

**NOTICE OF AVAILABILITY FOR AGRICULTURAL AND GRAZING LEASES
CLEARWATER LAKE**

NOTICE OF AVAILABILITY NO. W9127S-23-B-23952

November 18, 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) 340-1324 or (501)340-1207.

DESCRIPTION: Approximately 146 acres of land in 2 parcels, located in Reynolds County, Clearwater Lake, Missouri.
Detailed lease plot descriptions provided in NOA.

PURPOSE: Agricultural and Grazing

TIME OF OPENING: 9:00 a.m., CST

DATE OF OPENING: 20 December 2022

PLACE OF OPENING: Clearwater Project Office
6501 Wayne Route HH
Piedmont, Missouri 63957

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

**BIDDER'S COPY
FOR LEASING UNITED STATES REAL PROPERTY
CLEARWATER LAKE, MISSOURI**

(Date of Bid)

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

Sir / Madam:

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>
_____	_____
_____	_____

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.

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

Property to be Leased.

<u>Lease Plot No.</u>	<u>Approx. Acreage</u>	<u>Wildlife Improvements</u>	<u>Purpose</u>	<u>Animal Units</u>	<u>Description</u>
33-C	97	No	Haying	0	Part of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26. Part of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$, and part of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 27. Part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34. And part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 35. All within Township 30 North, Range 2 East of the Fifth Principal Meridian.
45-C	49	No	Grazing	24	Part of the S $\frac{1}{2}$ of the S $\frac{1}{2}$ of Section 6, and part of the N $\frac{1}{2}$ of the N $\frac{1}{2}$ of the N $\frac{1}{2}$ of the N $\frac{1}{2}$ of Section 7 Township 30 North, Range 3 East of the Fifth Principal Meridian.

Maps. Maps showing the locations of the property are attached 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 examinations at the Russellville Site Office.

Description Approximate. The above descriptions of the properties and the maps attached 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 19, 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:

RETURN ADDRESS

TO:

**SEALED BIDS TO BE OPENED
NOA No. W9127S-23-B-23952
Date: December 20, 2022
Time: 09:00 A.M.**

**US ARMY CORPS OF ENGINEERS
Chief, Real Estate Division, Little Rock District
ATTN: CESWL-RE-M
P.O. Box 867
Little Rock, Arkansas 72203-0867**

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.

e. **Opening of Bids.** **The bid opening will be held at 09:00 a.m. on December 20, 2022, at the Clearwater Project Office, 6501 Wayne Route HH, Piedmont, Missouri.** 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.

