

# NOTICE OF AVAILABILITY TO LEASE GOVERNMENT PROPERTY

Notice No. **DACW41-19-B-RE-0029**

Dated: **January 10<sup>th</sup>, 2019**

Located at **POMME DE TERRE LAKE, MISSOURI**  
For Hay Purposes Only

BID OPENING WILL BE CONDUCTED	
Date:	March 5th, 2019
Time:	2:30 p.m.
Location:	Corps of Engineers, Kansas City District 635 Federal Building 601 East 12th Street Real Estate Division, Rm 613 (Map Room) Kansas City, Missouri 64106-2824



**US Army Corps  
of Engineers** ®  
Kansas City District

**Property to be Leased:**

Number of items: **1**

Usable acres: **13.3**

Term: **5 Hay Seasons**

Beginning: **January 1, 2019**

Ending: **December 31, 2023**

**\*\* See attached application for details**

**Notice of Availability**

For Leasing Property of the United States  
Pomme de Terre Lake, Missouri

Sealed applications, subject to the conditions and terms contained herein, will be received at the office of the District Engineer: Corps of Engineers Kansas City District, P.O. Box 15339, Kansas City, MO 64016-2824, until **March 4<sup>th</sup>, 2019** for the leasing of the following described Government Property:

1. **INSPECTION INFORMATION.** Arrangements for an inspection of the lease units are to be made with the **Operations Manager, Pomme de Terre Lake Project Office, 23697 County Road 218, Hermitage, Missouri 65668**. 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 Operations Manager.

2. **DESCRIPTION.** See attached maps for description of the property. 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 **hay production** as stated on the application sheet.

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 on the lease form attached hereto. The lease will be subject to any existing easements for electric power transmission lines, telephone or telegraph lines, water, gas, gasoline, oil, or sewer pipelines, or other facilities located on the property covered by said lease.

(2) Maintenance requirements contained therein are an integral part of the consideration for the tract, and failure to accomplish required maintenance could result in revocation of the lease for noncompliance.

b. **Term.** The leases will be for a term beginning **January 1, 2019** and for the duration specified on the application sheet.

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

**d. Payments of Rental.**

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

**e. Deposit Required for Annual and Term Rental.**

(1) **General:** No application will be considered unless it is accompanied with a separate deposit for each application. Such deposit must be in the form of a check or money order, payable to the FAO-USAED Kansas City. In the event of default by the successful lease 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 rent 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. Deposits of unsuccessful lease applicants will be returned, without interest, as promptly as possible after rejection.

(2) **Annual Rental:** 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.

(3) **Term Rental:** Each unit with a term rental amount of \$2,500.00 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

**f. Reservations and Crop Limitations.** Lands comprising the project area were purchased with public funds primarily for flood control purposes. The recreational use of the project lands is also recognized. Utilization of these lands is administered as determined to be in the best interest of the public. It is anticipated that certain areas may be required for operational, recreational or other allocated purposes. In the event

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

**g. Warranty.** The property described herein will be leased subject to the provisions and conditions of the Notice of Availability and the attached lease form. 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. 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.

**h. 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. Identical offers will be decided by drawing lots. An award letter and a copy of the lease to be signed and returned by the Lessee, will be sent to the winning applicant.

**i. Acceptance of Applications.** All applications will remain open for acceptance or rejection for 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.

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

## **6. INSTRUCTION TO APPLICANTS.**

**a. Applicants Subject to These Terms.** All applications submitted shall be deemed to have been made with full knowledge of all the terms herein contained. Respondents are expected to inspect the property and form their own conclusions as to its suitability for the stated purposes.

**b. Application Format.** Applications must be submitted on the application form attached hereto, and must be accompanied with the Taxpayer Identification Form and the required deposit for each application.

