NOTICE OF AVAILABILITY TO LEASE GOVERNMENT PROPERTY

PROJECT/INSTALLATION:

SMOKY HILL AIR NATIONAL GUARD RANGE
SALINE COUNTY, KANSAS

DATED: February 15, 2019

NOTICE NO. DACA41-RE-B-19-047

TO BE ELIGIBLE TO BID, ATTENDANCE AT A PRE-BID MEETING IS MANDATORY: March 4 at 10:00 A.M.; March 5 at 2:00 P.M.; or March 7 at 10:00 A.M. at SMOKY HILL HEADQUARTERS CONFERENCE ROOM, BUILDING 6000

SEALED APPLICATIONS * SUBJECT TO THE CONDITIONS AND TERMS CONTAINED HEREIN, WILL BE RECEIVED AT THE OFFICE OF THE DISTRICT ENGINEER, REAL ESTATE DIVISION ROOM 0602 601 EAST 12TH STREET KANSAS CITY, MISSOURI 64106-2824 UNTIL THE TIME OF APPLICATION OPENING AT THE PLACE SET FORTH:

DATE OF OPENING: Wednesday, March 20, 2019

TIME OF OPENING: 1:30 PM
LOCAL TIME AT THE PLACE OF OPENING

PLACE OF OPENING:
DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS-MILITARY BRANCH
REAL ESTATE DIVISION
635 FEDERAL BUILDING, ROOM 0602
601 EAST 12TH STREET
KANSAS CITY, MISSOURI 64106-2824
*** See attached application pages 7-10**

ARRANGEMENTS FOR INSPECTION, AND SECURING ADDITIONAL INDIVIDUAL COPIES OF THE NOTICE AND APPLICATION SHEETS AND ALL INFORMATION MAY BE OBTAINED AT ANY OF THE BELOW LISTED OFFICES:

DISTRICT ENGINEER
KANSAS CITY DISTRICT
U.S. ARMY, CORPS OF ENGINEERS
ATTN: RE-M KANSAS CITY DISTRICT
635 FEDERAL BUILDING
601 EAST 12TH STREET
KANSAS CITY, MISSOURI 64106-2824

TELEPHONE (816) 389-3755

SMOKY HILL ANG RANGE
8429 WEST FARRELLY ROAD
SALINA, KANSAS 67401-9407
ATTN: GALEN R. WIENS
NATURAL RESOURCES MANAGER

TELEPHONE: (316) 759-8514

PROPERTY TO BE LEASED;

NUMBER OF ITEMS: 8
TOTAL ACRES: 3,999
(Grazing: 3420 Acres)
(Hay: 435 Acres)
(Crop: 144 Acres)
TERM: 5 Years
BEGINNING: May 1, 2019
ENDING: February 29, 2024

Smoky Hill Air National Guard Range, Saline County, Kansas
INSTRUCTIONS TO APPLICANTS

1. INSPECTION INFORMATION: Mandatory Pre-Bid Meetings will be held on March 4 at 1 0 :00 a.m., March 5 at 2:00 p.m., and March 7 at 10:00 a.m. in the Smoky Hill Headquarters classroom, Building 6000. Pre-Bid Meeting Attendance is REQUIRED to turn in a bid. Arrangements for an inspection of the lease units are to be made with Mr. Galen R. Wiens, Natural Resources Manager, 8429 West Farrelly Road, Salina, Kansas 67401-9407, Phone No. (316) 759-8514. It is the responsibility of each applicant to inspect the tract, read the attached lease (including the Land Use Requirements) and discuss any areas of concern with the Natural Resources Manager.

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

3. PURPOSE OF LEASING: The property may be leased for **grazing/crop/hay production** as stated on the application sheet pages.

4. AUTHORITY OF LAW: The authority of law for the granting of this lease is Title 10, United States Code, Section 2667.

5. TERMS and CONDITIONS of LEASING:

a. Form of Lease

(1) The successful applicant will be required to enter into a lease with the United States substantially in accordance with the copy of the lease form attached hereto (Exhibit C).

(2) Each applicant is to sign a TAXPAYER IDENTIFICATION form. Submit the signed signature page with your application, failure to include the required form may result in disqualification.

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

b. Term The leases will be for the first term beginning **May 1, 2019** and **March 1** thereafter for the time specified on the application sheet.

c. Marking and Sealing Applications The Notice of Availability number and application opening time must be plainly marked on the sealed envelope in which applications are submitted.

Mailed bids must be received for date/time stamping prior to bid opening March 20, 2019

Inner Envelope Label

Notice No. DACA41-RE-B-19-047
Date of opening: March 20, 2019
Time of opening: 1:30 p.m.

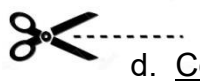
SEALED BID. DO NOT OPEN

US Army Corps of Engineer
Kansas City District
635 Federal Building
PO Box 15339
601 East 12th Street
Real Estate Division, Map Room
Kansas City, Missouri 64106-0339

Outer Envelope Label

Your Return Address

US Army Corps of Engineers
Kansas City District
635 Federal Building
PO Box 15339
601 East 12th Street
Real Estate Division, Map Room
Kansas City, Missouri 64106-0339



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

e. Late Charges for Overdue Payments

(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 rental due date. An administrative charge to cover the costs 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 per annum on any payment, or portion thereof, more than 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.

f. Payments of Rental

(1) The multiple-year lease may provide for the payment of cash rental to the United States, ***annually in advance*** of 1 March each year thereafter.

(2) Term Rental Payments, if the lease's rent for the entire term totals less than $2,500 AND there are no rental abatements involved, **the lease may, at the government's option**, provide for the payment of cash rental to the United States ***for the entire term, in advance.***

g. Reservations and Crop Limitations In the event that it becomes necessary during a season of the lease to remove and convert all or a portion of the leasehold to another use, an equitable adjustment will be made in the rental in accordance with applicable provisions of the lease.

h. Warranty The property described herein will be leased subject to the provisions and conditions of the Notice of Availability and the attached lease form. The property is now subject to inspection by prospective applicants. Applicants are expected to inspect the property and form their own conclusions as to its suitability for their purposes. The failure of any applicant to make such inspection will not constitute grounds for any claim for adjustment or for the withdrawal of his application after the time of application opening. Arrangements for such inspection may be made with the Smoky Hill Natural Resources Manager, Galen R. Wiens, Telephone: (316) 759-8514. The Government makes no guaranty or warranty, either expressed or implied, with respect to the property.

IT IS TO BE UNDERSTOOD AND AGREED THAT THERE IS NO WARRANTY OF ANY CHARACTER OTHER THAN THAT EXPRESSLY STATED IN THIS NOTICE OF AVAILABILITY.

6. INSTRUCTION TO APPLICANTS:

a. Applicants Subject to These Terms All applications submitted shall be deemed to have been made with full knowledge of all the terms herein contained.

b. Application Format ***Applications are to be signed and submitted on the Application Form (Pages 7-10), and must be accompanied with the Taxpayer Identification Form, (see 5.a.(2). above) and the required deposit for each application. (see 6.f below).***

c. Execution of Applications Each application must give a full address and telephone number of the applicant and be signed **in the manner you wish your name to appear on the lease. Failure to include the required information may cause disqualification.** Any additional sheets shall be identified with the applicant's name. An application executed by an attorney or agent in behalf of the applicant shall be accompanied by an authenticated copy of the Power of Attorney, or other evidence of authority to act on behalf of the applicant. If the applicant is a corporation, the CORPORATE CERTIFICATE must be executed. If the application is signed by the secretary of the corporation, the Certificate must be executed by some other officer of the corporation under the corporate seal. In lieu of the Corporate Certificate, there may be attached to the application copies of as much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

d. Qualification of Applicants Applications qualified on an "all or none" basis will not be accepted. Other qualifications on applications which deviate from the terms of the Notice of Availability will be rejected.

e. Additional Information Additional information required may be obtained from the office of the District Engineer, Kansas City District, Corps of Engineers, Attn: Real Estate Division, 635 Federal Building, 601 East 12th Street, Kansas City, Missouri 64106-2824, or the Natural Resources Manager, Smoky Hill ANG Range, 8429 West Farrelly Road, Salina, Kansas 67401-9407, Phone Number (316) 759-8514

f. Deposit Required for Annual Rental: No application will be considered unless it is accompanied with a separate deposit for each application. Each unit with an annual rental amount up to $1,000.00 AND not requiring a first year Rental Offset will require a deposit of the full amount. Any application over $1,000.00 annually OR any application on a lease unit requiring a first year Rental Offset will be approximately equal to but not less than ten (10) percent of the annual rental offered for each item, in order to guarantee that the applicant will enter into a written lease and pay the balance of the rental due within ten (10) days after receipt of written notice of acceptance of his application and a draft of lease for execution. Such guaranty must be in the form of a check or money order, payable to the FAO-USAED Kansas City. ***However, in the event of default by any applicant, that applicant's deposit may be applied by the Government to any Government loss, cost and expense occasioned thereby, including any incurred in leasing the property and any difference between the rental for another lease, if the latter amount is less.*** The applicant is liable for the full amount of damages sustained by the Government because of his default; such liability is not limited to the amount of the applicant's deposit. If you are not the successful applicant your check(s) or money order (s) will be returned uncashed. **NOTE: Beginning this year, 2019, successful applicant checks for the bid deposit and lease will be cashed by the Government when the successful applicant signs and returns the lease with the payment for the balance of the lease. No delay.**

g. Deposit Required for Term Rental: No application will be considered unless it is accompanied with a separate deposit for each application. Each unit with a term rental amount of $1,000.00 or less and with no rental abatements involved with the lease, will require an application deposit of the full rental amount of the term, for each item, in order to guarantee that the applicant will enter into a written lease. Such guaranty must be in the form of a check or money order, payable to the FAO-USAED Kansas City ***However, in the event of default by any applicant, that applicant's deposit may be applied by the Government to any Government loss, cost and expense occasioned thereby, including any incurred in leasing the property and any difference between the rental for another lease, if the latter amount is less.*** The applicant is liable for the full amount of damages sustained by the Government because of his default; such liability is not limited to the amount of the applicant's deposit. If you are not the successful applicant your check(s) or money order (s) will be returned uncashed.

7. SUBMISSION OF APPLICATIONS: It will be the duty of each applicant to have the application delivered by the time and at the place prescribed in the Notice of Availability. If the application is returned by mail, it is recommended that the application be submitted by Special Delivery or Certified Mail with return receipt for verification of delivery date. If there is any doubt that the mailed application will not arrive at the Kansas City District office on the date and by the time stated in this Notice of Availability, then it should be delivered in person. Applications will be securely kept, unopened. No responsibility will attach for the premature opening of an application not properly addressed and identified.