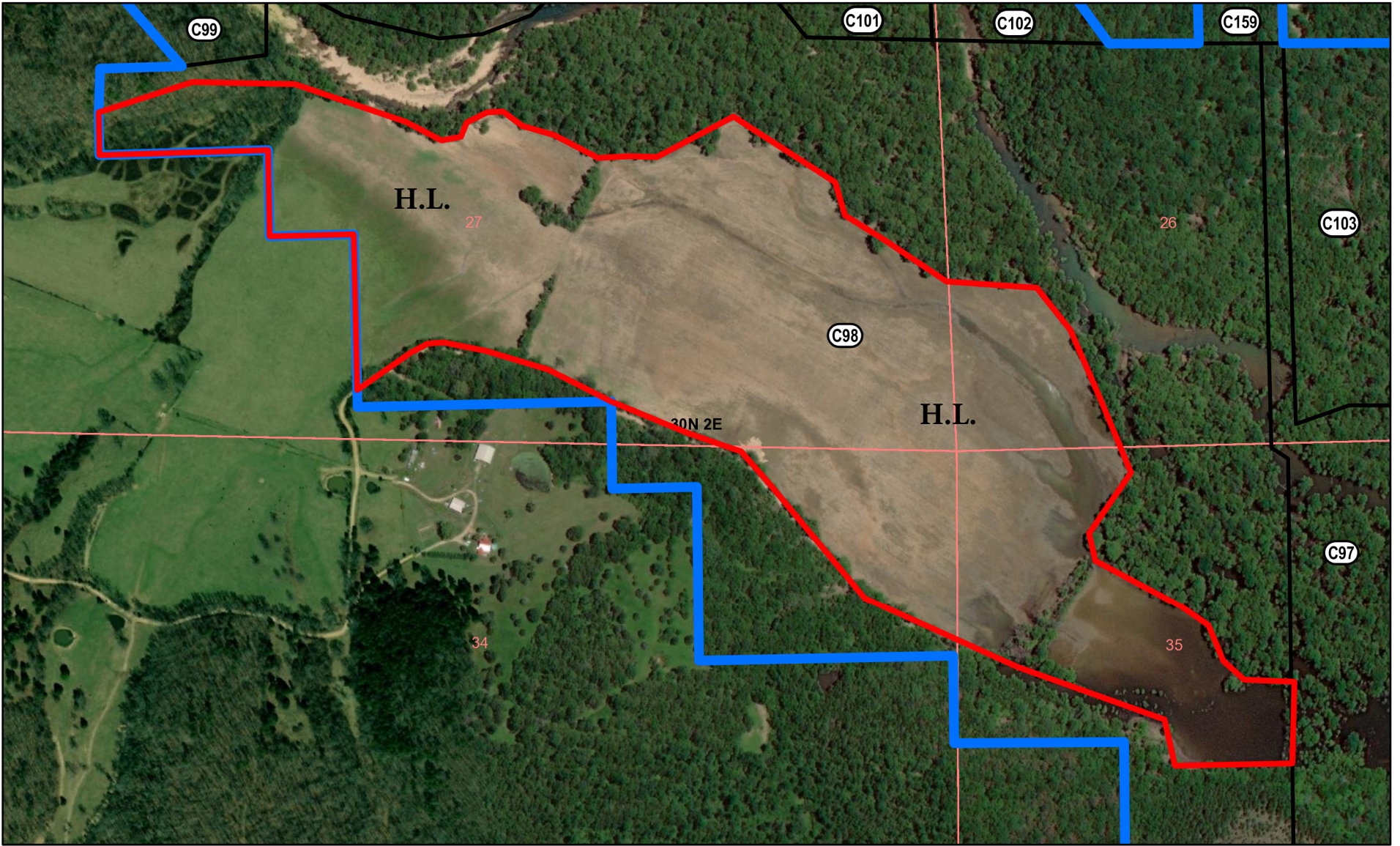
f. **Additional Information.** Any additional information may be obtained from the following:

Corps of Engineers, Real Estate Division, P.O. Box 867, Little Rock, Arkansas 72203, telephone 501-340-1324 or 501-340-1207.

Clearwater Project Office, 6501 Wayne Route HH, Piedmont, Missouri, telephone 573-223-7777, ext. 1485