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

**d. Submission of 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. **Mailed bids must be received by March 4<sup>th</sup>, 2019.**

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

**Inner Envelope Label**

Notice No. DACW41-19-B-RE-0029  
Date of opening: March 5<sup>th</sup>, 2019  
Time of opening: 2:30 PM

**SEALED BID. DO NOT OPEN**

US Army Corps of Engineers  
Kansas City District  
P.O. Box 15339  
Kansas City, MO 64106



**Outer Envelope Label**

(Your Return Address)

**Pomme De Terre Lake**

US Army Corps of Engineers  
Kansas City District  
P.O. Box 15339  
Kansas City, MO 64106



**f. Execution of Applications.** Each application must give a full address, telephone number, and email of the applicant and be signed with the applicant's usual signature. Any additional sheets shall be identified with the applicant's name. An application signed 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 attached Corporate Certificate must be completed. If the application is signed by the secretary of the corporation, the Certificate must be signed by some other officer of the corporation under the corporate seal. In lieu of the Corporate Certificate, there may be attached to the application copies of as much of the records of the corporation as will show the

official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

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

**h. Opening of Applications.** At the time fixed for the opening, application contents will be made public. Applicant Social Security numbers or Tax Identification numbers will not be made public.

**i. Default.** In the event that the successful responder fails to enter into a lease within thirty (30) days after receipt of Government notification that his/her offer has been accepted and receipt of a draft lease for execution, or in the event that the successful applicant fails to comply with the terms of this Notice, the Government may declare the applicant in default and retain the deposit as liquidated damages. The applicant may also be placed on the no-bid list which would preclude them from bidding on Lease Units in the future.

**j. Additional Information.** Arrangements for inspection, individual tract maps, additional copies of the notice, application sheets, or other additional information may be obtained from 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 Operations Manager, U.S. Army, Corps of Engineers, Pomme de Terre Lake.

**k. Attendance to Bid Openings** If you plan to personally attend the bid opening, please be aware that proper identification will be required to access to the Bolling Federal Building. All attendees possessing adequate identification must be escorted to the bid opening room by an employee of the Real Estate team. Please call 816-389-3126 or 816-389-3731 for an escort. The bid opening doors will close at 2:30 p.m.

**Application Form**

For Leasing Property Owned By The United States  
Pomme de Terre Lake, Missouri

**To:** District Engineer  
US Army Corps of Engineers  
Kansas City District  
P.O. Box 15339  
Kansas City, Missouri 64106

\_\_\_\_\_  
Date

**Dear Miss/Sir:**

The undersigned, in accordance with the **Notice for Availability, No. DACW41-19-B-RE-0029**, dated **January 10<sup>th</sup>, 2019** for the leasing of property at Pomme de Terre Lake, Missouri, 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:** These items are for **5** hay seasons, with the first season beginning **January 1, 2019** and last season ending **December 31, 2023**.

**NOTE:** All lease units are subject to the requirements set forth in sections A, B, and C of the "General Requirements" document.

Item	Lease Unit (LU)	Useable Acreage		Total Acreage	Bid Amount Per Year
		Crop	Hay		
1	D-417 (Lightfoot)	n/a	13.3	13.3	\$

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 and/or not less than ten percent (10%) deposit for each rental amount over \$1,000.

I (we) make this application with full knowledge of all the conditions and requirements herein-before set forth, and if this offer is accepted, I (we) agree to promptly execute an appropriate lease, which I (we) understand you will furnish me (us), and return all copies of the same to your office within ten (10) days from the date it is delivered to me (us). If I (we) fail or refuse to execute and return said lease as aforesaid, the Government may declare this application in default and deposit submitted within support hereof will be retained by the United States as liquidated damages.

**(Applications must be signed and returned)**

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**Printed Name**

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**Signature**

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**Street Address**

---

**City, State, and Zip Code**

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**Email Address**

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**Telephone No.**

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**Date**

Note: If applying as a partnership, the names of the firm or partnership must appear above the signature. The application must then be signed by all of the partners or the application may be signed by any one of the partners as one of the firm, provided the names and addresses of all of the partners are listed on this application.



