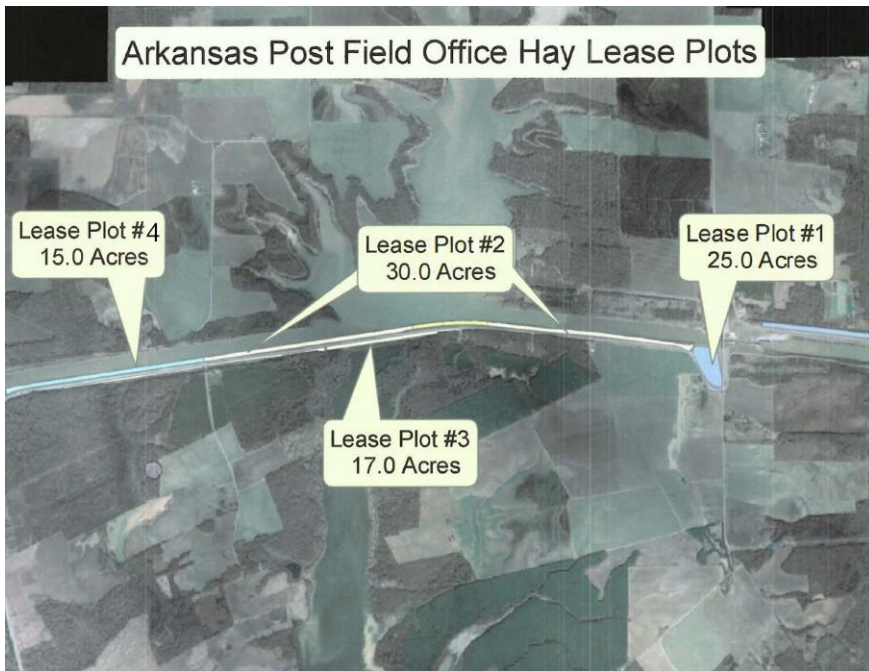
Place of Bid Opening: Pine Bluff Site Office
4305 Charles W. Wooden Road
Pine Bluff, Arkansas 71601

Date and Time: December 7, 2022, at 10:00 a.m. CST

Lease Term: Five-year term with a five-year option

Bid Deposit: Not less than 10% of the annual rental offered.

Arkansas Post Field Office Hay Lease Plots



Lease Plot No.	County	Use
1-LD	Arkansas	Haying
2-LD2	Arkansas	Haying
3-LD2	Arkansas	Haying
4-LD2	Arkansas	Haying

**NOTICE OF AVAILABILITY FOR AGRICULTURAL AND GRAZING LEASES
WILBUR D. MILLS AND NORRELL L&D**

NOTICE OF AVAILABILITY NO. W9127S-22-B-22980

November 2, 2022

Sealed bids subject to the terms and conditions set forth herein, in the Notice of Availability (NOA), for the agricultural and grazing leases on Government-owned property listed in this notice to bidders, will be received until the time, date, and at the place indicated below, and then publicly opened.

Persons interested in receiving a complete copy of this NOA should go to <https://www.swl.usace.army.mil/Missions/Real-Estate/> or request for a hardcopy may be made at (501) 340-1052.

DESCRIPTION: Approximately 77.4 acres of land in 9 parcels, located in Arkansas County, Wilbur D. Mills and Norrell L&D Arkansas. Detailed lease plot descriptions provided in NOA.

PURPOSE: Agricultural and Grazing

TIME OF OPENING: 10:00 a.m., CST

DATE OF OPENING: December 7, 2022

PLACE OF OPENING: Pine Bluff Site Office
4305 Charles W. Wooden Road
Pine Bluff, Arkansas 71601

LEASE TERM: 5-Year Lease with 5-year option

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

ISSUED BY: U.S. Army Corps of Engineers, Little Rock District
P.O. Box 867, Little Rock, Arkansas 72203

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.	Approx. Acreage	Wildlife Improvements	Purpose	Animal Units	Description
Plot 1-1 Plot 1-2	16.9	No	Hayland	0	North of and adjacent to Arkansas Post Canal & West Side of Lock No. 2
Plot 2-1 Plot 2-2	30.2	No	Hayland	0	North side of levee Parallel and adjacent to Arkansas Post Canal
Plot 3-1 Plot 3-2	15	No	Hayland	0	South Side of levee Parallel and adjacent to Arkansas Post Canal
Plot 4	15.3	No	Hayland	0	North side of levee Parallel and adjacent to Arkansas Post Canal

Maps. Maps showing the locations of the property are attached hereto as Exhibits "B-1" through "B-4" for the information of prospective bidders. Lease plot photo maps showing the location of the property and detailed land use designations for each lease plot are available for examination at the Pine Bluff Site Office.

Description Approximate. The above descriptions of the properties and the maps attached as Exhibits "B-1" through "B-4" 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, 2023**, and ending **December 31, 2027**, with a **five-year option** to renew.

c. Payments of Rental. The lessee 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 from May 1, 2023, to December 31, 2023, will be considered the same as a full year.

- (1) Rental of less than \$75.00 per annum will NOT be accepted.
- (2) Rental of \$200 or less per annum will be paid annually.
- (3) Rental of \$201 per annum or more and less than \$500 per annum may be paid in equal semiannual installments.
- (4) Rental of \$501 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. Fence posts will not be cut from Government property. Fencing will not be attached to trees in any manner.