R. 2 E.

T. 30 N.



Legend

- █ AGRICULTURAL AND GRAZING OUTLEASE
- █ FEE ACQUISITION LINE

**CLEARWATER LAKE
LEASE PLOT NO. 33-C
OVERFLOW AREA: 89.0 ac
NON-OVERFLOW AREA: 8.0 ac
TOTAL LEASE AREA: 97.0 ac**

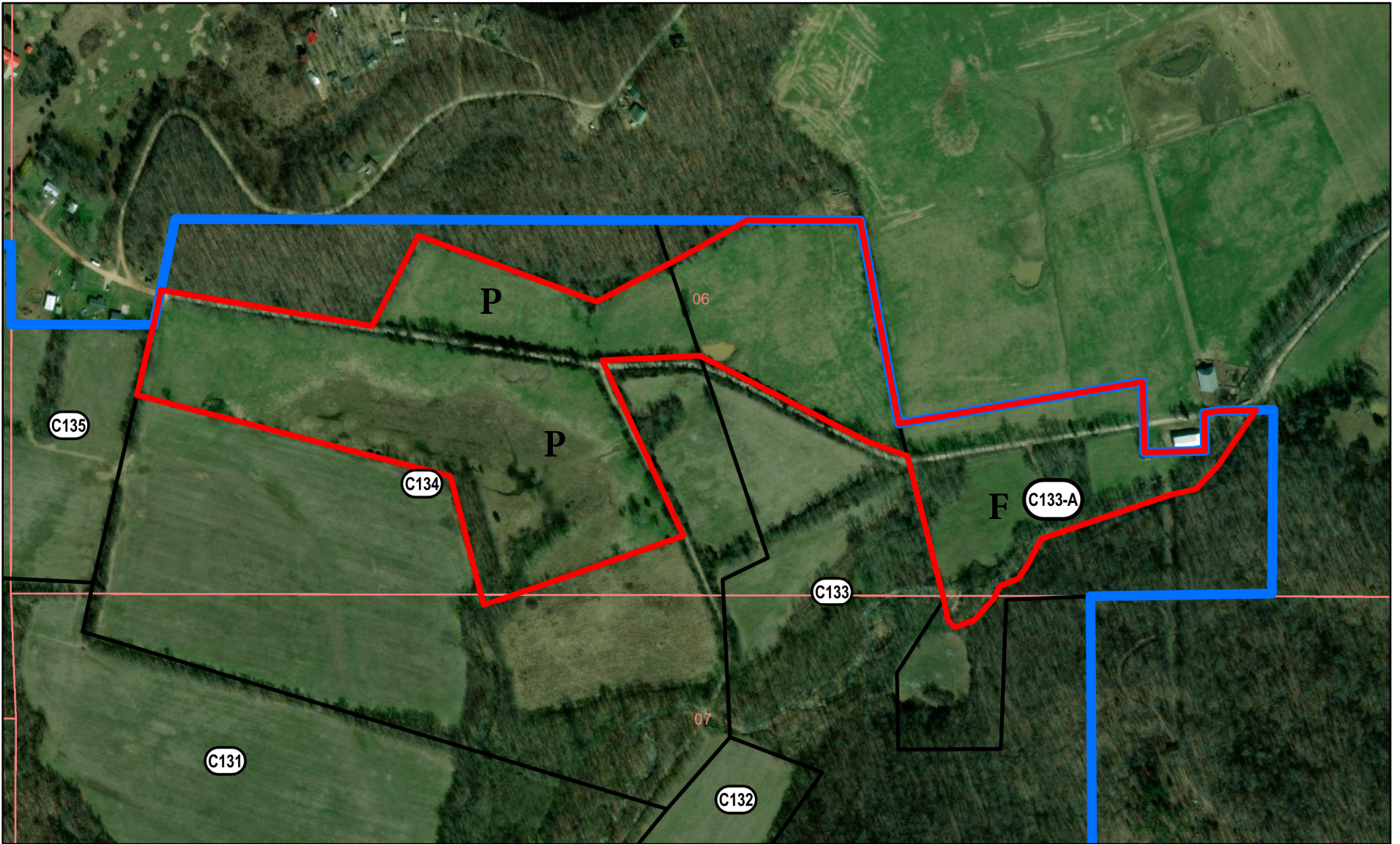
COUNTY: REYNOLDS
STATE: MISSOURI
1 inch: 550 feet



DATE: NOVEMBER 17, 2022
EXHIBIT "A"

R. 3 E.

T. 30 N.



Legend

- ▬ AGRICULTURAL AND GRAZING OUTLEASE
- ▬ FEE ACQUISITION LINE

**CLEARWATER LAKE
LEASE PLOT NO. 45-C
OVERFLOW AREA: 30.7 ac
NON-OVERFLOW AREA: 18.3 ac
TOTAL LEASE AREA: 49.0 ac**

COUNTY: REYNOLDS
STATE: MISSOURI
1 inch: 500 feet



DATE: NOVEMBER 17, 2022
EXHIBIT "A"

**DEPARTMENT OF THE ARMY LEASE
FOR AGRICULTURAL OR GRAZING PURPOSES
LOCATED ON
CLEARWATER LAKE
REYNOLDS COUNTY, MISSOURI**

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, acting by and through the Real Estate Contracting Officer, Real Estate Division, U.S. Army Engineer District, Little Rock, hereinafter referred to as the Lessor, and **JOHN DOE, 123 MAIN STREET, SOMEWHERE, MISSOURI, ZIP CODE** herein referred to as the Lessee,

WITNESSETH:

That the Lessor, by authority of Title 10, United States Code, Section 2667, and for the consideration set forth herein, hereby leases to the Lessee the property hereinafter identified as **Lease Plot No. #-#, Reynolds County, Missouri**, containing **X** 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 **(GRAZING, HAYING)** 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**, and may be renewed for an additional 5 years in accordance with Condition 35, but revocable at will by the Lessor.

2. CONSIDERATION

a. The Lessee shall pay rental in advance to the United States in the amount of **XXXX and No/100 Dollars (\$X,XXX.XX) per annum**, payable **(ANNUALLY, QUARTERLY, SEMI-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 **JOHN DOE, 123 MAIN STREET, SOMEWHERE, MISSOURI, ZIP CODE**, and if to the United States, to the **District Engineer, 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", "Lessor" 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 said officer, the Lessee shall neither transfer nor assign this lease, nor sublet the premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this lease. Failure to comply with this condition shall constitute a noncompliance for which the lease may be revoked immediately by the District Engineer.