8. **LATE APPLICATIONS, MODIFICATION OR WITHDRAWAL OF LATE APPLICATIONS:** The person whose duty it is to open the applications will decide when withdrawal of an application will be considered. Applications may be modified or withdrawn only by written requests received from applicants prior to the time fixed for opening. Negligence in preparing the application confers no right to withdraw the application after it has been opened. ***Applications, modifications, or withdrawals received after the time fixed for opening and before award is made will be considered if sent by special delivery or certified mail not later than the 7th calendar day prior to the date specified for receipt of applications*** or if sent by mail and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt by said officer.

9. **OPENING OF APPLICATIONS:** At the time fixed for the opening, application contents will be made public.

10. **AWARD OF LEASE:** Leases will be awarded to the highest applicant who is responsive to this Notice of Availability, provided that the applicant is responsible, the application is reasonable, and it is in the interest of the United States to accept it. Tie bids will be selected by blind draw.

11. **ACCEPTANCE of APPLICATIONS:** All applications will remain open for acceptance or rejection for ten (10) days from the date of opening. Notice of award will be given as soon as practicable to the successful applicant or, to a duly authorized representative, in writing at the address indicated in the application.

12. **REJECTION OF APPLICATIONS:** The right is reserved, as the interests of the Government may require, to reject, at any time any and all applications, to waive any informality in applications received, and to accept or reject any items of any application unless such application is qualified by specific limitation.

13. **DATA REQUIRED BY THE PRIVACY ACT OF 1974:** The personal information requested on the Notice of Availability and the lease document, for the lease of Government real property, as authorized by Title 10, USC, Section 2667, is needed and will be used to complete the lease, in the case of the successful offeror, and to contact all offerors. The lease document, containing the lessee's address, will be made available to members of the public upon request. The furnishing, by the offeror, lessee, of his/her telephone number and/or address is voluntary and will have no effect on their offer.

14. **DEFAULT:** In the event that the successful applicant fails to comply with the terms of this Notice, the Government may declare the applicant in default and retain the deposit as liquidated damages.

15. **ATTENDANCE TO BID OPENINGS:** If you plan to personally attend the agricultural bid opening held at the Bolling Federal Building (address is located on the first page of the announcement) both Kansas and Missouri driver's licenses or a passport be will need to be presented to the security guards at the 12th Street location for allowance into the building. The phone number(s) for the Security Guard to call to obtain an escort are (816-389-3755). All attendees will be escorted by a member of the Military Branch Real Estate team to the bid opening prior to the 1:30 p.m. opening time. The bid opening doors will close at 1:30 a.m. so please plan accordingly. ***Due to security measures, access to individual offices is restricted and visitors must be escorted.*** Note: No free public parking is available.

APPLICATION FORM PAGES 7-10 TO BE RETURNED
FOR LEASING LAND OWNED BY THE UNITED STATES AT
Smoky Hill Air National Guard Range, Saline County, Kansas

TO: District Engineer
US Army Corps of Engineers
Kansas City District
635 Federal Building
PO Box 15339
601 East 12th Street
Kansas City, Missouri 64106-0339

Date_____

Dear Sir/Ma'am:

The undersigned, in accordance with your **Notice for Availability, No. DACA41-RE-B-19-047**, dated_____**, 2019**, for the leasing of property at Smoky Hill Air National Guard Range, Saline County, Kansas, and subject to all the conditions and requirements thereof, which, so far as they relate to this application, are made a part of it, proposes to enter into a lease for the property below, and hereby agree(s) to pay the rental set out below:

TERM: Five (5) crop/hay/grazing seasons, with the first season beginning **May 1, 2019** and ending **February 29, 2024.**

NOTE: ALL LEASE UNITS ARE SUBJECT TO THE REQUIREMENTS SET FORTH IN THE LAND USE REGULATIONS.

LIST OF LEASE UNITS TO FOLLOW

Enclosed are separate money orders or checks, payable to Finance and Accounting Officer, U.S. Army Corps of Engineers, totaling $_____to cover the required deposit, which is full payment for each rental amount of up to and including $1,000.00 and/or not less than ten percent (10%) deposit for each rental amount over $1,000.00.

Hay Lease Unit Number	**Number of Acres**	**Purpose**	**Bid Amount**
H-5	435	Hay	$_____

Grazing Lease Unit Number	**No. of Acres**	**Purpose**	**Bid Amount**
12	580	Grazing	$_____
21	633	Grazing	$_____
64	335	Grazing	$_____
65	616	Grazing	$_____
75	622	Grazing	$_____
82	634	Grazing	$_____

Crop Lease Unit Number	**No. of Acres**	**Purpose**	**Bid Amount**
15AB	144	Crop	$_____

SIGNATURE PAGE TO FOLLOW

I (we) make this application with full knowledge of all the conditions and requirements herein-before set forth, and if this offer is accepted, I (we) agree to promptly execute an appropriate lease, which I (we) understand you will furnish me (us), and return all copies of the same to your office within fifteen (15) days from the date it is delivered to me (us). If I (we) fail or refuse to execute and return said lease as aforesaid, the Government may declare this application in default and deposit submitted within support hereof will be retained by the United States as liquidated damages.

(Applications must be signed and returned)

Printed Name	**Signature**
Street Address	
City, State, and Zip Code	
Date	**Home Telephone No.**
Email address	**Cell Telephone No.**

Note: If applying as a partnership, the names of the firm or partnership must appear above the signature. The application must then be signed by all of the partners or the application may be signed by any one of the partners as one of the firm, provided the names and addresses of all of the partners are listed on this application. Corporation, LLC, and Partnership applicants must attach the appropriate Certificate. Certificate copies to complete are available from the last pages of the lease example, Exhibit C.

TAXPAYER IDENTIFICATION NUMBER

NAME: _____

LEASE NO: _____

(FOR OFFICIAL USE)

PROJECT: NOA DACA41-RE-B-19-047
SMOKY HILL AIR NATIONAL GUARD RANGE

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

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

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

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

You are hereby notified that this taxpayer identification number will be used for purposes *of collecting and reporting on any delinquent amounts arising out of your relationship with the Army. Should delinquent amounts have to be written off, the number will be used to generate* an IRS Form 1099-C reporting this as income to you. In addition, should this office pay money to you that is considered income, the number will be used to generate an applicable IRS Form 1099.