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 30 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. Bidders are expected to inspect the property and form their own conclusions as to its suitability for the stated purposes. Failure to make such inspection will not constitute grounds for any claim for adjustment or for the withdrawal of the bid after the time of opening bids. The property is now subject to inspection by prospective respondents. The Government makes no guaranty or warranty, either expressed or implied, with respect to the property.

b. Submission of Bids. Sealed bids must be submitted, one copy only, on the bid form accompanying this Notice of Availability for Leasing (NOA) and specifications of sale or on exact copies thereof. Telegraphic bids will not be considered.

1. It will be the duty of each bidder to have the bid delivered by the time and at the place prescribed in the NOA. **Bid deposits and original bid sheets should either be delivered by mail to the address below or delivered by hand to the bid site.**

2. Bids which are mailed must arrive no later than 3:00 P.M. local time on December 5, 2022, the day prior to the bid opening. Bid deposits will be held until such time as the successful bidder has been selected. All bids shall be sealed in an envelop until such time as the bid opening time has occurred. Envelopes should be marked and addressed as follows:

Example Envelope:

Return Mailing Address	Place Stamp
	US Army Corps of Engineers Chief, Real Estate Division, Little Rock District ATTN: CESWL-RE-M P.O. Box 867
SEALED BIDS TO BE OPENED Date: December 7, 2022 Time: 1000 A.M. NOA No. W9127S-22-B-22980	

OR (physical Address)

**US Army Corps of Engineers
Chief, Real Estate Division, Little Rock District
ATTN: CESWL-RE-M
700 West Capitol, Avenue, Room 6509
Little Rock, Arkansas 72201**

3. Bidders may also submit sealed bids to bid opening officials at the place of bid opening, as shown on front cover of this Notice of Availability, immediately prior to the bid opening.

4. Bids received prior to the time of opening will be securely kept, unopened, until the time for opening of bids. The person whose duty it is to open the bids will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will attach for premature opening of a bid not properly addressed and marked. All modifications or withdrawal of a bid must be in writing.

c. **Execution of Bids.** Bids must give the full address of the bidder and be signed with the bidder's usual signature. A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated Power of Attorney. A bid executed by an officer of a company, LLC, Trust, etc., on behalf of the bidder shall be accompanied by a certificate of authority.

d. **Late Bids, Modification of or Withdrawal of Bids.** The person whose duty it is to open the offers will decide when withdrawals of a bid will be considered. Bids may be modified or withdrawn only by written request received from bidder 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. **at the Pine Bluff Site Office, 4305 Charles W. Wooden Road, Pine Bluff, Arkansas 71601.** The bid may be hand delivered the day of the bid opening to the bid opening site. 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.

e. **Additional Information.**

Any additional information may be obtained from the following Corps of Engineers, Real Estate Division, P.O. Box 867, Little Rock, Arkansas 72203, telephone 501-340-1324.

Operations Manager, Pine Bluff Site Office, 4305 Charles W. Wooden Road, Pine Bluff, Arkansas 71601, telephone 870-548-2291 or Mr. Russell A. Malahy 501- 340-1741.

**BIDDER'S COPY
FOR LEASING UNITED STATES REAL PROPERTY
WILBUR D. MILLS AND NORRELL L&D**

December 7, 2022
(Date of Bid)

**TO: ATTN: Chief of Real Estate Division
Little Rock District
Corps of Engineers
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.

DEPARTMENT OF THE ARMY LEASE
FOR AGRICULTURAL OR GRAZING PURPOSES
LOCATED ON
WILBUR D. MILLS AND NORRELL LOCK AND DAM
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, 2023**, and ending **December 31, 2027**, but revocable at will by the Secretary.

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: Chief, Real Estate Division, 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 CHIEF, REAL ESTATE DIVISION

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 Chief, Real Estate Division, 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 Chief, Real Estate Division.

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 Chief, Real Estate Division 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 Chief, Real Estate Division; 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 Chief, Real Estate Division, 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 Chief, Real Estate Division. 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 Chief, Real Estate Division.

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 Chief, Real Estate Division for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Chief, Real Estate Division.

(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 Chief, Real Estate Division 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 Chief, Real Estate Division must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The Chief, Real Estate Division'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 Chief, Real Estate Division 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 Chief, Real Estate Division 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 Chief, Real Estate Division 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 Condition No. 2, **“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 Chief, Real Estate Division

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 Chief, Real Estate Division.

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

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”, to read:

“(a) Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease. The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 1 0 pursuant to the Executive Order, and the following provisions.

(b) Minimum Wages.

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

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive

Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

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

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

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

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

(d) **Contract Suspension/Contract Termination/Contractor Debarment.** In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the

requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 1 0.52.

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

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

(g) Payroll Records.

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

- (i) Name, address, and social security number.
- (ii) The worker's occupation(s) or classification(s).
- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made; and
- (vi) Total wages paid.

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

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

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

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

(h) The contractor (as defined in 29 CFR 1 0.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

(i) Certification of Eligibility.

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

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

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

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

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

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

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

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

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

(l) Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

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

(n) 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 _____, 2022.

Kimberly G. Rea, CPRP
Chief, Management and Disposal Branch
Real Estate Contracting Officer

THIS LEASE is also executed by the Lessee this ____ day of _____, 2022.

ANY ONE

Post Office Address

City, State, Zip Code

Phone: _____

SAMPLE

Revised 2022

LAND USE REGULATIONS
MCCLELLAN-KERR ARKANSAS
RIVER NAVIGATION PROJECT
PINE BLUFF SITE OFFICE
POOLS 0-6

The overall goal of this leasing program is to develop an environment beneficial to the species of wildlife in the 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 used for wildlife management. To obtain this goal, certain practices in land management must be followed by the lessees.