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 said officer may require the Lessee to vacate immediately and, if funds are available, compensation will be made to the Lessee for the value of the remaining crops. Any adjustment of rent or the right to harvest, gather and remove crops shall be evidenced by a written supplemental agreement, executed by the said officer; PROVIDED, however, that none of the provisions of this paragraph shall apply in the event of revocation because of noncompliance by the Lessee with any of the terms and conditions of this lease and in that event any remaining crops shall become property of the United States upon such revocation.

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. TITLE TO IMPROVEMENTS

The demolition, renovation, and construction of improvements by the Lessee are private undertakings, and during the term of this Lease title to all such improvements vest and remain in Lessee. The improvements shall remain real property for the duration of this Lease. All structures and equipment furnished by the Lessee shall be and remain the property of the Lessee during the term of the Lease, unless authorized as rental abatement, in which case it would become permanent property of the Lessor. The Lessee shall not construct or place any structure, improvement or allow or permit such construction or placement without prior written approval of the said officer. Upon expiration, revocation, or termination of the Lease, disposition of such improvements shall be accomplished in accordance with the condition on **RESTORATION**.

14. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee and restore the premises to a condition satisfactory to said officer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the said officer may designate or as other-wise 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.

15. NON-DISCRIMINATION

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

16. SUBJECT TO EASEMENTS

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

17. SUBJECT TO MINERAL INTERESTS

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

18. 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 said officer. In the case of such termination, no refund by the United States of any rental previously paid shall be made and payment in full of all rent becoming due during the period of notice will be required. In the event the effective date of termination occurs after the start of the grazing, planting or harvesting season as specified in the Land Use 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.

19. 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 said officer.

20. 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.

21. DISPUTES

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim," as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$50,000 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 District Engineer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the District Engineer.

(2) For Lessee claims exceeding \$50,000, 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 \$50,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$50,000, the District Engineer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The District Engineer'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 District Engineer 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 District Engineer 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 Lessor of the Treasury, as provided in the Act, which is applicable to the period during which the District Engineer 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 District Engineer

22. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the premises against pollution of its air, ground and water. The Lessee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, 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.

23. HISTORIC PRESERVATION

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

24. SOIL AND WATER CONSERVATION

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

25. TAXES

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

26. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, 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.

27. OFFICIALS NOT TO BENEFIT

No member of or delegate to congress or resident commissioner shall be admitted to any share or part of this lease or to any benefits to arise 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.

28. SEVERAL LESSEES

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

29. MODIFICATIONS

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

30. FAILURE OF LESSOR TO INSIST UPON COMPLIANCE

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

31. EXECUTIVE ORDER 13658

(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 10 pursuant to the Executive Order, and the following provisions.

(b) Minimum Wages.

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

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 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 10.52.

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

(f) Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (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 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

(i) Certification of Eligibility.

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

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

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

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

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

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

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

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

(k) 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.

32. Executive Order 13706

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

33. 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).

35. RIGHT OF RENEWAL WITHOUT COMPETITION

The United States may renew this lease by mutual agreement with the current lessee if the lease term stated above expressly authorizes renewal, the lessee's performance is satisfactory, and the value as determined by the United States is acceptable.

36. 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.

37. The number of animal units to be grazed on **Lease Plot No. ##-# is X**. Animal units are defined in the Land Use Regulations.

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

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

NAME

Address

City, State, Zip Code

Phone

LAND USE REGULATIONS CLEARWATER LAKE, MISSOURI

The overall objective 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 crop, hay or grazing operation is one of the management tools which will result in a benefit to the overall wildlife program. To obtain this objective, certain practices in land management must be followed by the lessee.

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 District Engineer and not the lessees.
3. All operations shall be conducted with extreme care to avoid the destruction or disturbance of referenced 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 cattleguards, fence construction, or fence replacement must be requested in writing and approved by the Operations Manager, Clearwater Lake Project Office. Fence posts will not be cut from Government property. Fencing will not be attached to trees in any manner. 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.
5. Grazing will be restricted to **cattle only**.
6. Proper grazing use for wildlife management is to remove 50 percent or less of the current year's vegetative growth. To maintain ground cover for soil protection and wildlife, grazing will be limited to six (6) months each year beginning 1 April and ending on 30 September (fescue stands may be grazed from 1 September through 30 November and 15 March through 15 June). This election must be made at the time of bid and may not be changed during the first lease year. If a change in the grazing period is desired for subsequent years, the lessee must furnish a written request to the Operations Manager prior to 1 January of the year of the desired change. Also, the lessee must keep the Operations Manager advised in writing of the number of cattle on the lease plot. The lessee has primary responsibility to prevent overgrazing irrespective of the grazing period or the number of animals authorized by the lease. Failure to prevent overgrazing will be grounds for lease revocation. During extreme conditions, the District Engineer or his