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

Taxpayer identification number SSN: _____

Signature: _____

Printed name: _____

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

2019 LEASES

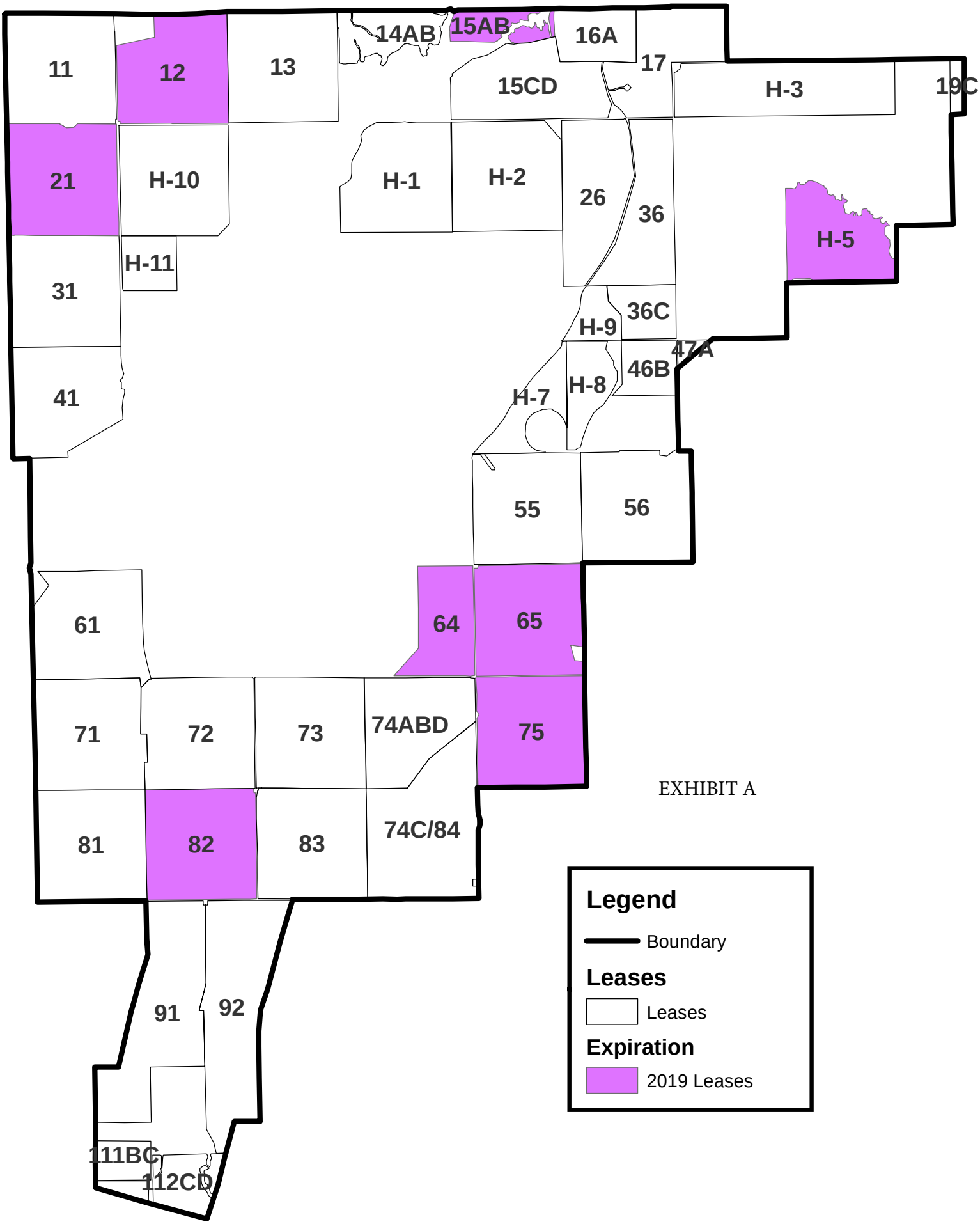
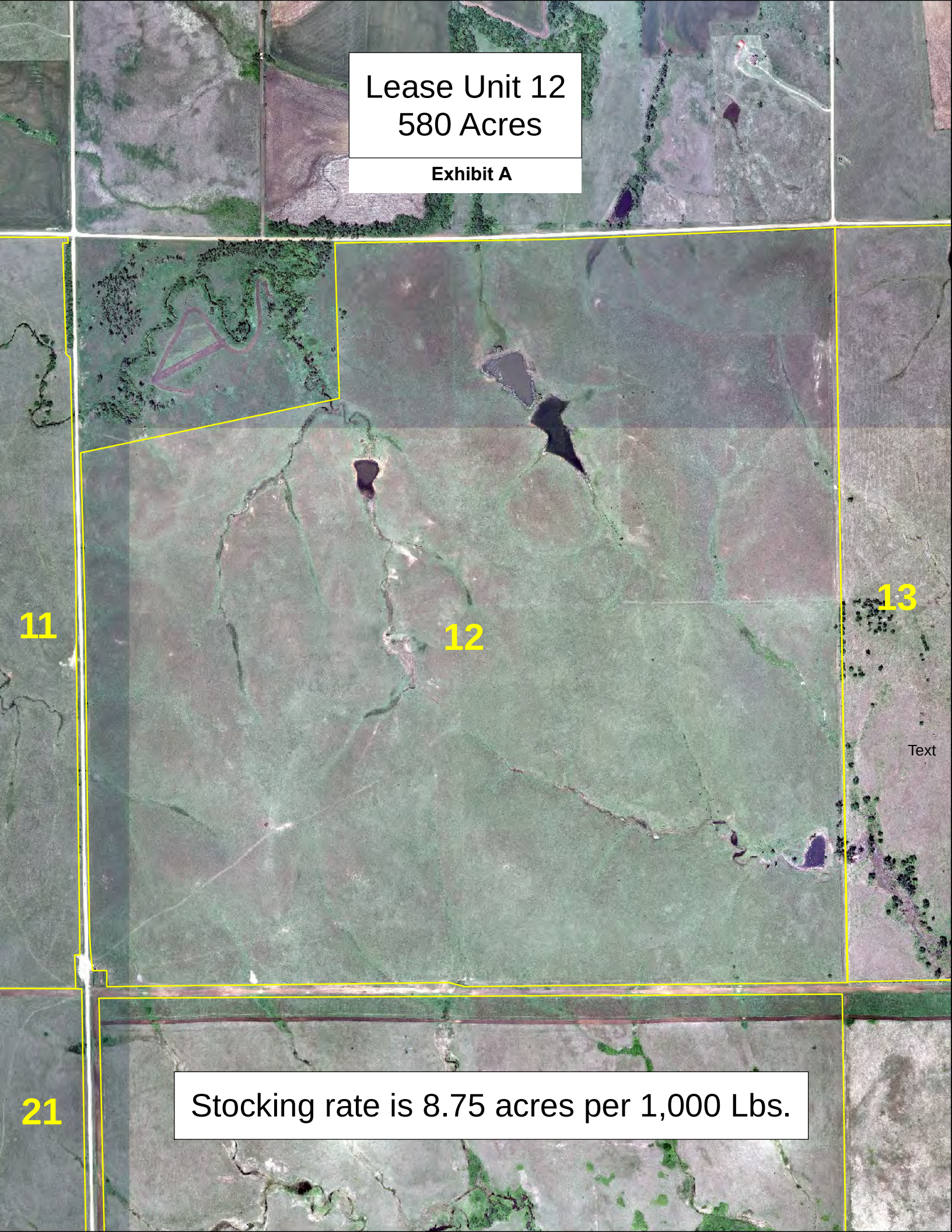
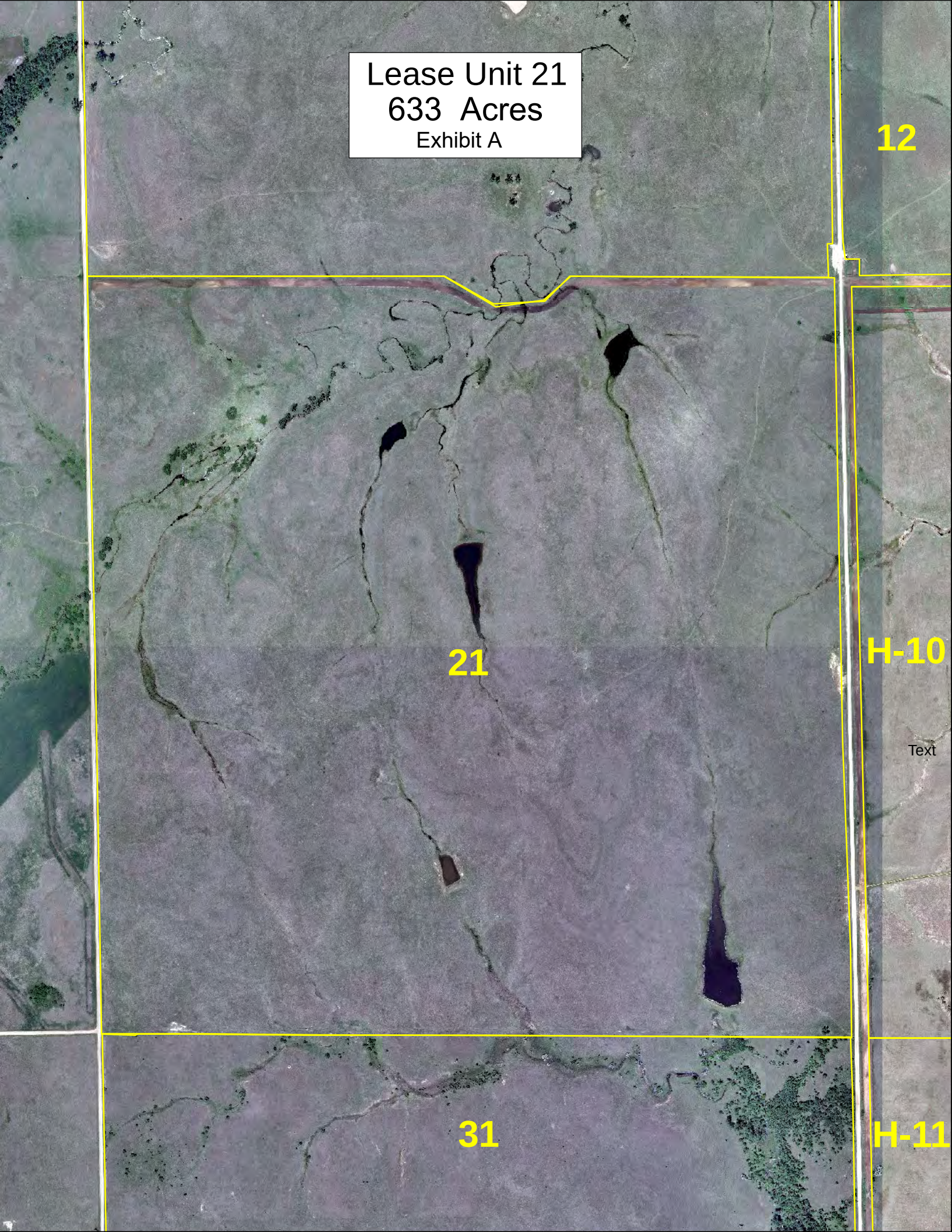
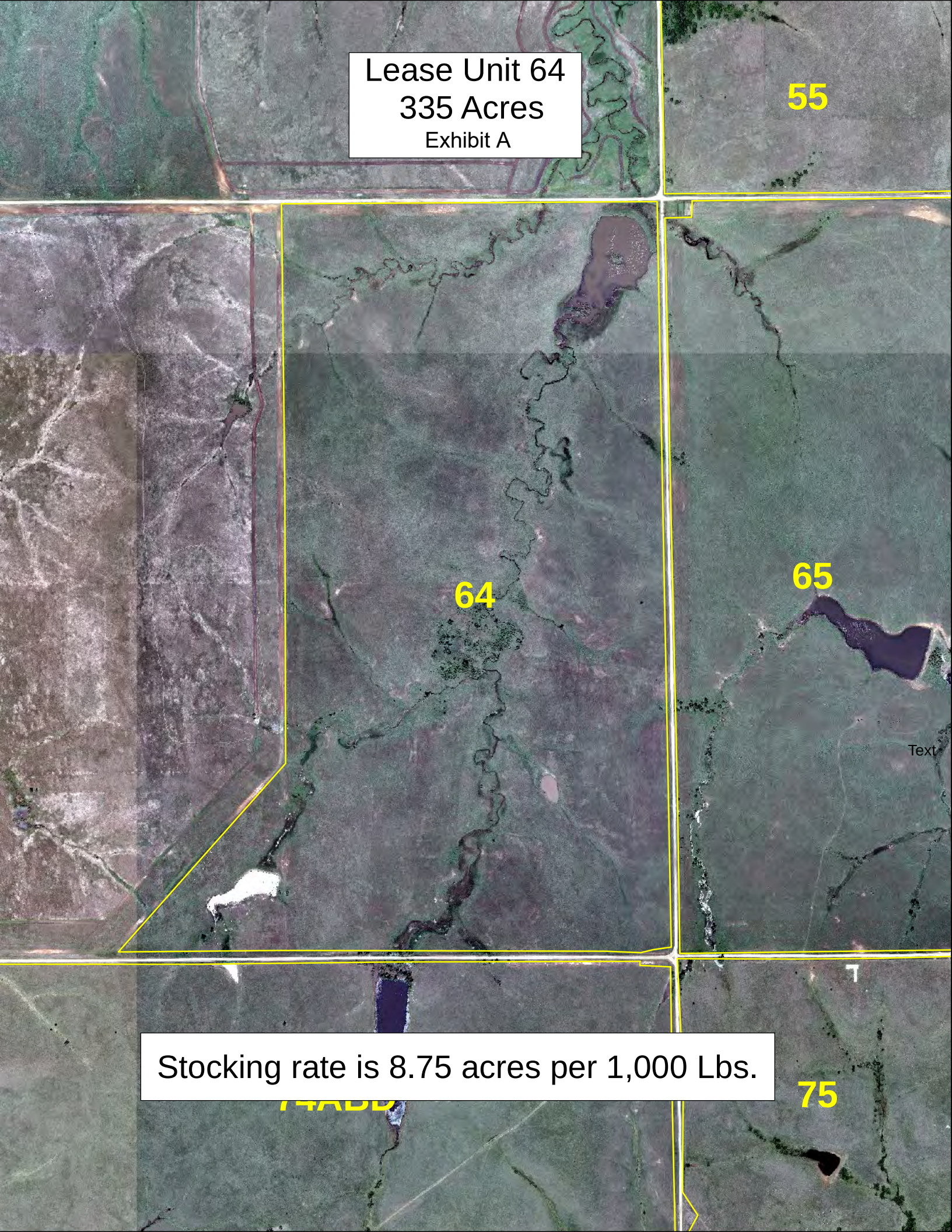
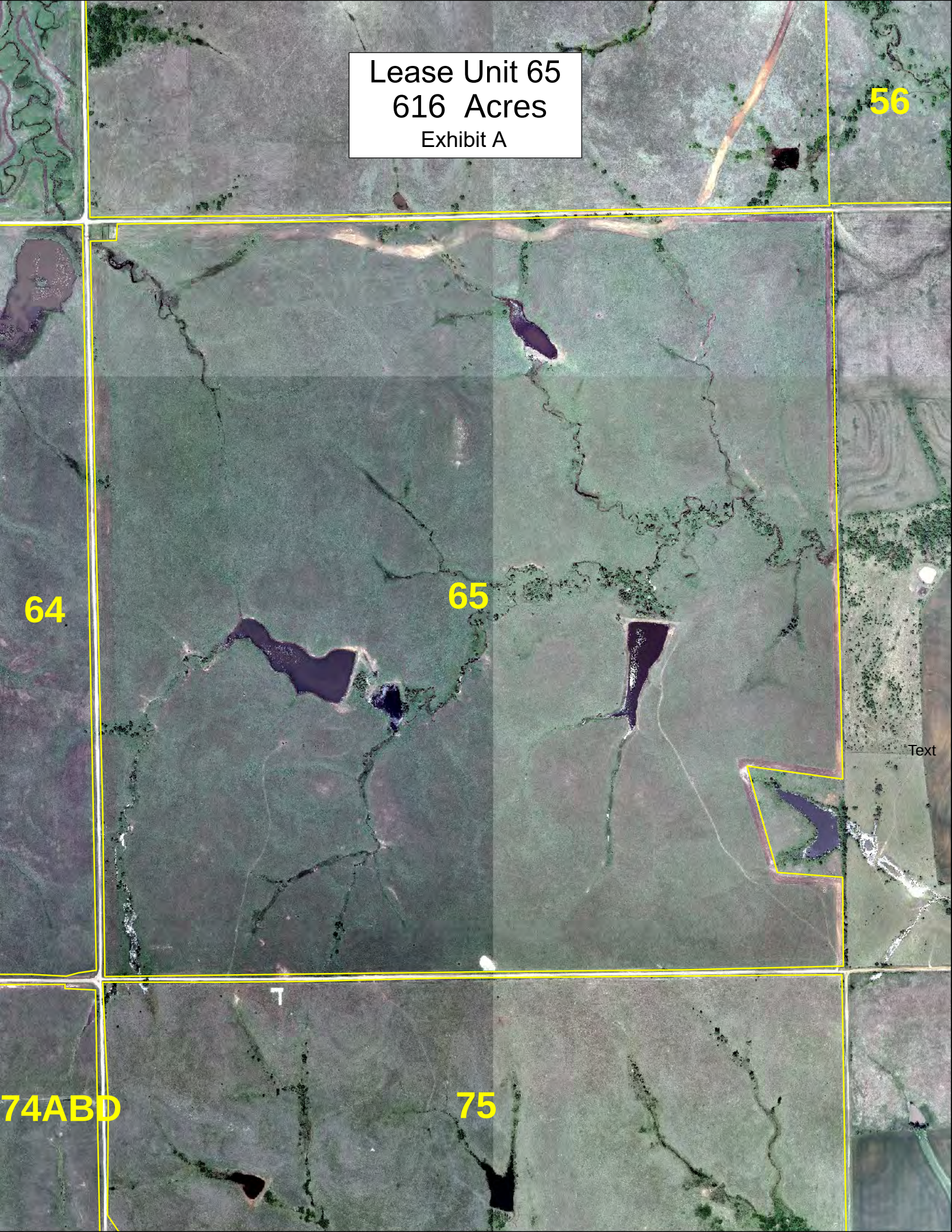