## CORPORATE CERTIFICATE

I, \_\_\_\_\_ (Name), certify that I am the  
\_\_\_\_\_ (Title) of the Corporation named as applicant herein; that  
\_\_\_\_\_ of said Corporation; who signed the said application 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)

**TAXPAYER IDENTIFICATION NUMBER**

**NAME:** \_\_\_\_\_

**LEASE NO:** \_\_\_\_\_  
(FOR OFFICIAL USE)

**PROJECT: POMME DE TERRE LAKE, MISSOURI**

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

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

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

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

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

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

**Taxpayer identification number (SSN):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed name:** \_\_\_\_\_  
(Failure to fill out the blanks will nullify the bid)

**DEPARTMENT OF THE ARMY  
LEASE  
FOR AGRICULTURAL OR GRAZING PURPOSES  
LOCATED AT  
POMME DE TERRE LAKE PROJECT, HICKORY COUNTY, MISSOURI**

**THIS LEASE**, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and **LESSEE, LESSEE ADDRESS, LESSEE CITY, LESSEE STATE, LESSEE ZIP CODE**; 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 ***LEASE UNIT, containing approximately XX acres***, as shown in **Exhibit "B"**, attached hereto and made a part hereof, hereinafter referred to as the premises, for ***crop/hay production purposes***, and in accordance with the land use requirements 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) crop/hay seasons*** beginning ***January 1, 2019***, and ending ***December 31, 2023***, but revocable at will by the Secretary.

**2. CONSIDERATION**

a. The Lessee shall pay cash rental in advance of \_\_\_\_\_, 2018 to the United States in the amount of \_\_\_\_\_ and thereafter annually by ***January 1*** to the order of the ***"FAO USAED-Kansas City"***, and forwarded by the Lessee direct to ***The USACE Finance Center, Kansas City District/G5, 5722 Integrity Drive, Millington, Tennessee 38054-5005***. Such cash rental shall be offset by the value of work items approved for abatement and accomplished by the Lessee for the maintenance, protection, repair, restoration, and improvement of the leased premises as described in the Land Use Requirements attached as **Exhibit "A"**.

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, 635 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 sublessees, 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 therefor 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**

The Lessee may terminate this lease 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.

## **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, 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 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 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 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 authority of the Secretary of the Army, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
**Kevin L. Bishop**  
Real Estate Contracting Officer  
Real Estate Division

**This Lease**, is also executed by the Lessee this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Lessee  
Lessee Address  
Lessee City, State, Zip Code

**KANSAS CITY DISTRICT  
LAND USE REQUIREMENTS  
SECTION A  
GENERAL REQUIREMENTS**

**1. General**

a. The Government, in striving to manage and protect environmental features on project lands, has developed the following Land Use Requirements. These requirements incorporate concepts of good land management and wildlife protection to promote sustained benefits to users of project lands.

b. The lessee agrees to furnish all equipment and labor and to conduct all farming operations in accordance with the lease, recognized principles of good husbandry, and the land use practices set forth herein. All operations shall be accomplished in a timely manner without further notice and **at no expense to the Government unless otherwise provided.**

c. The lessee agrees to conduct all farming operations in accordance with the land use practices set forth herein and in accordance with the crop rotation plan attached hereto and made a part hereof; provided, however, that the crop rotation plan may be modified by the Operations Project Manager or their designated representative (hereinafter referred to as the "Corps representative") upon application of the lessee, in the event of crop failure, or other unusual circumstances warranting such modification. Approval of requested modifications will be dependent on the requirements of the project and the Food, Conservation and Energy Act of 2008.

d. These Land Use Requirements (Exhibit "A") may consist of three sections:

Section A. General Requirements, which apply to all lake projects in the Kansas City District, Corps of Engineers.

Section B. Special Project Requirements, which allow the flexibility required for each project to develop specific programs to maximize project land use benefits.