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 Real Estate Contracting Officer's 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 cattle guards, fence construction, or fence replacement must be approved in writing by the Pine Bluff Site Office Manager. It is the responsibility of the lessee to remove interior fences upon termination or expiration of the lease. Current lessee will be responsible in removing all preexisting and newly established interior fences from the lease when the lease becomes terminated. All fencing material shall be removed from government property in a safe and legal manner. 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. A 75-foot wide un-mowed and unplowed native vegetation buffer strip will be maintained adjacent to both banks of the Arkansas River and the major tributaries to the Arkansas River for erosion control and wildlife cover. A 50-foot wide un-mowed and unplowed native vegetation buffer strip will be maintained adjacent to both banks of all intermittent streams, sloughs, ditches, lakes, and ponds for erosion control and wildlife cover. This buffer strip may not be used as a turnrow or for storage of hay or equipment. The buffer strips will be maintained at all times. In the event of a cave-in or wash-out, the lessee will allow additional land to revert to native vegetation to maintain the buffer strip.

6. Grazing will be restricted to horses and cattle only.

7. Proper grazing use for wildlife management is to remove fifty percent or less of the current year's vegetative growth. To maintain ground cover for soil protection and wildlife, animal units have been established on all lease plots where grazing is allowed. The lessee has primary responsibility to prevent overgrazing irrespective of the number of animal units authorized by the lease. Failure to prevent overgrazing will be grounds for lease revocation. During extreme conditions, the Real Estate Contracting Officer's or authorized representative may direct a decrease in the grazing period and/or animal units as necessary. Failure to remove cattle as directed by the Real Estate Contracting Officer's or authorized representative will be grounds for revocation of the lease. If grazing periods and/or animal units are increased or decreased, the lessee will be notified in writing and an increase or decrease in rental will be determined by dividing that portion of the annual rental applicable to lands made available for cattle grazing by the number of authorized animal-unit months (number of animal units multiplied by 12). The determination of rental applicable to lands made available for cattle grazing will be made by the Real Estate Contracting Officer's.

8. The number of animal units to be grazed on the lease plot shall be limited to the number shown on the grazing lease. Animal units are defined as follows:

Horse or pony	2 Animal Units
Bull	1 Animal Unit
Cow	1 Animal Unit
Cow with un-weaned calf.....	1 Animal Unit
Weaned calf to yearling (400-700 lbs.).....	1/2 Animal Unit
Steer or Heifer 1-2 years (over 700 lbs.).....	1 Animal Unit

Grazing in excess of authorized animal units will not be tolerated. Violations could result in termination of 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 can therefore be required to participate in rental offset for fencing, as authorized by the Work Items Credit Schedule (Land Use Regulations, Attachment 1) in order to prevent overgrazing and/or exceeding authorized animal units.

9. 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.

10. All pesticides, restricted and non-restricted, must be applied in accordance with 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 Real Estate Contracting Officer's on Form No. SWL 343. Forms will be furnished by the Real Estate Contracting Officer's. Improper transportation, use or disposal of any pesticides can be immediate grounds for lease termination.

11. 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 whether application is directed by the Real Estate Contracting Officer's to the Real Estate Contracting Officer's annually on Form No. SWL 343. Forms will be furnished by the Real Estate Contracting Officer's.

12. Application of animal or human waste as fertilizer is prohibited. This includes surface or ground injection methods.

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

14. 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. (Case-by-case exceptions will be considered for "DL" (Diversion Levee) lands only.)

Lessee's can therefore be required to participate in rental offset for boundary fencing on certain lease plots, as authorized by the Work Items Credit Schedule (Land Use Regulations, Attachment 1) in order to prevent trespass, overgrazing and excess animal units. Grazing in excess of authorized animal units will not be tolerated. Violations could result in termination of the lease. If the lease is terminated and animals are still found on Government property, the 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.

SPECIAL CONDITIONS

1. PHOTO MAP SYMBOL - "C", CULTIVATION. Lands marked with the symbol "C" on the photo map may be cultivated or utilized for hay production. Livestock grazing is prohibited.

a. The application of lime and fertilizers must be in the quantities and of the analysis indicated by soil tests results which can be obtained upon request through the local County Extension Agents Office.

b. Following a cropping system, a cover crop such as wheat, oats, ryegrass, vetch, or crimson clover may be planted at the option and expense of the lessee. If a cover crop is not planted, the stubble left after harvest must be left to remain over the winter. The stubble may not be cut, tilled, or burned prior to 1 March of the year following the harvest.

c. If rice is planted, the following conditions will apply:

(1) Rice may only be planted two consecutive years; then an alternate crop must be substituted.

(2) No food strips will be required in rice fields.

(3) Buffer and cover strips will be maintained as specified under General Conditions No. 5 and Special Condition No. 6.

(4) Stubble will be rolled or cut for hay, and the levees will be left in place until after the waterfowl season.

d. Should "C" lands be utilized as haylands, the special conditions pertaining to haylands apply.

e. "C" lands can be utilized as orchard land, must be planted in Sweet Pecan (*Carya illinoensis*) or Black Walnut (*Juglans nigra*). If needed to maintain good seedling growth, lessee is allowed to control weeds and brush by mowing during the period 1 March through 1 September each year.

f. No disking or tilling of soil shall be administered within three (3') feet from the toe of a levee. However, the three (3') foot buffer strip must be mowed to control woody vegetation. The special conditions pertaining to haylands apply.