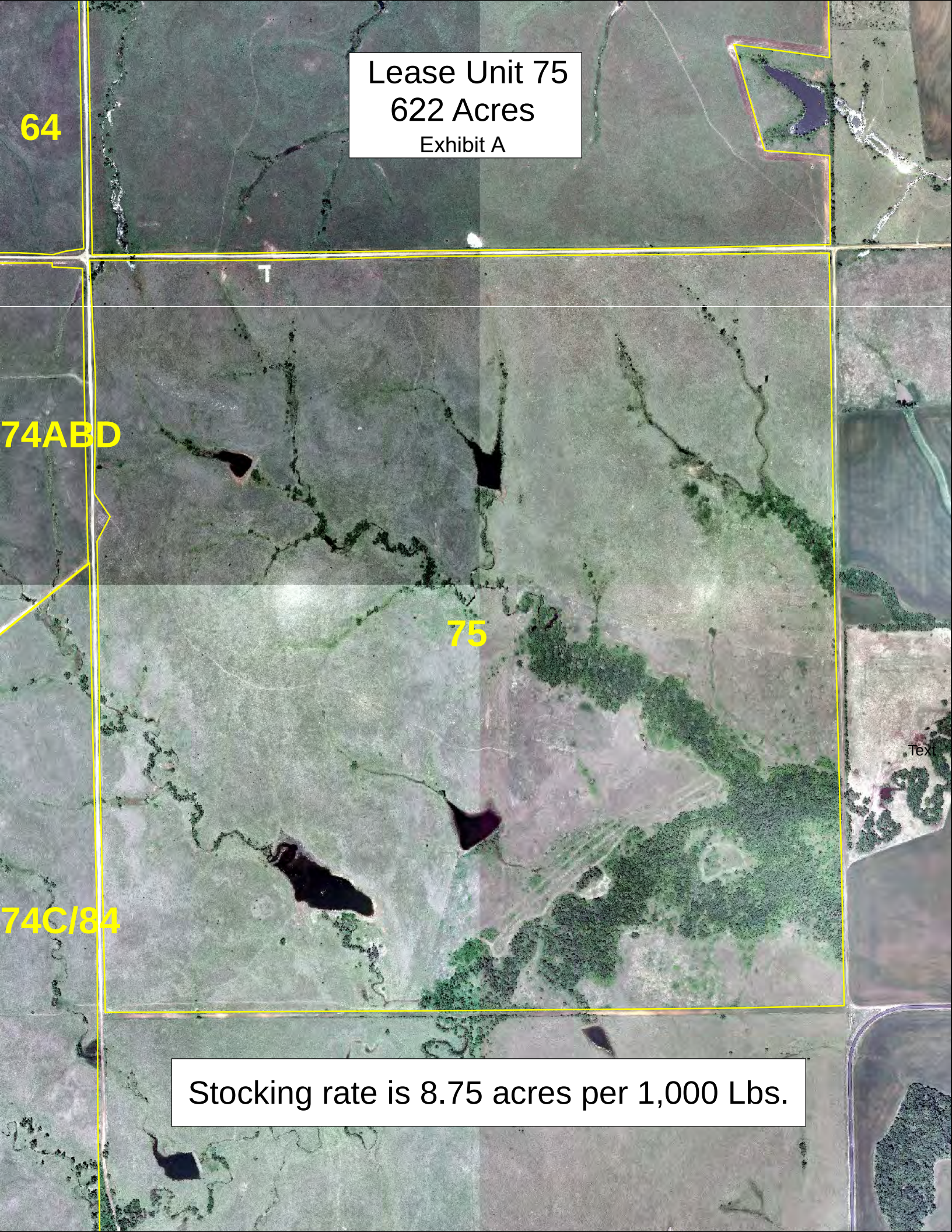
EXHIBIT A

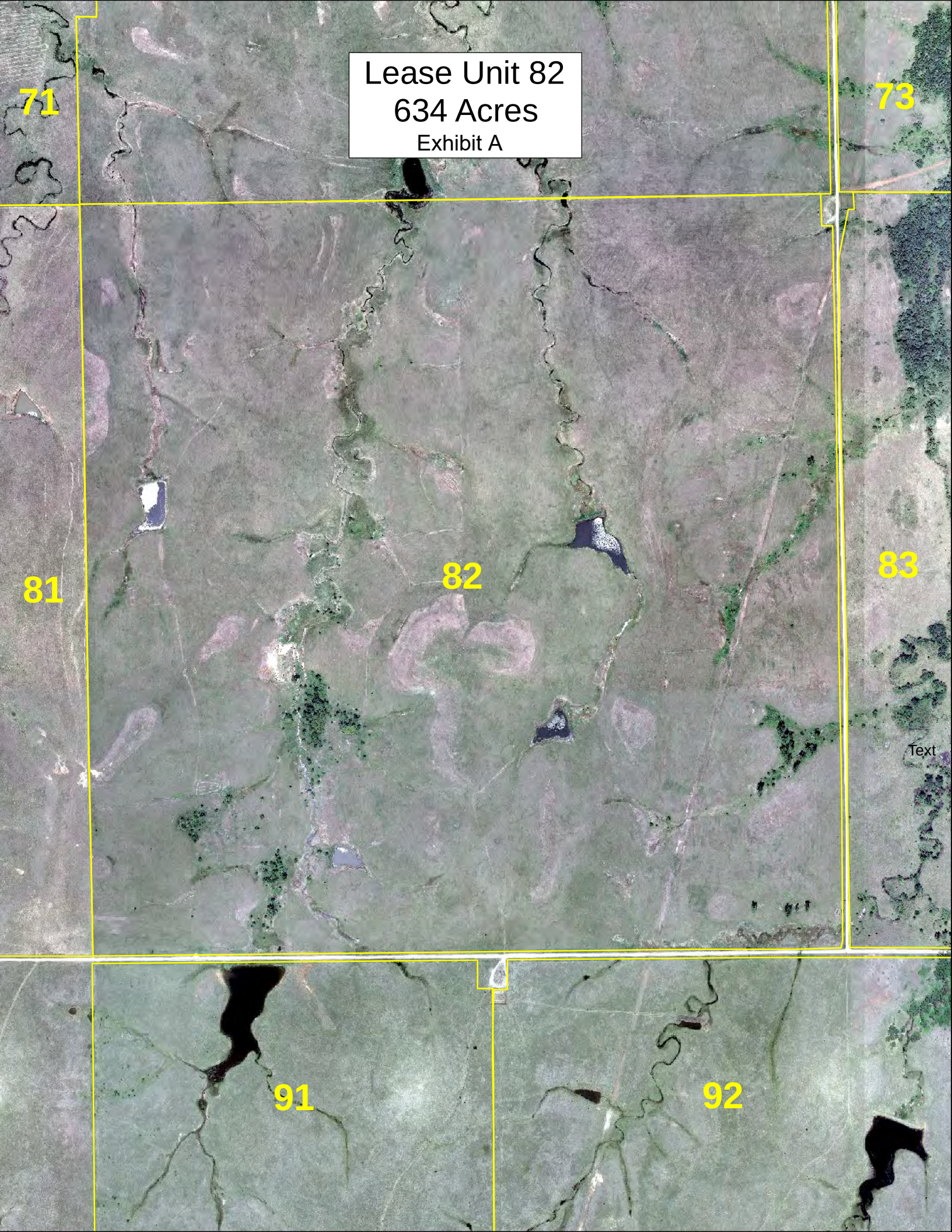

Lease Unit 12
580 Acres
Exhibit A
11
12
13
21
Text
Stocking rate is 8.75 acres per 1,000 Lbs.