Section C. Special Lease Unit Requirements, which itemize conditions and work requirements for specific lease units, which may vary from other lease units within the same projects.

**2. Access**

a. Access to the lease units may not be available through Government-owned property. It shall be the lessee's responsibility to secure access to the leased property.

b. Access will not be denied to lessees of adjoining leaseholds. Access will be by the most advantageous route. Any conflict will be resolved by the Corps representative.

c. Prior to initial right-of-entry being granted to the leased property, the lessee will present, in person, his award notice to the Corps representative so that the lessee's management plan and the conditions of leasing may be mutually discussed.

### 3. Control of Noxious Weeds and Other Undesirable Vegetation

a. An active and effective weed control program must be conducted on the entire leased area at the lessee's expense. The lessee may be permitted to remove undesirable vegetation from hay production areas, with prior written approval from the Corps representative.

b. If weeds listed as noxious under the State Noxious Weed Law are present, the lessee shall prevent the spread of the noxious weeds, eliminate them from the leasehold, and prevent their re-infestation. Spray frequency and optimum dates will be those recommended by the local county extension office. Chemical treatment of noxious weeds must be approved in writing by the Corps representative and accomplished as recommended by the local county extension office. 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 cost of chemical, carrier and application used for the treatment. **The rental abatement shall not exceed 100 percent of the cost of the chemical, carrier and application, as may be approved by the Corps representative**, based on local market prices. To receive rental abatement under this provision, the lessee must do the following:

(1) Prior to application of any chemical, the lessee will contact the Corps representative.

(2) The lessee, accompanied by the Corps representative, will inspect the area. If chemical treatment is needed, the lessee and Corps representative will discuss the chemicals to be used, the rate, and method of application. Prior to the day of application of the chemicals, the lessee will contact the Corps representative who will have the option of being present when the chemical is mixed and applied.

c. Should the lessee fail to take appropriate action within seven days after notification by the Corps representative of a noxious weed problem, then appropriate control measures will be initiated by the Government. **The lessee will then be assessed a charge that will not be eligible for rental abatement (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.**

d. Herbicides, insecticides, or other agricultural chemicals 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 Corps representative prior to their use. The lessee will report all chemical usage by November 30 of each year on the report form furnished by the Corps representative. Failure to report use of agricultural chemicals may result in revocation of the lease. All chemical containers must be removed from Government property for disposal.

4. **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 Corps representative or District Engineer, Kansas City District, of their location.

b. The construction of pit or trench silos and cutting or storage of silage on the leasehold is prohibited.

c. All seed and fertilizer bags, etc., will be removed from Government property for disposal.

d. In addition to complying with all applicable Federal, State, County, and Municipal laws, ordinances, and regulations, the lessee shall immediately eliminate any unsanitary conditions, control rodent pests, and prevent the spread of disease.

5. **Grassland Management** Areas with stands of desirable grass or legumes will not be plowed or destroyed. On leaseholds where the use is limited to hay or hay seed production, the use of annual forage varieties requiring seasonal tillage is not permitted. Conversion of introduced cool season grasses to native warm season grasses is encouraged. **Only water tolerant varieties will be considered for flood prone areas. It is required that flood killed grasslands be restored to the original condition. Labor, equipment and materials will be reimbursed through rental abatement for cost approved by the Corps representative as stated in paragraph 17 below.**

6. **Timber Management** Timber removal is restricted to fallen trees and driftwood. A woodcutting permit and prior approval from the Corps representative is required for the lessee and the general public. Standing trees will not be cut unless they constitute a danger to life or property. Permission may be granted by the Corps representative to remove such timber.

7. **Tillage Restrictions** Tillage of croplands is not permitted within 150 feet of the multipurpose pool contour. Contour farming must be utilized to prevent soil erosion. No-till and minimum tillage methods are encouraged. Fall tillage is permitted only for the planting of winter wheat.