2. 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 Real Estate Contracting Officer's or authorized representative. Mowing or brushhogging, not to exceed one time per year, can be directed by the Real Estate Contracting Officer's or authorized representative. This will be at the lessee's expense.

b. Mowing for hay may be performed only during the period 15 June through 15 October 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 Real Estate Contracting Officer's 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 maybe planted with written approval.

e. Baled hay must be removed from the lease plot within 14 days of baling.

f. 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 Real Estate Contracting Officer's 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.

3. PHOTO MAP SYMBOL - "P", PASTURE. Lands marked with the symbol "P" on the photo map may be mowed for hay or grazed as pasture and the following will apply:

a. Graze and/or hay only as desired in any lease year; however, overgrazing will not be allowed.

b. As necessary to maintain proper pasture standards, control weeds and brush by mowing during the period 15 July through 1 September or by applying herbicides as approved in writing by the Real Estate Contracting Officer's or authorized representative prior to application. Mowing heights will be no less than six (6) inches unless mowing is for hay production. Mowing of hay will be performed only during the periods 15 June through 15 October at a height of no less than four (4) inches. Mowing or brushhogging, not to exceed one time per year, can be directed by the Real Estate Contracting Officer's or authorized representative. This will be at the lessee's expense.

c. Any application of lime and fertilizer must be in the quantity and analysis indicated by soil test results which can be obtained upon request through the local County Extension Agents Office. If application is directed by the Real Estate Contracting Officer's 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 of 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 other fertilizers will be furnished to the Site Manager before rental credit or refund will be accomplished. The lessee may choose to apply lime and fertilizer at the lessee's expense. This application must also be in accordance with soil test results.

d. These lands will not be plowed or broken except for pasture improvement and only then with the written approval of the Real Estate Contracting Officer's or authorized representative. "No till drill" practices can also be permitted with prior written approval.

4. PHOTO MAP SYMBOL - "R", RANGE GRAZING. Lands marked with the symbol "R" on the photo map are best suited for range grazing due to slope, soil type, or past treatment. Improved grasses and clovers can be established upon written approval by the Real Estate Contracting Officer's or authorized representative. No rental credit or refund will be made for brush removal and establishment of grasses and/or clovers on parcels designated "R" on the photo map. Brushhogging of "R" areas is required every alternate year between 15 July and 1 September at a height of no less than 4" beginning in 2022, and every other year thereafter at the expense of the lessee. No mowing or brushhogging in the interim years will be allowed. The following is table indicates the "R" brushhogging schedule for the lease term.

	Year	Brushhogging Schedules
Range Areas	2023	Brushhogging Range Areas is Required
	2024	X
	2025	Brushhogging Range Areas is Required
	2026	X
	2027	Brushhogging Range Areas is Required

** "X" indicates "No Brushhogging" of Range Areas is permitted during that year.

5. PHOTO MAP SYMBOL - "F", FOREST. Lands marked with the symbol "F" on the photo map are to be maintained as woodland and may be used for grazing. No cutting or clearing is permitted.

6. PHOTO MAP SYMBOL - "WC", WILDLIFE COVER. Lands marked with the symbol "WC" on the photo map are considered valuable as wildlife habitat and will be managed for the protection and production of wildlife. This cover strip will be separate, and in addition to, the 50' or 75' buffer strip discussed in paragraph 5, General Conditions. Cover strips shall be 50' wide and the length and location indicated on the lease plot photo map. Brushhogging of "WC" areas is required between 15 July and 1 September at a height of no less than 6" in the year 2023 and every other year thereafter at the expense of the lessee. The "WC" areas must be maintained during the interim years. The brushhogging expense and the loss of total field acreage should be considered by prospective lessees when preparing bids for leases requiring wildlife cover strips.

The following is table indicates the “WC” brushhogging schedule for the lease term.

Wildlife Cover Areas	Year	Brushhogging Schedules
	2023	Brushhogging Wildlife Cover Areas is Required
	2024	X
	2025	Brushhogging Wildlife Cover Areas is Required
	2026	X
	2027	Brushhogging Wildlife Cover Areas is Required

** “X” indicates “No Brushhogging” of Wildlife Cover Areas is permitted during that year.

7. PHOTO MAP SYMBOL- "PWC", PERMANENT WILDLIFE COVER. Lands marked with the symbol "PWC" on the photo map are considered valuable as wildlife habitat and will be managed for the protection and production of wildlife. These native vegetation strips will be a minimum of 100' in width and may not be mowed or manipulated in any way. Failure to maintain the “PWC” areas is grounds for lease cancellation.

8. PHOTO MAP SYMBOL - "WFS", WILDLIFE FOOD STRIP. Lands marked with the symbol "WFS" on the photo map will be established as food strips for wildlife at the sole expense of the lessee. This expense should be considered by prospective lessees when preparing bids for leases requiring food strips. The lessee shall prepare food strips for planting and apply lime and fertilizer in the quantities and of the analysis indicated by soil test results available at the local County Extension Agents Office. Food strips will be a minimum of four standard full rows, broadcast, or drilled in a 12-foot minimum strip. Plant the length of the designated "WFS" each year between April through June for the spring food strips and September through October for the fall food strips. If preferred by the lessee, “WFS” maybe planted in the fall rather than spring at the expense of the lessee. During the fall, food strips maybe disk, tilled, or drilled using the same specification in site preparations and width as the spring food strips. The lessee may select a seed from the attached list of wildlife food strip grain selections for the fall food strips, or, with the exception of cotton or melons, it may be the same as crop that are present for the spring food strips. In the spring "WFS" will be planted at the same time as the main crop. In the event of unfavorable soil conditions or high water in the "WFS" area, the lessee will allow the 12-foot minimum "WFS" to adjoin the outer edge of the main crop area at the time the main crop is planted. If planting the main crop cannot be performed by the end of June due to high water or unfavorable soil conditions, a fall “WFS” will be planted in September. "WFS" crops may not be harvested by the lessee and the areas may not be tilled until 15 March of the following year.