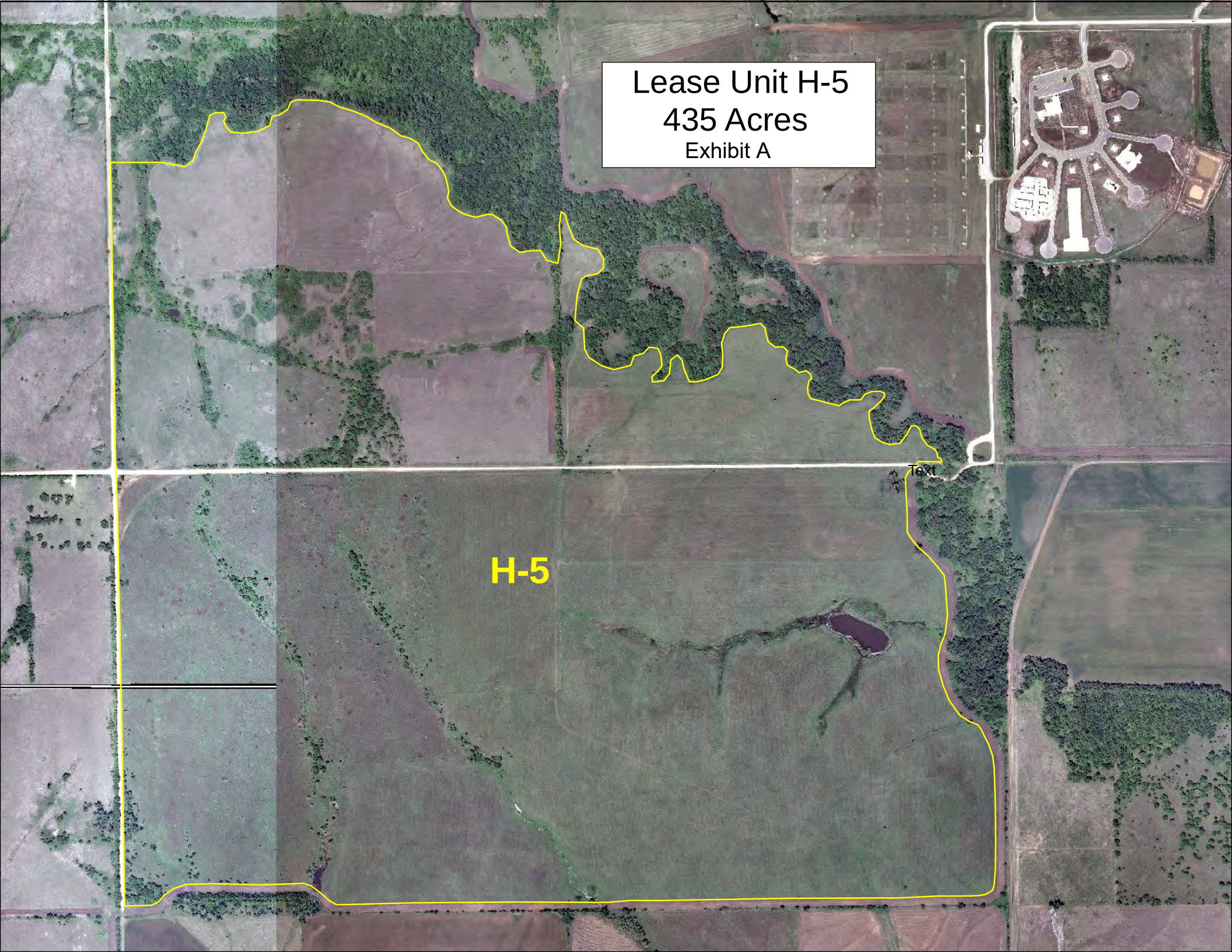

Lease Unit 21
633 Acres
Exhibit A
12
21
H-10
Text
31
H-11


Lease Unit 64
335 Acres
Exhibit A
55
64
65
75
Text
Stocking rate is 8.75 acres per 1,000 Lbs.


Lease Unit 65
616 Acres
Exhibit A
56
64
65
Text
74ABD
75


Lease Unit 75
622 Acres
Exhibit A
64
74ABD
75
74C/84
Stocking rate is 8.75 acres per 1,000 Lbs.


Lease Unit 82
634 Acres
Exhibit A
71
73
81
82
83
91
92
Text


Lease Unit H-5
435 Acres
Exhibit A
H-5
Text

Lease Unit 15AB
144 Acres
Exhibit A
14AB
15AB
16A
15CD

LAND USE REQUIREMENTS
SMOKY HILL ANG RANGE, KANSAS
SECTION A
GENERAL REQUIREMENTS

1. Policy and Control. The entire area is subject to the joint use of premises being expressly reserved to the Kansas Air National Guard under License No. DACA 41-3-78-900 and License No. DACA41-3-91-508, or subsequent renewal licenses, for military training purposes. The lessee agrees to furnish all equipment and labor and to conduct all farming operations in accordance with the lease, recognized principles of good husbandry, and the land use practices set forth herein. Prior to initial right-of-entry being granted to the leased property, the lessee will present, in person, his award notice to the Installation Commander or his representative so that the lessee's management plan and the conditions of leasing and arrangements for locks and access may be discussed. Leases on the portion of the property that is permitted to the Kansas Army National Guard are under the control of the Kansas Army National Guard in regards to access and security requirements. Inapplicable provisions by virtue of the granting clause of the lease are hereby deleted.

2. Safety. The lessee is herewith duly informed of the danger in entering upon any land within the installation boundary. The lessee and his employees, agents, or others entering the leasehold by virtue of the lessee's occupancy shall comply with all safety, environmental, security and access policies as prescribed by the Installation Commander or his representative, and to fully inform said persons of such policies shall be the full and unconditional responsibility of the lessee. The lands available for leasing at Smoky Hill ANG Range are periodically swept for unexploded ordnance (UXO). Due to freezing and thawing of the soil some UXO's may rise to the surface. The lessee shall not disturb UXO's or any object that may be a UXO. All UXO's and suspected UXO's must be reported to Range personnel. The lessee may be required to accompany Range personnel to assist in locating the item. The lessee is required to attend UXO training each year. This training is held in conjunction with the "pre-bid meeting".

3. Restricted Access Lease Units. Lessees of all lease units that are designated restricted access lease units must check in with the Installation Commander or their designated representative before entering the leasehold. Failure to comply with the policy could result in lease revocation.

4. Security. Only the prescribed metal gates will be permitted in the perimeter fence of the installation (range) boundary, except that additional metal gates may be installed by the lessee, at the lessee's expense, upon securing written approval from the Installation Commander or their representative. During the "off" season from 1 November to 30 April of each year, all lessees must check through the Installation Headquarters prior to entering the leasehold.

5. Gate, Lock, and Key Policy. Gates shall be secured with 1/4 inch welded hardened steel chain with one lock furnished by the installation. **Two (2) keys will be issued per leaseholder.** Keys will remain the property of the Government and must be turned in upon termination of the lease or whenever perimeter padlocks are changed. The lessee agrees to pay a fee of $20.00 per key that is not returned as requested by the Installation. This fee is intended to assist in the purchase of

new locks to ensure that proper security is maintained. The funds that are collected will be deposited in the Grazing and Agriculture account. Perimeter gates will remain locked at all times except when actually necessary for passage by the lessee. The lessee shall carefully control keys to said gates issued by the Installation and persons will not be permitted to enter the leasehold except in performance of official acts necessary in conjunction with the use and occupation of the property as set forth in the granting clause of the lease.

6. Hunting, Fishing, and Trapping Policy. Hunting, fishing, and trapping are under the exclusive control of the Installation Commander or his representative. **These activities are open only to military personnel and their guests and not to lessees or their guests in accordance with 184th Intelligence Wing Instruction 32-7064**.

7. Lease Revocation Resulting from Trespass. Any unauthorized intrusion or trespass on another leasehold by the lessee may subject this lease to immediate revocation upon request of the Installation Commander to the District Commander. If a lessee needs to gain access to a leasehold belonging to another party and cannot secure the permission of that lessee, permission to enter can be granted by Installation personnel.

8. Utilization of Land.

a. The term "Agricultural or Grazing Purposes" addresses the use of Government land for farm or pasture purposes. The land shall be used for grazing of the more docile breeds of cattle and horses, hay production and/or grass seed harvesting of native warm season grasses or crop production. The granting clause of the Lease will identify which of these agricultural uses is allowed for the term of the Lease. If the grant is for crop production, subject to the crop rotation limitations of paragraph 27 of this Land Use Requirement, choice of the crop is at the discretion of the Lessee.

b. All equipment and machinery shall be removed promptly at the end of the harvest season and shall not be stored on the leasehold without prior approval of the Installation Commander or their representative. Any vegetative cover destroyed through the efforts or negligence of the lessee shall be promptly reestablished. No tillage will be allowed on any hay or grazing lease, without express written consent of the Installation. The lessee will not discharge or apply any substance to the leasehold or operate in any manner, which would cause pollution to the ground water, surface waters, or air. Herbicides, insecticides, and other agricultural chemicals will be used only when there are no other practical alternative methods. The lessee will only use EPA registered chemicals in accordance with the EPA directions, **and prior to their use, will obtain approval in writing from the Installation Commander or their representative regarding the chemical, the rate, and the method of application. Following application to the leasehold of any chemicals, the lessee will provide the Installation Commander or their representative, in writing, with the following information: Date of application, location, number of acres treated, target pest (i.e. musk thistle, bindweed, etc.), pesticide name and EPA registration number, concentration of the finished formulation, the amount or quantity used, labor time, and name of person(s) involved in application.** All containers and other by-products of the chemical treatment process will be removed from Government property. Burning, burial, or rinsing and/or washing of chemical containers on Government land are prohibited.