8. **Crop Residue Management** In the interest of soil fertility and protection from wind and water erosion, the lessee shall not remove crop residues. Such residues shall be left on the land and incorporated into the soil. Small grain, soybean, corn, and grain sorghum residues will not be incorporated into the soil before March 1 of the following year. Crops may be grown for seed or grain production only. Cutting of crops for silage is prohibited.

9. **Hay Production.** Hay production shall be conducted so as not to endanger the vegetative stand nor seriously deplete the carbohydrate root reserve, soil nutrients, or organic matter.

a. Hay will not be stacked or stored on the leasehold. All cut and/or windrowed grass will be promptly baled and all bales (including broken bales) will be removed from Government property within 14 days after baling. All equipment must be removed from the leasehold immediately after baling.

b. Cutting dates, frequency, and other limitations for warm season and cool season grasses are stated in Section B of these requirements.

10. **Changes in Crop Schedules and Haying Dates.** The Corps representative may approve changes in crop schedules and haying dates to adjust for conditions beyond the lessee's control such as flooding, drought, etc. Approval of requested changes will be dependent upon requirements of the project and the Food, Conservation and Energy Act of 2008. Upon approval, such changes should be documented and placed in lessee's file at project office. Any changes substantially increasing the value of the lease must receive prior approval by means of a supplemental agreement to the lease.

11. **Burning.** Prescribed burning by the lessee is prohibited on project lands unless authorized in Section B and by written permission from the Corps representative. Should the Corps representative determine that a burn of grassland is needed to improve wildlife habitat, he or she may authorize burning of the grassland by project personnel.

12. **Grazing.** **THE GRAZING AND/OR PRESENCE OF CATTLE IS PROHIBITED ON PROJECT LANDS UNLESS AUTHORIZED UNDER SECTION B.**

13. **Restoration of Fences - Government-Owned.** In addition to any other fence requirements stated herein, the lessee may be required to restore Government-owned 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 Corps representative prior to starting. The written approval must be signed by the Corps representative and agreed to by the lessee and shall include the number of feet of fence and the location indicated on a map along with the number and location of gates, if any are required. The dollar amount of reimbursement per foot for rental abatement purposes is to be included on the written approval. The reimbursement per foot is to be consistent with the local prevailing prices.** All Government-owned fence restoration will be done according to the specifications shown on Exhibit "C" attached. Completed fence restoration must be to the satisfaction of the Corps representative in order to qualify for rental abatement when allowed.

14. **Restoration of Gates - Government Property Line Fences Only.** When the Corps representative has determined that a gate on the Government property line is in need of repair and/or restoration, the lessee will restore said gate to a new-like condition utilizing new material. Gates should conform to a design as shown on Exhibit "C" attached. Restoration of gates may



qualify for rental abatement if written approval for the restoration of the gate(s) is obtained from the Corps representative prior to starting. The written approval must be signed by the Corps representative and agreed to by the lessee and shall include the number of gates and their location on a map. The dollar amount per gate for rental abatement purposes is to be included on the written approval. The reimbursement per gate is to be consistent with local prevailing prices for gates. Completed gate repairs or installation(s) must be to the satisfaction of the Corps representative in order to qualify for rental abatement when allowed.

15. **Restoration of Field Accesses.** When the Corps representative has determined that access to a leased area has deteriorated to a point it hinders access to leasehold, the lessee may be required to restore that portion of the access within the leased area. Rental abatement may be available if written approval is obtained from the Corps representative prior to starting. The written approval must be signed by the Corps representative and agreed to by the lessee and shall include the location of the access indicated on a map, details as to what restoration is to be done, and the materials required.