9. PHOTO MAP SYMBOL - "WIA", WILDLIFE IMPROVEMENT AREA. Lands marked with the symbol "WIA" on the photo map will be established as food plots for wildlife at the sole expense of the lessee. This expense should be considered by prospective lessees when preparing bids for leases requiring food plots. Wildlife Improvement Areas shall be disked and broadcasted using either Proso Millet or Winter Wheat. In the spring, Proso Millet shall be disked and sown each year between the dates of April 1 and July 1 at a rate of 30 lbs per acre OR plant in the fall, Winter Wheat shall be disked and sown each year between the dates of September 1 and

November 1 at a rate of 100 lbs per acre. Millet maybe harvested for hay each year before the next planting season.

9. PHOTO MAP SYMBOL - "NT", NO TREATMENT. Land marked with the symbol "NT" on the photo maps are designated as no treatment areas. No cutting, clearing or grazing is allowed.

10. PHOTO MAP SYMBOL - "DL" DIVERSION LEVEE LANDS. Lands marked with the symbol "DL" on the photo map may be used for hay production only. Livestock grazing is prohibited. "DL" Diversion Levee Lands will not be plowed or broken. The following will apply:

a. A mandatory 100% mowing of all "DL" Diversion Levee Lands is required each year between 15 August and 30 September. This will be at the lessee's expense.

b. The area of the levee and berms will be maintained in perennial grass such as Bermuda grass. Mowing heights will be no less than four (4) inches and no more than six (6) inches.

c. Mowing for hay production will be performed during the period of 15 May through 30 September. Baled hay must be removed from the lease plot within 14 days of baling.

d. The location and design of fences, gates, cattle guards, berms, ditches, and ramps must be approved in writing by the Site Manager prior to installation.

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 Real Estate Contracting Officer's 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. As necessary to maintain good haylands, herbicide application for weed and brush control may be performed as approved in writing by the Real Estate Contracting Officer's or authorized representative. This will be at the lessee's expense.

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 Real Estate Contracting Officer's 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 Real Estate Contracting Officer's 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 Real Estate Contracting Officer's or authorized representative, will be at the sole expense of the lessee.

Grazing in excess of authorized animal units will not be tolerated. Lessees can therefore be required to participate in rental offset for fencing, as authorized by the above Work Items Credit Schedule in order to prevent overgrazing and exceeding authorized animal units.

WILDLIFE FOOD STRIP GRAIN SELECTIONS

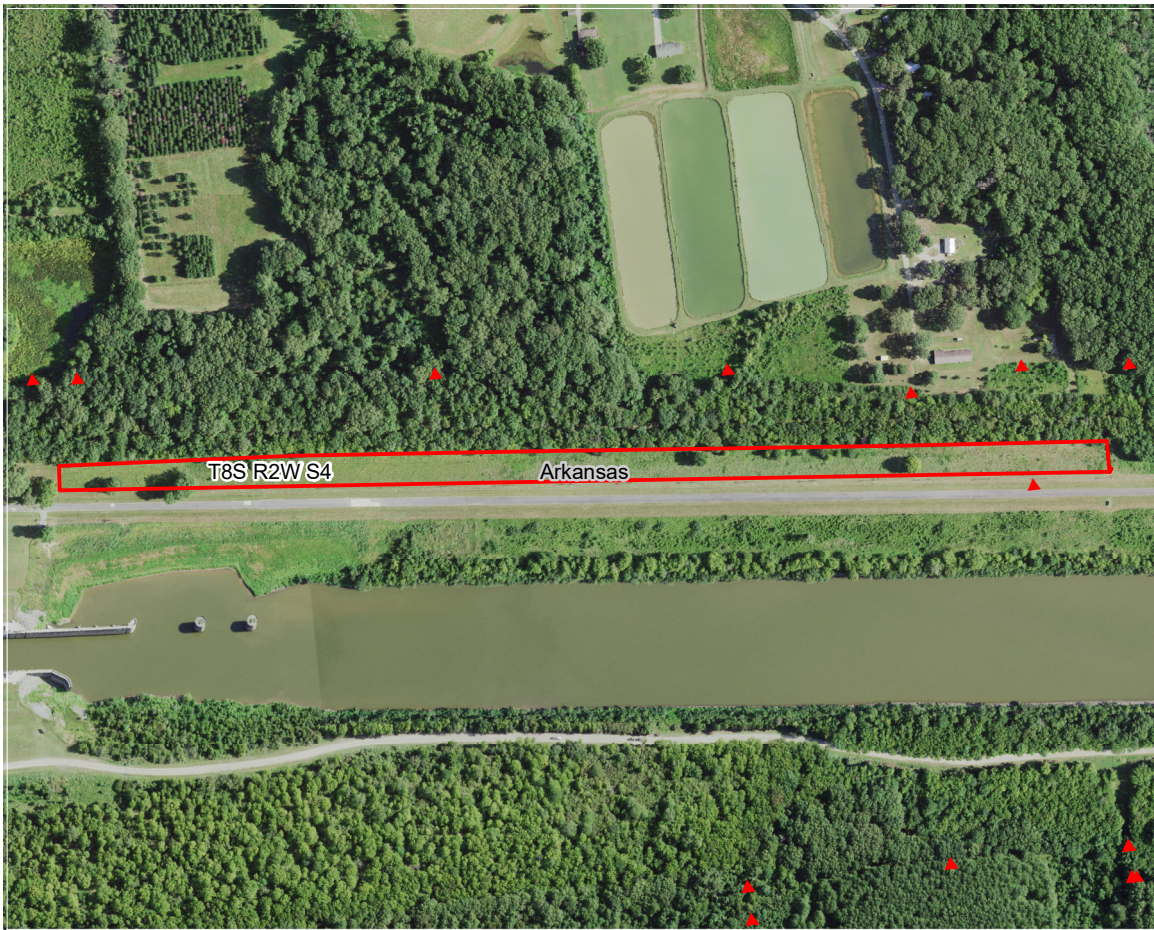
The listed planting rates should be doubled for broadcasting. Requests for any substitutions may be made by contacting the Site Manager, Pine Bluff Site Office, prior to seed purchase.