9. Grazing Limitations for Grazing Leases

a. Grazing shall not commence prior to 1 May and shall end 31 October of each calendar year. This date may be subject to change by the Range Commander or their representative. No livestock will be permitted on the leasehold outside of the regular grazing season. Grazing must be controlled and varied to utilize pastures under changing climatic conditions, so as not to endanger vegetative cover or encourage weed growth, and the lessee may be required to reduce or cease grazing if weather conditions and/or grazing pressure are endangering the vegetative cover, encouraging undesirable vegetation or will reduce the next season's productivity. **Rental abatements will not be given for removal of livestock from the lease due to weather conditions affecting livestock water or condition of the vegetation.** The Installation will establish stockings rates, for each lease, with the goal of ensuring long-term productivity and overall health and conservation of the rangeland resources. Grazing leases shall be limited to stocking rates as shown in table A. **All livestock placed on the Installation must be weighed on the scales located at the Installation prior to their release into the grazing lease(s). Lessees will be required to set-up appointments with Land Management personnel for weighing and "turn-out" of all livestock. Installation personnel will assist with the weighing and counting of cattle and the completion and submission of livestock inventory sheets. Failure to have Land Management personnel present at weighing and "turn-out" may result in the lessee having to re-weigh the livestock, either a representative sample or all livestock in the lease in question, with Land Management personnel present.** The lessee must inform the Installation Commander or their representative of any changes in the number of animal units on the leasehold during the grazing season. All livestock will be checked regularly by the lessee or his representative. Installation personnel will conduct random inspections of the leases, throughout the year, to ensure compliance with these Land Use Requirements

b. The systems of grazing management at Smoky Hill ANG Range have been designed to be beneficial to grassland yet be profitable for cattle producers. Standards have been set to enable a grazing season as long as possible. In order to ensure proper stewardship of the rangeland resources, two different grazing systems will be allowed.

1. Season long stocking (SLS) is grazing with cow/calf pairs, replacement breeding stock, or other livestock not being raised for slaughter for up to 180 days. This system will maintain high quality grassland, while providing ample forage for livestock performance.

2. Intensive early stocking (IES) is grazing with steers or heifers at **up to** double the normal stock density for the **first 90 days (01 May through 29 July**) of the grazing season, followed thereafter by no grazing for the remainder of the grazing season. IES is applicable only to stockers (young growth type cattle raised for slaughter).

c. The stocking rates for each lease are as shown in Table A (below). Allowable weight is the total weight of all livestock on the lease for SLS (for IES this figure can be doubled). Lease usage and cattle head counts will be monitored by the Installation to ensure compliance with lease requirements.

TABLE A

LEASE UNIT	ACRES PER 1000 LBS.	ACRES	ALLOWABLE WEIGHT
11	7	640	91,400
12	8.75	580	66,300
13	8.75	632	72,200
15CD	7	535	76,428
17	7	485	69,285
21	7	633	90,400
31	7	640	91,428
36C	7	170	24,300
41	7	584	83,429
46B	7	160	22,857
55	8.75	620	70,900
56	7	648	92,571
61	7	593	84,714
64	8.75	335	38,300
65	7	616	88,000
71	7	640	91,428
72	7	640	91,400
73	8.75	640	73,000
74ABD	7	502	71,700
75	8.75	622	71,100
81	7	640	91,428
82	7	634	90,600
83	7	640	91,400
74C/84	7	775	110,714
91	7	750	107,000
92	8.75	750	85,700

d. In accepting this lease, the lessee agrees that, should a situation arise whereby **any** livestock belonging to the lessee, or under his control, or on the leasehold by his invitation should remain on the leasehold after 31 October of each year, **or after the scheduled date of removal (29 July) in the case of IES,** or should be returned to the leasehold prior to 1 May, he will pay to the United States an additional daily rental (over and above that required by Condition 2 of the lease) for each day said cattle remain outside of the regular grazing season. Said daily rental shall be payable on demand and shall be computed at three times (3X) the annual rental rate (i.e., the annual rental divided by 180 times 3).

e. Upon receipt of information from the Installation Commander or their representative of the lessee's failure to comply with grazing season limitation and the number of days violation, billing for additional cash rental will be made by the Finance and Accounting Officer, U.S. Army Corps of Engineers, Kansas City, Missouri. Failure to pay the additional rental within 30 days of receipt of billing or continued failure on the part of the lessee to comply with the lease provisions

shall be sufficient grounds for immediate revocation of his lease, and will not relieve the lessee from payment of any monies due and owing the Government.

f. Lessees will be required to remove livestock that are diseased or unruly when requested by the Installation Commander or their representative.

10. Fencing. Grazing will not be permitted prior to the **inspection,** repair and/or construction of fences and gates so as to restrain all livestock to the leasehold at all times. The lessee shall furnish labor, equipment, and materials for all necessary fence or fence repairs. Fence between adjacent leaseholds, cross fence, and any other fence necessary, either owned or constructed by the lessee or acquired from the former lessee, and all new and used materials placed in such fence during the term of the lease in the normal course of maintenance will not be removed and shall become the property of the Government upon expiration, revocation, or other termination of this lease. Replacement of wood posts is considered to be normal fence maintenance and is the responsibility of the lessee. Access for purpose of fence construction will be granted upon award of a lease, even before the effective date of the lease, provided such access is coordinated with the Installation, and the rent is paid. Fencing shall conform to the standards stated in Exhibit "C", attached.

11. Catch Pens, Salting Areas, Etc. Loading and sorting areas and salting, mineral, rubbing, and watering areas shall meet the approval of the Installation Commander or their representative. Salting areas will be maintained at a distance of not less than .25 mile from the nearest water source and shall not be in the same location in consecutive years, to prevent damage to grass cover and assure uniform utilization. Areas where livestock are concentrated to the extent that the area becomes bare of vegetation or areas damaged by the lessee's operations shall be reseeded by the lessee at his expense and in addition to any other requirements. All seeded areas will be protected from livestock until they will support grazing without endangering the stand. Feedlots or localized feeding areas are prohibited. Loading or sorting pens shall be of a temporary or portable nature or, with the approval of the Installation Commander or their representative, may be of a permanent nature in which case such newly constructed facility shall become the property of the Government when annexed.

12. Water. Maintenance and construction of water sources in grazing leases will be accomplished by the Installation. All construction or restoration of watering sources shall be to Natural Resources Conservation Service (NRCS) specifications. Lessees are advised that the transport of water from the leasehold is prohibited.

13. Dead Stock and Noxious Weeds.

a. 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 or prevent infestation of the leasehold by noxious weeds as required by the Kansas Noxious Weed Law, as amended April 1975, to include future changes or additions to the law.

b. Only pesticides pre-approved by the NGB/A7CV pest management consultant may be applied to installation property including leased land.

Pesticides, whether restricted-use or non-restricted use, that are not approved within the installation integrated pest management plan must be nominated for approval, and approved, prior to any application. Priority should be given to nominating those pesticides on the "Armed Forces Pest Management Board (AFPMB) Standard Pesticides list available to DoD components and agencies". Only certified applicators may apply pesticides on installation property.

c. If musk (nodding) thistle is present, the lessee shall, by timely spraying and/or mowing, prevent the spread of this noxious weed, eliminate it from the leasehold, and prevent its reinfestation.

d. Failure to conform to the above requirements shall be grounds for revocation of this lease.

14. Burning. Burning requests will be made to the Installation Commander or their representative through the Installation Land Manager and Fire Chief. The Installation Commander or his representative may, under justifiable conditions, approve burning for sound agricultural or wildlife management practices. The lessee shall strive to protect the leasehold from uncontrolled burning. The right is reserved to the Government to maintain existing firebreaks, construct new firebreaks, and to backfire or control-burn whenever deemed necessary by the Installation Commander or their representative.

15. Hay and Grass Seed Production.

a. Hay production shall be conducted so as not to endanger the vegetative stand or seriously deplete the carbohydrate root reserve, soil nutrients, or organic matter.

b. Cutting of native grass will be limited to one (1) cutting each year, either for hay production or seed harvesting. The lessee may cut and harvest grass for hay production only during the period 1 July through 1 August. If grass is harvested for seed production, cutting must be completed by 1 November, and requires a minimum of 12 inch stubble height. Time extensions normally will not be granted, however, should the lessee's haying operation be delayed by circumstances beyond the control of the lessee and through no fault of the lessee, time extensions may be granted at the discretion of the Installation Commander or their representative.

c. Hay will not be stacked, stored, or left scattered longer than 14 days on the leasehold. All vegetation once windrowed and broken bales must be removed within 14 days.

d. During the active haying operation, the lessee's equipment, when not in use, may be parked in areas designated by the Installation Commander or their representative. **Within 14 days after the haying operation is completed or by 15 August, the lessee shall remove all equipment and personal property from the installation.** Hay that remains on the lease, without prior coordination with the Installation Commander or their representative, beyond the specified time will be considered abandoned and may be disposed of by the Installation. The lessee agrees and understands that the Government shall not be held liable for loss of or damage to, personal property and/or machinery due to any cause whatsoever.

e**. All residual materials resulting from the haying operation (i.e., baling twine, twine boxes, hydraulic fluid containers, etc.) will be removed from the leasehold at the end of each day's haying operation. Petroleum products will be contained and will be removed from the Installation at the end of each day. Oil changes may not be done on Installation property. Any spills of petroleum products must be cleaned up and removed from the Installation, at the lessee's expense**.