representative may direct a decrease in the grazing period and/or animal units as necessary. Failure to remove cattle as directed by the District Engineer or his representative will be grounds for revocation of the lease. If 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 4). The determination of rental applicable to lands made available for cattle grazing will be made by the District Engineer or his representative.

7. The number of animal units to be grazed on the lease plot shall be limited to the number of the lease or as amended. Animal units are defined as follows:

Bull	1 Animal Unit
Cow	1 Animal Unit
Cow with unweaned calf	1 Animal Unit
Weaned calf to yearling (400 lbs-700 lbs)	½ 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.

8. No burning will be allowed without prior approval from the District Engineer or his representative. The lessee shall request in writing permission to burn any areas covered under this lease. The lessee shall protect all public lands from wildfire.
9. A 50-foot wide un-mowed and unplowed native vegetation buffer strip will be maintained adjacent to both banks of all intermittent streams, sloughs and ditches 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. No special provisions will be required for grazing prevention of this strip and all applicable grazing requirements will be followed in the buffer strip area.
10. Lessee will request in writing approval from the District Engineer or his representative for usage of all unrestricted pesticides. Actual quantities of unrestricted pesticides will be reported annually to the District Engineer on Form No. SWL 343. Forms will be furnished by the District Engineer. No restricted pesticides will be used on Government lands.

11. An active and effective weed control program must be conducted on the entire leased area at the lessee's expense. The lessee will be permitted to remove undesirable vegetation from hay production areas and pasture areas, but shall not bulldoze fence rows, clear any timber areas, or destroy any desirable tree species. If vegetation classified as a noxious weed by State regulation is identified within the lease area, the lessee shall prevent the spread of the noxious weeds, eliminate them from the lease area and prevent reinfestation.
12. 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 District Engineer) to the District Engineer annually on Form No. SWL 343. Forms will be furnished by the Real Estate Contracting Officer.
13. Application of animal or human waste as fertilizer is not allowed.
14. Lessees may not deny access to any Corps of Engineers representative to the leased areas for the purpose of inspections, or other activities associated with the management of the public lands to include contracted boundary line maintenance.
15. The leasehold shall be managed for agricultural and wildlife management purposes in a manner which is generally consistent with current and future public use and enjoyment, and which will preserve and enhance the scenic, scientific, aesthetic, historical, biological, and archeological resources. The lessee will not discharge or apply any substance to the leasehold or operate it in any manner which would cause pollution to the ground water, surface waters or air to the extent that it would be prejudicial to the health of human, animal, plant or aquatic life.
16. Should the lessee have knowledge of or discover any archeological site and/or artifact of any nature whatsoever on the leasehold, the lessee shall not destroy, remove, or otherwise disturb them and shall promptly notify the Contracting Officer or his representative.
17. All seed and fertilizer bags, etc., will be removed from Government property for disposal.
18. In addition to complying with all applicable Federal, State, County, and Municipal laws, ordinances, and regulations, the lessee shall immediately dispose of dead stock, eliminate any unsanitary conditions, control rodent pests, and prevent the spread of disease.
19. It is desirable that flood killed grasslands be restored to grass cover. Varieties and desired mixtures of grass seeded should be as recommended by the local soil conservationist. Restoration of grasslands may be carried out in accordance with item "c" of the Work Items Credit Schedule (Attachment 1).

SPECIAL CONDITIONS

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

- a. Grazing will be restricted to cattle only.
- b. As necessary to maintain proper pasture standards, control weeds and brush by mowing during the period 1 June through 1 August or by applying herbicides as requested in writing and approved by the District Engineer or his representative prior to application. Mowing heights will be no less than 6 inches, unless mowing is for hay production. Mowing of hay will be performed only during the periods 1 June through 1 August at a height of no less than 4 inches.
- c. Application of lime and fertilizer is recommended in the quantity and analysis indicated by soil test results which can be obtained through the local County Extension Office. However, unless application is directed in writing by the District Engineer or his representative, application will be at the option of the lessee. If application is directed by the District Engineer or his 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 Operations Manager, at the Clearwater Lake Office 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 Operations Manager, Clearwater Lake Office, before rental credit or refund will be accomplished. Note: Rental offset amounts (cumulative) will not exceed overall rent amounts for the rental payment period per each year of the lease.
- d. These lands will not be plowed or broken except for pasture improvement and only then when a written request is sent to the District Engineer or his representative for consideration.