SPRING PLANTING (April through June)

- a. Corn 15 lbs / acre
- b. Milo (Grain Sorghum) 16 lbs / acre
- c. Sunflowers 10 lbs / acre
- d. Soybeans 40 lbs / acre
- e. Millet (White, Proso, Brown-Top, Japanese) 30 lbs / acre
- f. Cowpeas 60 lbs / acre





FALL PLANTINGS. (September through October)

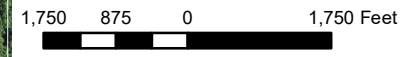
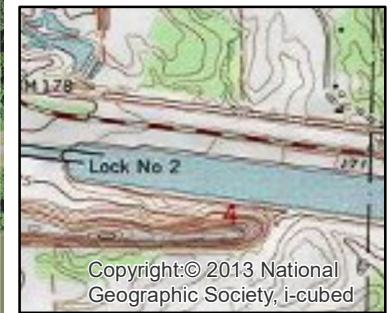
- a. Winter Wheat 100 lbs / acre
- b. Winter Oats 100 lbs / acre
- c. Austrian Winter Peas 30 lbs / acre
- d. Winter Rye 100 lbs / acre
- e. Crimson Clover 20 lbs / acre



**Arkansas Post Field Office,
Arkansas River, Arkansas
Plot 1-1 8.3 Acres**



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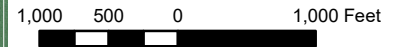
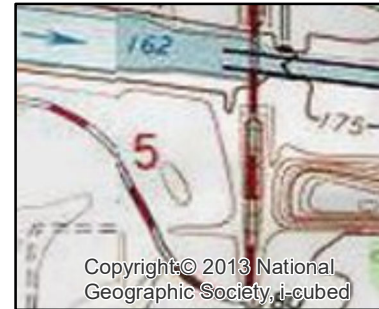
-  Agricultural and Grazing Outlease
-  Monuments
-  Counties
-  SectionTownshipRange



**Arkansas Post Field Office,
Arkansas River, Arkansas
Plot 1-2 8.6 Acres**

Legend

-  Agricultural and Grazing Outlease
-  Monuments
-  Counties
-  SectionTownshipRange



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Little Rock District
Pine Bluff Site Office





B-1A

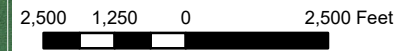
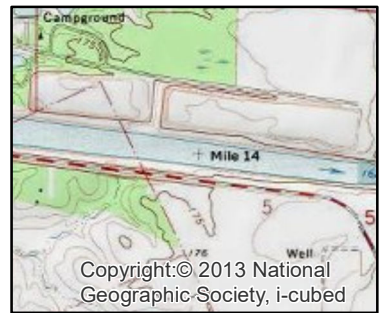
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**Arkansas Post Field Office,
Arkansas River, Arkansas
Plot 2-1 15.4 Acres**