16. Cost-sharing, Additional Maintenance, Repair, Protection, and Restoration. When it is determined to be in the interest of the Government to carry out additional work requirements, including, but not limited to, soil and water conservation structures, conversion to grass, and initial application of lime, the lessee may be reimbursed for a portion of the costs by abatement of rental to become due the Government as provided in the lease. Prior to proceeding with the work, any such agreement will be reduced to writing in the form of a supplemental agreement to the lease, **except as noted in paragraph 19. a. (2.) and d. in these Land Use Requirements**. The lessee will furnish labor, equipment, and materials and will be reimbursed through rental abatement for cost of materials and such equipment. **Labor costs for work accomplished by the lessee will not be reimbursed, unless such labor was accomplished by persons under contract with or hired by the lessee and receipts of said labor are provided to the installation**. Total reimbursement under this or any other provision or condition of the lease shall not exceed the cash rental consideration.

17. Special Land Management Practices. The lessee is required to read and have a basic understanding and perform all activities in accordance with the Integrated Natural Resources Management Plan for Smoky Hill ANG Range. The Government may implement additional soil and water conservation and wildlife habitat practices on the leasehold. Subject to Condition 24 of the lease and paragraph 16 of these requirements, the lessee agrees to cooperate in the above stated practices. The Installation Commander and their representative will work closely with the lessee and make the lessee aware of any anticipated management activities that may be implemented by the Government.

18. Highly Erodible Land Conservation and Wetland Conservation Programs. The Food Security Act of 1985, Title XII, provides for highly erodible land conservation and wetland conservation. All highly erodible lands must have an approved conservation plan. An approved conservation plan for highly erodible cropland, if applicable, will be furnished to the lessee for the correction of any existing erosion problems. However, in the event the, NRCS, USDA, and/or Conservation District make revisions in the approved conservation plan, the Government will not be held liable for said revisions nor the implementation of said revisions or for any damages suffered by the lessee there from. Any required conservation practice may be subject to rental abatement in accordance with the procedures contained in these requirements.

19. Work Requirements with Rental Abatement. The provision of paragraph 16 of these requirements notwithstanding, work requirements authorized rental abatement for specific lease units may be contained in Section C, Special Lease Unit requirements, which is a part of these Land Use Requirements. Work requirements that are needed during the lease term as determined by the Installation Commander, his representative, and/or the lessee are contained within this

paragraph**. The lessee must insure that prior coordination with the Installation Commander or his representative has been enacted and that approval to proceed with rental abated work has been granted by the Installation Commander or his representative in writing.**

a. Control of Noxious Weeds and Other Undesirable Vegetation.

(1) **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, but shall not bulldoze fence rows, clear any timber areas, or destroy any desirable tree species without prior written approval from the Installation Commander or his representative.

(2) If musk thistle, Johnsongrass, marijuana and/or field bindweed are present (or any other vegetation that may be identified during the term of the lease as a noxious weed under the State Noxious Weed Law), the lessee shall prevent the spread of the noxious weeds, eliminate them from the leasehold, and prevent their reinfestation. Spray frequency and optimum dates will be those recommended by the local noxious weed specialist. **Chemical treatment of noxious weed must be approved by the Installation Commander or their representative and accomplished as recommended by the local noxious weed specialist subject to paragraphs 8, 21 and 22 of these Land Use Requirements.** In the interest of restoration and/or improvement of the land through chemical treatment of noxious weeds, the lessee may receive rental abatement for all or a portion of the chemical, carrier and application costs. **Because chemical treatment of noxious weeds requires timely action, the Installation Commander can authorize treatment of noxious weeds and authorize rental abatement for these treatments without the need for a Supplemental Agreement**. The rental abatement shall not exceed 100 percent of the cost of the chemical, carrier and application, as may be approved by the Installation Commander or their representative, based on local market prices. To receive rental abatement under this provision, the lessee must do the following:

Prior to application of any chemical, the lessee will contact the Installation Commander or their designated representative. The lessee, accompanied by the Installation Commander or their representative, will inspect the area. If chemical treatment is needed, the lessee and Installation Representative will discuss the chemicals to be used, the rate, and the method of application. Prior to the day of application of the chemicals, the lessee will contact the Installation Commander or their representative who will have the option of being present when the chemical is mixed and applied. After the work is completed, the lessee may request rental abatement in accordance with paragraph 20. **DODI 4150.7 requires that all parties applying chemical on DoD property will be certified. All applicators of chemical will be certified through the State of Kansas, as a pesticide applicator.** A copy of the written approval from the Installation Commander or their representative must be submitted with documentation required in paragraph 20.

(3) Should the lessee fail to take appropriate action within 7 days, after notification by the Installation Commander or their representative of a noxious weed problem, then appropriate control measures will be initiated by the Government. The lessee will then be assessed an

unreabated charge (actual expense to the Government) for all labor, equipment, and materials used in the weed control operation, and/or at the option of the Government, the lease may be revoked.

b. Required Removal of Undesirable Vegetation. When needed, at the Installation Commander's option, the Installation Commander or their representative will designate the area(s) in need of renovation, and the lessee shall, at the lessee's expense, furnish all materials, equipment, and labor to eradicate the undesirable vegetation. Actual treatment shall be as recommended by the County Extension Service office and conducted under the auspices of, or inspected by, a representative of the Installation Commander, and when completed and approved, the lessee may request rental abatement. The maximum abatement amount is limited to the money that is available in the cash consideration.

c. Optional Development of Multiple Water Sources. When requested by the lessee and subsequently approved by the Installation Commander or their representative, and in the interest of soil and water conservation, pollution control, maintenance through improved grazing distribution, and to provide water storage for fire-fighting, the lessee may, through application to the local Natural Resources Conservation Service (NRCS), plan for and when approved by the Installation Commander, or his representative, and the Kansas City District Corps of Engineers Commander (Real Estate Division) as to site and design, develop pond dams, pit ponds, and spring improvements to the specifications of said Natural Resources Conservation Service. The lessee shall receive rental abatement in the form of credit to rentals to become due for 100 percent of the earthwork and necessary materials, not to exceed the NRCS estimate, whichever is less.

d. Restoration of Fences. In addition to any other fence requirements stated herein, the lessee may be required to restore fences. **This is normally considered to be more than routine fence maintenance or repair and may qualify for rental abatement if written approval for the fencing is obtained from the Installation Commander or their representative, prior to starting. The written approval must be signed by the Installation Commander or their representative, and agreed to by the lessee and shall include the number of rods of fence and the location indicated on a map along with the number and location of the gates, if any are required**. **Emergency fence repairs due to floods, winds, etc., may be authorized by the Installation Commander without the need for a Supplemental Agreement and still be eligible for rental abatement.** The dollar amount of reimbursement per rod is to be consistent with the local prevailing prices. Fencing will be done according to the specification as stated in Exhibit "C" attached. Completed fence restoration must be to the satisfaction of the Installation Commander, or his representative, in order to qualify for rental abatement when allowed.

e. Restoration of Gates. When the Installation Commander, or their representative, has determined that a gate is in need of repair and /or restoration, the lessee will restore the gate to a new-like condition utilizing new materials. Restoration of gates shall conform to a design as stated in Exhibit "C". Restoration of gates may qualify for rental abatement if written approval for the restoration is obtained from the Installation Commander, or his representative, and agreed to by the lessee and shall include the number of gates and their location on a map. Completed work must be to the satisfaction of the Installation Commander, or their representative, in order to qualify for rental abatement when allowed.

f. The written approval must be submitted with the request for rental abatement in accordance with paragraph 20 below. The maximum abatement amount each year shall be limited to the money that is available in the annual cash consideration.

20. Procedure to Insure Credit of Rental Abatement for Work Performed.

a. The lessee shall perform the applicable work requirements in accordance with the provisions set forth below, and when completed, the lessee shall submit a request to the Installation Commander or their representative, for the rental abatement due under said provisions. The request shall include a statement prepared and signed by the lessee for the work performed, including an itemized list of the materials used and incorporated. The request shall be accompanied by a set of original invoices, which have been marked "paid" and signed by the vendor to cover all materials and services. The request must also include a copy of the written approval signed by the Installation Commander or their representative authorizing the work performed. All discrepancies between the invoices and the itemized list, such as minor non-returnable materials, left over and returned items must be explained.

b. The request for rental abatement along with the receipted original invoices must be submitted within 30 days after completion of the work to facilitate inspection by Installation personnel. **In the event that rental abatement requests and/or satisfactory receipts are not received by the Installation within 30 days after completion of the work, rental abatement may be denied**. The Installation Commander or their representative will verify that the work is satisfactory and then forward the request to the Kansas City District Commander recommending that rental abatement be allowed.

c. The Installation Resource Manager will inspect all land use requirement work after completion to insure compliance with lease provisions prior to forwarding requests for rental abatement. Certification of inspection by the Installation Resource Manager and successful completion of required work must be included in the request for rental abatement sent to the Kansas City District Commander.

d. Rental abatement will be given in the form of credit to rentals to become due (refunds will be only at their discretion of the said officer), and the total credit extended under this or any other provision shall never exceed the cash consideration. Except as subject to Condition 11 of the lease, no refund shall be made by the United States for any rental credits due the lessee upon expiration, revocation, or other termination of this lease.

21. Herbicides, Insecticides, and Other Chemical Use. Herbicides, insecticides, or other agricultural chemical will be used only when there are no other practical alternative methods. Chemicals must be used in strict accordance with the manufacturer's label. The application of restricted use pesticides requires the written permission of the Installation Commander, or his representative, prior to their use. **All chemical use must be reported to the Installation Land Manager, to include type of chemical, rate of application, acreage treated, date applied, name of applicator and any other pertinent information as requested by the Installation**. **All personnel that apply chemical on Smoky Hill Range will be certified through the State of Kansas.** All chemical containers must be removed from Government property for disposal.

22. Public Use and Public Health. The leasehold shall be managed for agricultural and wildlife 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.

a. 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 Installation Commander, or his representative, or Kansas City District Commander, of their location.

b. The construction of pit or trench silos or ensiling of forage on the leasehold is prohibited.

c. All seed and fertilizer bags, etc., will be removed from Government property, at the end of each day's operation, for disposal.

23. Lease Compliance Checklist. Installation personnel will monitor all lessee activities and complete a "Lease Compliance Checklist" at least once during the grazing/haying/growing season. The "Lease Compliance Checklist" will be signed by Installation personnel and either mailed to the lessee or reviewed with the lessee in person to ensure that the lessee has been briefed on any discrepancies. Lease compliance issues such as rent payment, special work requirements, weight tickets and livestock inventory sheets, fence condition, noxious weeds, security and communication with the installation will be among the items on the "Lease Compliance Checklist". Multiple negative marks and/or violations of the Land Use Requirements will be grounds for lease termination.