2. 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. However, brush may be removed, and improved grasses and clovers established upon submitting a written request to the District Engineer or his representative for approval.

No rental credit or refund will be made for brush removal and establishment of grasses and/or clovers on parcels designated as "R" on the photo map. Brushhogging of "R" areas is required every alternate year between 1 June and 1 August at a height of no less than 4" beginning the following year the lease is entered into, and every other year thereafter at the expense of the lessee. No mowing or brushhogging in the interim years will be allowed.

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

4. PHOTO MAP SYMBOL- "HL", HAYLAND. Lands marked with the symbol on the 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 6 inches during the period 1 June through 1 August each year or by submitting a written request to apply herbicides to the District Engineer or his representative. This will be at the expense of the lessee.
- b. Mowing for the hay may be performed only during the period 1 June through 1 August, to allow for late nesting of game bird species, at a height no less than 4 inches.
- c. Mowing for hay, depending on rainfall, may be cut 2 to 3 times per season.
- d. Hayland will not be plowed or broken except for improvement and only when a written request is sent to the District Engineer or his representative for approval.
- e. "No till" drill practices will be permitted as an option for the lessee. The following seed may be used in this practice: Wheat, oats, rye grass, vetch and crimson clover.
- f. Baled hay must be removed from the lease plot within 14 days of baling.
- g. Application of lime and fertilizers is recommended in the quantity and analysis indicated by soil tests results which can be obtained through the local County Extension Office. However, unless application is directed in writing by the District Engineer or his representative, application will be at the option and the expense of the lessee. The Operations Manager will be notified at least 7 days prior to application to allow a representative to witness the application.

Work Items Credit Schedule

Work to be performed under this Schedule will not exceed the annual lease cash rental consideration. The work may include, but is not limited to, the application of lime and fertilizers, the planting of cover crops and boundary fencing. The District Engineer or his representative will direct in writing the work to be performed, including the exact areas or location, quantity, and the timeframe. The written directive will be made prior to the beginning of each lease year or in the case of a cover crop, no less than 60 days before the work is performed.

Rates for rental credit or refund for application of fertilizer per hundred pounds as follows:

- a. Application of lime per ton at the rate of 1 to 1-1/2 tons per acre: --- \$30.00 per ton

- b. Application of fertilizer per hundred pounds as follows:
 - (1) 10-20-20 & 12-24-12 at the rate of 200 to 250 pounds per acre: \$17.00 per 100lbs
 - (2) 10-20-10 at the rate of 200 to 250 pounds per acre: \$16.25 per 100lbs
 - (3) 17-17-17 at the rate of 200 pounds per acre: \$19.00 per 100lbs
 - (4) 0-46-0 at the rate of 50 to 100 pounds per acre: \$25.00 per 100lbs
 - (5) 33-0-0 at the rate of 100 to 350 pounds per acre: \$14.00 per 100lbs
 - (6) 0-20-20 at the rate of 100 to 200 pounds per acre: \$17.00 per 100lbs
 - (7) 0-10-20 at the rate of 200 pounds per acre: \$16.25 per 100lbs
 - (8) 0-10-30 at the rate of 200 pounds per acre: \$16.25 per 100lbs
 - (9) 0-0-60 at the rate of 75 pounds per acre: \$13.00 per 100lbs

- c. Prepare soil and plant cover crops per acre as follows:
 - (1) Wheat at the rate of 100 pounds per acre: \$42.00 per acre
 - (2) Oats at the rate of 100 pounds per acre: \$66.00 per acre
 - (3) Ryegrass at the rate of 25 pounds per acre: \$25.00 per acre
 - (4) Vetch at the rate of 25 pounds per acre: \$35.00 per acre
 - (5) Crimson clover at the rate of 20 pounds per acre: \$128.00 per acre

- d. Construct 4-strand, 12-1/2 gage barbed wired fence with steel posts on 12-foot centers with no removal by lessee at \$50.00 per rod.

Other work under the terms of the lease or work listed on this schedule but not specially directed in writing by the District Engineer or his representative will be at the sole expense of the lessee.