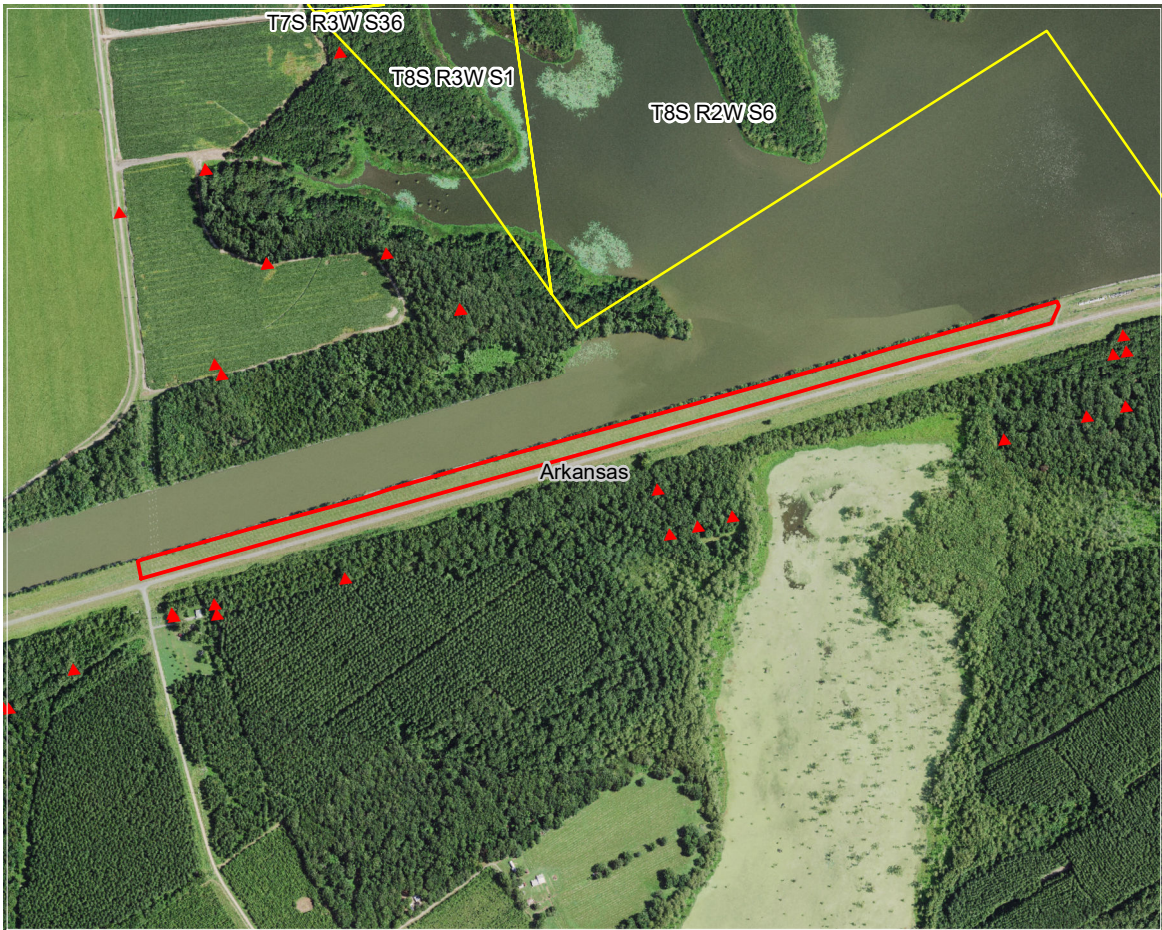
Legend

-  Agricultural and Grazing Outlease
-  Monuments
-  Counties
-  SectionTownshipRange



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Pine Bluff Site Office B-2

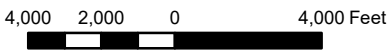
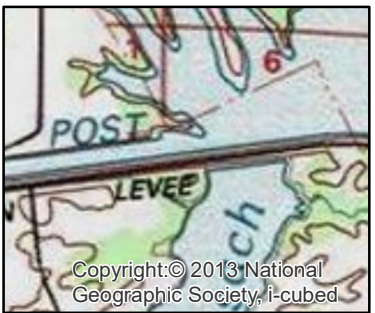
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**Arkansas Post Field Office,
Arkansas River, Arkansas
Plot 2-2 14.8 Acres**

Legend

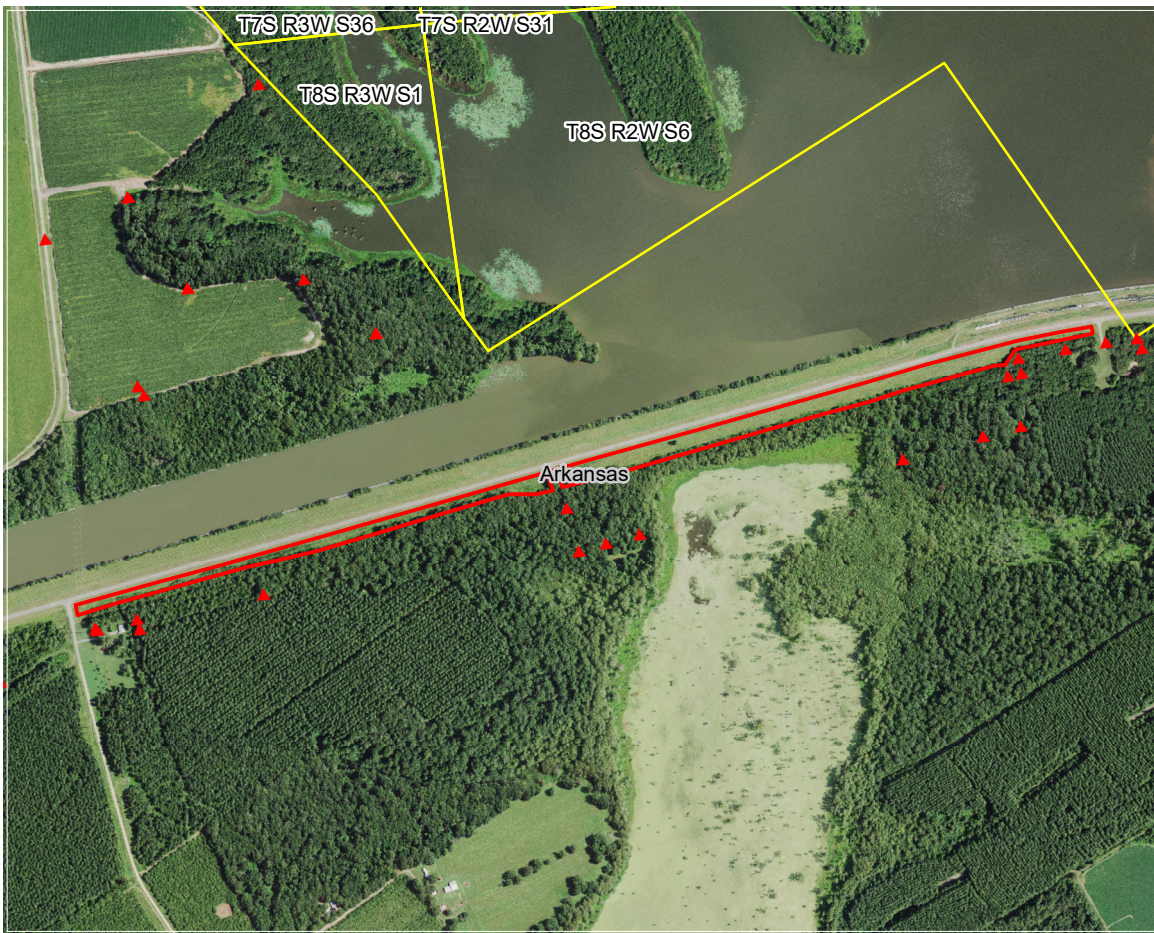
- Agricultural and Grazing Outlease
- ▲ Monuments
- Counties
- SectionTownshipRange