24. Land Use Requirement Violations. In the event the lessee violates one or more of the Land Use Requirements contained herein the lessee will pay the Government upon demand $100.00 administrative costs plus actual cost, in satisfaction of liquidated damages, an amount to be documented by the said office and a bill for same will be presented to the lessee.

25. **Grazing Restrictions on Crop Leases. Livestock shall not be permitted on the leasehold at any time, under any circumstances. Proper care must be exercised by the lessee in maintaining fences, at the lessee's expense, to prevent straying of cattle on to the lease.**

26. **Conservation Practices. Conservation tillage will be used. Conservation tillage refers to any of several methods of crop production that minimize cultivation and leaves 30% ground cover following harvesting. Fall tillage, when row crops are being grown, will be limited to light chiseling of the ground. All crops will be harvested in such a manner as to leave the stubble as tall as practical. Stubble will not be harvested for feed or burned (wheat stubble may be burned by Installation personnel on the request of the lessee when no-till farming practices are used). Erosion control structures such as water ways,**

grassed terraces, and/or filter strips may not be cut for hay, disked or otherwise disturbed by the lessee.

27. Crop rotation must be used and a crop rotation plan must be submitted to the Installation Commander or their representative upon award of the lease. The recommended crop rotation is as follows:

First year - row crop (sorghum, soybeans, sunflowers, etc.)
Second year - row crop or wheat
Third year - wheat
Fourth year - wheat or row crop
Fifth year - row crop

No more than three wheat crops should be planted during the five year lease. For the final year of the lease row crops must be planted, as lease periods will not be extended to accommodate wheat harvest.

28. **Farm Program Payments. Leases are not eligible for Government farm payment programs.**

EXHIBIT C
LAND USE REGULATIONS FENCING REFERENCE
MINIMUM STANDARDS FOR GATES AND FENCING

SPECIFICATIONS: All fence materials shall be new and will be inspected before any fence is built.

Barbed wire shall be 2-point (spaced 5 inches apart), 12 ½ gauge, galvanized, Red Brand barb wire strung as five line wires spaced approximately equal distance apart. The top wire shall be 48 inches above ground level and the bottom wire approximately 12 inches above ground level. There will be no more than one splice allowed per wire in any given stretch of fence.

Staples shall be of 9-gauge wire with a minimum length of 1 inch. Staples should be driven diagonally with the wood grain to avoid splitting and loosening of the staples. Space should be left between the staple and the post to permit movement of the wire. In areas where the barbed wire has tension up or down, the barbed wire must also be attached to the wood posts with two turns of 14 gauge or heavier wire. Wires shall be attached to steel posts by use of manufacturer's special designed clips (crimped on both sides of the post) or by two turns of 14 gauge or heavier, galvanized wire.

Line posts shall be set at a maximum of 16 ½ feet apart and will be studded steel "T" posts (1.33lb. /ft.), American made and a minimum of 6 feet long. The top strand of barbed wire shall be placed between the first and second lug on the T post.

All corner, pull assemblies and brace posts shall be wooden with a minimum top diameter of 10 inches. Wood posts used across breaks in ground elevation and through wet areas must have a minimum top diameter of 8 inches. All wood posts must be osage-orange (hedge, Bois d'Arc). Posts shall have a minimum length of 8 feet and be set at least 3 ½ feet in the ground. All wood posts will be tamped using a tamping rod specifically made for this purpose. Horizontal bracing is required at all corner, pull and end assemblies in the fence line. Horizontal brace members shall be standard weight galvanized steel pipe of 1 ½ inch diameter, installed at least 36 inches above ground level and at least 8 inches below the top of the post. The cross brace should be at least 7 feet in length. Brace pipes from the existing fence may be reused to construct the new fence as long as they are straight and not rusted. The tension wire shall consist of two complete loops of 9 gauge smooth wire or 12-½ gauge double strand, twisted barb or smooth wire, with an in-line strainer to provide adequate tension. The tension wire shall extend from a point approximately 6 inches below the top of the brace post to near the ground level of the post being braced. Notches will not be cut into wood posts for brace pipes and tension wires. Metal pins of at least ½ inch diameter will be used to hang brace pipes and to wrap tension wires around wood posts on all corner and brace assemblies. Pull assemblies (line bracing) shall be spaced at intervals not to exceed 1,320 feet (80 rods) in straight sections of fence, or as shown on attached maps. Wood posts shall be used on breaks in ground elevation and/or in wet areas. When fencing is installed across small depressions or watercourses, the following methods will be used:

(1) If the fence wire is installed parallel to the ground surface, wood posts shall be set where fence is subject to upward pull.
(2) If the wire fence is installed with the top wire straight across the depression, extra length posts shall be used to allow normal post embedment and line wire will be added to fill the space between the bottom of the fence and the ground.

Gates shall be the length specified and will be provided by Smoky Hill. Gates must be able to swing both ways to allow for easier access.

When attaching existing fence to new corners, existing barbed wire must be stretched to the same standards as new barbed wire.

All removed fencing materials will be hauled off Range and disposed of by the lessee. This includes all barbed wire, t-posts, wood posts, bent brace pipes and other various pieces of wire removed from the old fence line.

DEPARTMENT OF THE AIR FORCE LEASE FOR AGRICULTURAL OR GRAZING PURPOSES LOCATED AT SMOKY HILL AIR NATIONAL GUARD RANGE

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE AIR FORCE,** hereinafter referred to as the Secretary, and *name here*, *address here*, hereinafter referred to as the Lessee.

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 ***Smoky Hill Air national Guard Range, Saline County, Kansas, Grazing/Crop/Hay Lease Unit No._____, containing approximately ____ acres***, as shown in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the premises for **grazing/crop/hay production** and in accordance with the Land Use Regulations identified in Exhibit "B", 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 5 ***seasons***, beginning ***May 1, 2019,*** and ending ***February 29, 2024***, but revocable at will by the Secretary. The first grazing/crop/hay season will be from ***May 1, 2019*** to ***February 28, 2020.*** Subsequent grazing/hay/crop seasons will be from ***1 March*** to the ***end of February*** that year, unless specifically set out on the individual Lease Map, under Lease/Land use requirements.

2. CONSIDERATION

a. The Lessee shall pay rental to the United States in the amount of _____ **AND NO/100 DOLLARS ($_____),** payable **in advance of May 1, 2019** and thereafter annually in advance of **March 1.** The first year's rent will be made to the order of the ***"FAO USAED-Kansas City G/5"***, and forwarded by the Lessee direct to **USACOE- Kansas City, P.O. Box 15339, Kansas City, Missouri 64106-0339**. Subsequent lease year payments will be due and payable on March 1 of that year and will be made payable to "***FAO USAED-Kansas City G5***", and forwarded directly by the Lessee to **USACE Finance Center, 5722 Integrity Drive, Millington, TN 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 due date. An administrative charge to cover the cost of processing and handling each late payment will also be imposed.

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

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

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the lessee, to the addressee as shown on page one, and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, Kansas City District, Corps of Engineers, 0602 Federal Building, 601 East 12th Street, Kansas City, Missouri 64106-2824, 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", "District Engineer", "Operations Manager" or "said officer", include their duly authorized representatives. Any reference to "Lessee" shall include any sublessee’s, assignees, transferees, successors and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer, Kansas City 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 District Engineer, 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. COST OF UTILITIES

The Lessee shall pay the cost, as determined by the officer having immediate jurisdiction over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the Lessee, including the Lessee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

10. 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 shall be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

11. 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 District Engineer 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 District Engineer; 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.

12. 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.

13. 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.

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 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 therefore, 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 District Engineer, 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 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 Lessees 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 District Engineer. 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 Requirements, 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. Upon a Lessee lease termination, the Lessee may not bid on new lease offerings for a period of three (3) years.

19. PROHIBITED USES

a. Certain soil conservation practices may be required by the Land Use Requirements 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 District Engineer.

20. PROTECTION OF NATURAL RESOURCES

The Lessee shall use the premises in accordance with the attached Land Use Requirements 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. Sections 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 $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 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 $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;

(iii) and 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 District Engineer 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 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 Secretary 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, interstate 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 District Engineer.

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, accepting 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 there from. 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. 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 Air Force 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 Section 403), and Section 404 of the Clean Waters Act (33 USC Section 1344).

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 Air Force

this ____ day of _____, 2019

_____

ROBERT E. MORIARITY, P.E., SES, OAF
Director
Installations Directorate

THIS LEASE is also executed by the Lessee this _____ day of _____, 2019

_____

Lessee's Signature

_____

Lessee's Printed Name

_____

Street Address

_____

City State ZIP

Phone No._____

NOTE: Corporation, *the Lessee must furnish a Corporate Certificate, signed by the appropriate officer, other than the person executing the lease as follows:*
*(**Note: If Lessee is simply an individual, and not a Corporation, Partnership or LLC, a certification is not required.)***

CORPORATE CERTIFICATE

I, _____(Name), certify that I am the _____ (Title) of the Corporation named as lease herein; that _____ of said Corporation; who signed the said lease on behalf of the Corporation, was known to me and was then _____ (Title) of the Corporation. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the corporation in executing said instrument.

_____

____
Date

_____
Corporate Secretary or
Appropriate Officer

(AFFIX CORPORATE SEAL)

NOTE: LLC, *the Lessee must furnish a Certificate of Authority, signed by the appropriate officer, other than the person executing the lease as follows:*
*(**Note: If Lessee is simply an individual, and not a Corporation, Partnership or LLC, a certification is not required.)***

LIMITED LIBILITY COMPANY (LLC) CERTIFICATE OF AUTHORITY

I, _____, certify that I am the _____ of the (**LLC**) as lessee herein; _____that_____ of said entity; who signed said lease on behalf of the (Name of entity) _____ was known to me and was then _____ of the entity. I further certify that said officer was acting within the scope of the powers delegated to this officer by the governing body of the entity in executing this instrument.

_____
(signature/title)

NOTE: *If Lessee is a Partnership, The Lessee must furnish a Partnership Certificate, signed by the appropriate Partnership officer, other than the person executing the lease as follows: (**Note: If Lessee is simply an individual, and not a Corporation, Partnership or LLC, a certification is not required.)***

PARTNERSHIP CERTIFICATE

I, _____, certify that I am the _____ of the (Partnership name) _____ that_____ of said Partnership who signed said lease on behalf of the Partnership, was known to me and was then _____ of the Partnership. I further certify that said person was acting within the scope of the powers delegated to this person by the Partnership in executing this instrument.

_____
(signature/title)