16. **Special Land Management Practices.** 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, grass seeding (according to NRCS specifications), and wildlife habitat improvements, the lessee may be reimbursed for a portion of the costs by abatement of rental due or to become due to the Government as provided in the lease. Prior to proceeding with the work, any such agreement will be reduced to writing. **Labor, equipment and materials will be reimbursed through rental abatement for cost approved by the Corps representative as stated in paragraph 17 below. Total reimbursement under this or any other provision or condition of the lease shall not exceed the cash rental.**

17. **Procedures to Insure Credit of Rental Abatement for Work Performed**

a. The lessee shall perform the applicable work requirements in accordance with the provisions and schedules set forth, and when completed, the lessee shall submit the following to the Corps representative for rental abatement by October 15:

1) An original set of invoices/receipts marked paid by vendor and labeled with the appropriate lease unit identification.

2) A written request for rental abatement.

b. Any discrepancies between the invoices/receipts and the work performed, such as minor non-returnable materials and, left over and returned items must be explained.

c. Rental abatement will be given in the form of credit to rentals due or to become due, and the total credit extended under this or any other provision shall never exceed the remaining cash consideration.

18. **Procedures to Insure Credit of Rental Offset for Work Performed**

a. The lessee shall hire a reputable vendor to perform the applicable work requirements in accordance with the provisions and schedules set forth, and when payment is made, the lessee shall submit the following to the Corps representative for rental offset by October 15<sup>th</sup> of the following year.

1) An original set of invoices/receipts marked paid by vendor and labeled with the appropriate lease unit identification.

2) A written request for rental offset.

b. All work must be completed before the planting of a spring crop, the harvesting of hay and/or the beginning of the annual grazing season.

c. Any discrepancies between the invoices/receipts and the work performed, such as minor non-returnable materials and, left over and returned items must be explained.

d. Rental offset will be given in the form of credit to rentals due or to become due, and the total credit extended under this or any other provision shall never exceed the remaining cash consideration.

19. **Land Use Requirements Violations.** In the event the lessee violates one or more of the Land Use Requirements contained herein the lessee will pay the Government upon demand \$1,000 administrative costs plus actual cost, in satisfaction of liquidated damages, an amount to be documented by the said officer and a bill for same will be presented to the lessee.

20. **Highly Erodible Land Conservation and Wetland Conservation Programs.** The Food, Conservation and Energy Act of 2008 provides for highly erodible land conservation and wetland conservation. After January 1, 1990, all highly erodible land must have an approved conservation plan. An approved conservation plan for highly erodible cropland, if applicable, will be furnished to the lessee for correction of any existing erosion problems. However, in the event the FSA, NRCS 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 therefrom.

21. **Debris Removal due to High Water Events, Disasters and other Hardships.** When it is determined to be in the best interest of the Government to carry out debris removal caused by high water events, flooding, disasters or other hardships work requirements including, but not limited to, restoration of agricultural fields and access points may be authorized. The lessee may be reimbursed for a portion of the costs by abatement of rental due or to become due to the Government as provided in the lease. Labor, equipment and materials if needed to develop and restore access points, will be reimbursed through rental abatement for cost approved by the Corps representative as stated in paragraph 17. **Total reimbursement under this or any other provision or condition of the lease shall not exceed the cash rental.**

**POMME DE TERRE LAKE, MISSOURI**  
**LAND USE REQUIREMENTS**  
Section B  
Special Requirements

**22. Field Conditions**

- a. Some fields may require special work to make them farmable due to overgrowth of woody vegetation and inundation by river or lake water. It is highly recommended to thoroughly inspect Lease Units prior to bidding.
- b. Some of the fields are subject to flooding.

**23. Crop Plans & Farming Practices**

- a. No field designated as grass (G) may be converted to crop land for any reason without written consent from the project office.
- b. Crops planted shall be corn, milo, soybeans, clover, wheat or a combination of those. The Operations Manager must authorize any other crop before planting.
- c. A 5-year crop plan shall be submitted to the Project Office detailing the crops to be planted in the various fields. No single crop shall be planted for more than two consecutive years without written consent from the project office.
- d. Crops may be planted after March 1 of each year at the discretion of the lessee and harvested at maturity. A minimum of 10% of each crop shall be left un-harvested for a winter food source for wildlife.
- e. The lessee shall contact the Project Office 3 weeks prior to harvesting the crops to determine the 10% crop to be left un-harvested. Failure to leave the minimum amount of un-harvested crop will be a violation of the agricultural lease and the lessee will be subject to penalties, fines, and/or revocation of the lease.
- f. All farming shall be done on the contour or in such a manner that reduces or prevents soil erosion.
- g. A minimum of six (6) inches of stubble must be left after harvesting. No fall tillage or plowing will be permitted.
- h. Crops shall be planted no closer than 50 feet from the edge of any creek or river to help control erosion and encourage a re-growth of the riparian corridor.
- i. The grazing of cattle on areas used for crop production is prohibited.