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Pine Bluff Site Office



B-2A

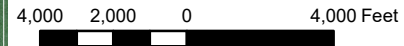
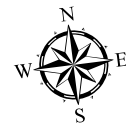
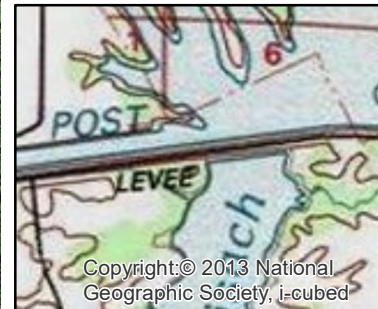
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**Arkansas Post Field Office,
Arkansas River, Arkansas
Plot 3-1 8.6 Acres**

Legend

-  Agricultural and Grazing Outlease
-  Monuments
-  Counties
-  SectionTownshipRange



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Pine Bluff Site Office





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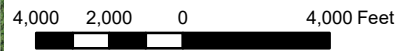
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**Arkansas Post Field Office,
Arkansas River, Arkansas
Plot 3-2 6.4 Acres**

Legend

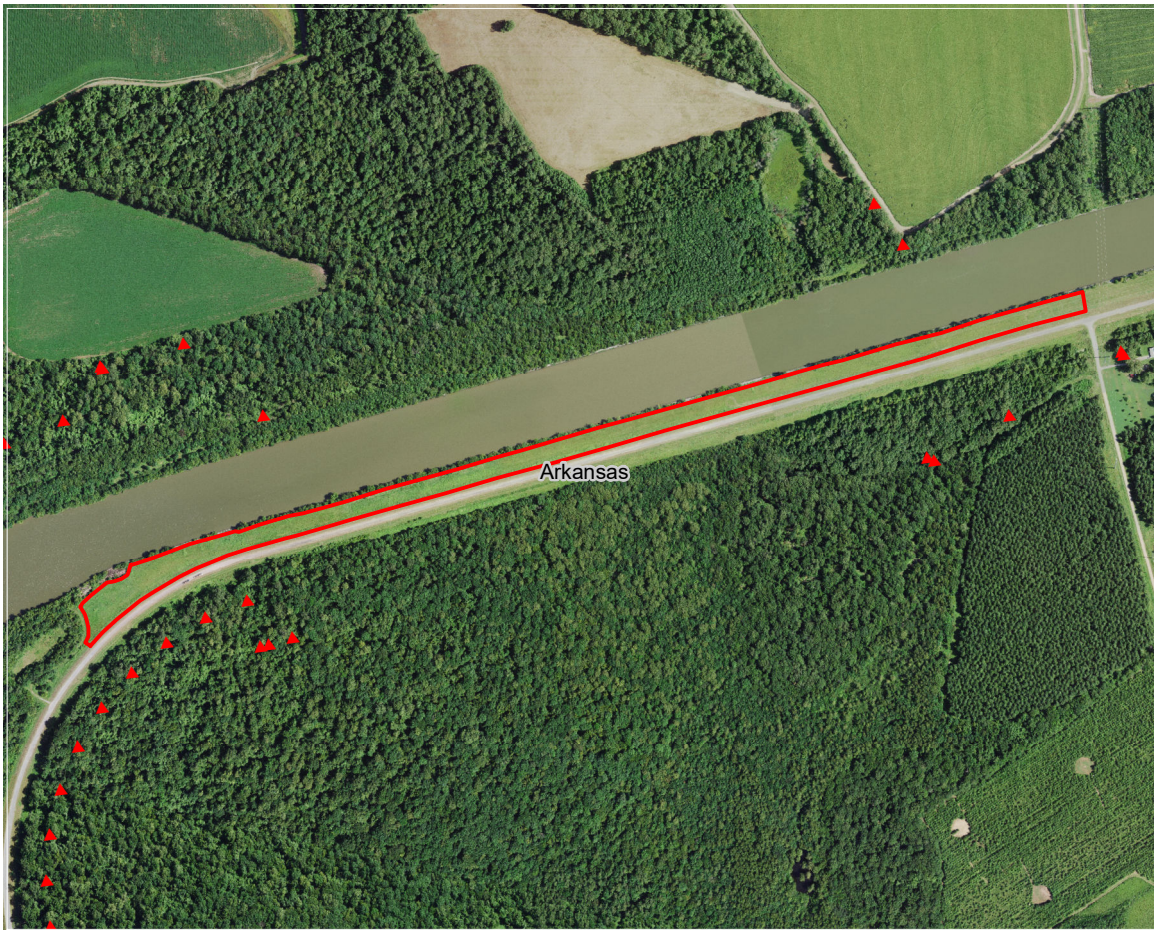
-  Agricultural and Grazing Outlease
-  Monuments
-  Counties
-  SectionTownshipRange



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

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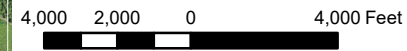
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**Arkansas Post Field Office,
Arkansas River, Arkansas
Plot 4 15.3 Acres**

Legend

-  Agricultural and Grazing Outlease
-  Monuments
-  Counties
-  SectionTownshipRange



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Pine Bluff Site Office

B-4

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