24. **Wildlife food plots, travel way, weed and grass strips, escape cover**

- a. Any wildlife food plots, travel ways, weed/grass strips, or escape cover designated by the Operations Manager shall not be mowed, cropped, or used for parking machinery.

25. **Field Accesses, Vehicle Crossings, and Gates**

- a. Maintenance of field accesses, vehicle crossings and gates shall be the responsibility of the lessee. Prior approval must be obtained from the Operations Manager before repairs or improvements are made. Improvements or major repairs may be eligible for rental abatement with prior approval.
- b. Project personnel shall have the right to access the leased area through the lessee's property to inspect the lease area and project boundary lines.

26. **Lease Unit Work/Purchases available for Rental Offsets or Rental Abatement**

**Approval must be obtained in writing from the Operations Project Manager prior to any work performed or purchases made which are to be submitted for Rental Offset or Rental Abatement. If lessee chooses not to utilize the Rental Offset or Rental Abatement programs then full payment of rent as specified in the Lease will be required to prevent termination of the lease and disqualification of the Lessee from bidding on future leases.**

- a. **Rental Offsets:** Work performed or purchases made prior to start of any agricultural work done in the lease are in lieu of monetary payment. Not to exceed 90% of first years rent. Must be completed before any cultivation of ground is started.

**Field Reclamation/Tree Clearing**

Lessee may hire a contractor or supply a qualified contractor to mechanically remove trees and brush that are encroaching onto access roads and/or fields. Project Office personnel will meet with the contractor and conduct a pre-work site visit and post work inspection.

- b. **Rental Abatements:** Lessee may perform various types of work or purchase supplies in lieu of monetary payments for remaining lease years. Lessees may use one or more of the rental abatement options. **Rental abatement work and/or purchases submitted for rental abatement may not exceed 100% of annual rent, and must be completed and receipts submitted to the Project Office not later than 15 October in order to receive credit for that rental year.**

**Rock Purchase**

Lessee may purchase rock or gravel to be delivered to the Project Office (unless otherwise agreed upon) for use in construction of or maintenance of parking areas and access roads. Project Office personnel will meet with the lessee to indicate the location of the rock delivery, and to specify the type and amount of rock/gravel. Cost of rock not to exceed \$15.00 per ton or must be comparable to other local sources.

**Gate Purchase and/or Installation**

Lessee may hire a contractor to build and/or install gates at designated locations. The lake project representative will supply the type, size, location, quantity, and installation specification of the gates. Project Office personnel will meet with the contractor and conduct a pre-work site visit and post work inspection.

**Seed Purchase**

Lessee may purchase seed for the purpose of wildlife food plot plantings and/or establishment of native grass fields. Lessee will purchase and deliver seed to the project office. The Project Office will provide specification for seed type, blend and amount. Planting of the seed will be done by Project Office personnel, unless otherwise agreed upon as a separate Rental Abatement.

**Tree Clearing/Removal & or Brush Hogging**

Lessee may hire a contractor to mechanically remove trees and brush that are encroaching onto access roads and/or fields. Project Office personnel will meet with the contractor and conduct a pre-work site visit and post work inspection.

**Other Purchases or Work Performed**

Lessee and/or the Operations Project Manager may agree upon other work or purchases.

27. **Idle Cropland**

- a. If a lessee wishes to leave a ground designated for crop production idle, he or she must put in a cover crop. The cover crop must be approved by the Operations Manager prior to its planting.

28. **Haying Operations**

- a. Haying of all grass fields shall be between the dates of July 1 and July 31 of each year of the lease. No more than one hay crop shall be taken each year. Minimum cutting height is four (4) inches.
- b. All hay must be removed from the fields within 10 days of baling and may not be stored on government property for more than 14 days. The project office may approve an extension when circumstances prevent removal within the time restraints.

- c. If lessee desires to plant alfalfa all costs associated with the planting including but not limited to, soil testing, liming, fertilizing, tillage, herbicides, fuel, equipment and labor shall be the responsibility of the lessee.
- d. Cutting dates for alfalfa fields shall be between the date of May 1 and Aug 31 of each year of the lease.
- e. The grazing of cattle on lands designated for hay production is prohibited.

**29. Burning**

- a. Prescribed burning of leased area may be authorized under the following guidelines:
  - a. Lessee must provide a burn plan which includes maps/aerial photos of area/fields to be burned. Number of personnel involved, type of equipment, conditions under which the burn may be done (wind speed/direction, humidity, etc.) A blank burn plan can be provided by the Project Office.
  - b. Lessee must provide all equipment, labor and expense to perform the burn.
  - c. Lessee assumes all liability and responsibility.
  - d. Written Authorization from Project Office to conduct the burn.

**POMME DE TERRE LAKE, MISSOURI  
LAND USE REQUIREMENTS  
SECTION C  
SPECIAL LEASE UNIT REQUIREMENTS**

**30. Crop Rotations**

- a. Crops planted shall be corn, milo, soybeans, clover, wheat or a combination of those. The Operations Manager must authorize any other crop before planting. No crop shall be planted for more than 2 consecutive years. **A 5-year crop plan shall be submitted to the Project Office detailing the crops to be planted in the various fields.**

**31. Lease Unit D-417 (Lightfoot) – 13.3 acres total**

- a. All fields may be prone to flooding and are considered “High Risk”.  
b. Fields categorized as Grass Fields are mixed warm season grass and shall only be used for hay production as specified in section B paragraph 28.

<b>Crop Fields</b>	<b>Grass Fields</b>
n/a	Field # 17-1-G 9.4 acres
n/a	Field # 17-2-G 2.9 acres
n/a	Field # 17-3-G 1 acre



# POMME DE TERRE LAKE

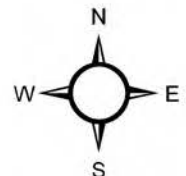


0 140 280 560 840 1,120  
Feet

Field_Name	Acres	Type
17-1-G	9.4	Grass
17-2-G	2.9	Grass
17-3-G	1	Grass

## Legend

-  Warm Season Grass-Hay Field
-  Government Boundary



POMME DE TERRE LAKE, MISSOURI

LEASE UNIT D-417 (Lightfoot)

Hay Production - 13.3 acres m/l

Crop Production - 0.0 acres m/l

Total acres - 13.3 acres m/l

TRACT NO. D-417

S-33, T-36N, R-22W

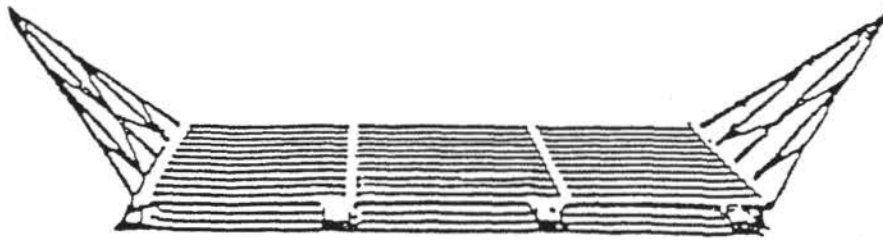
Hickory County, Missouri

NOA NO. DACW41-19-B-RE0029

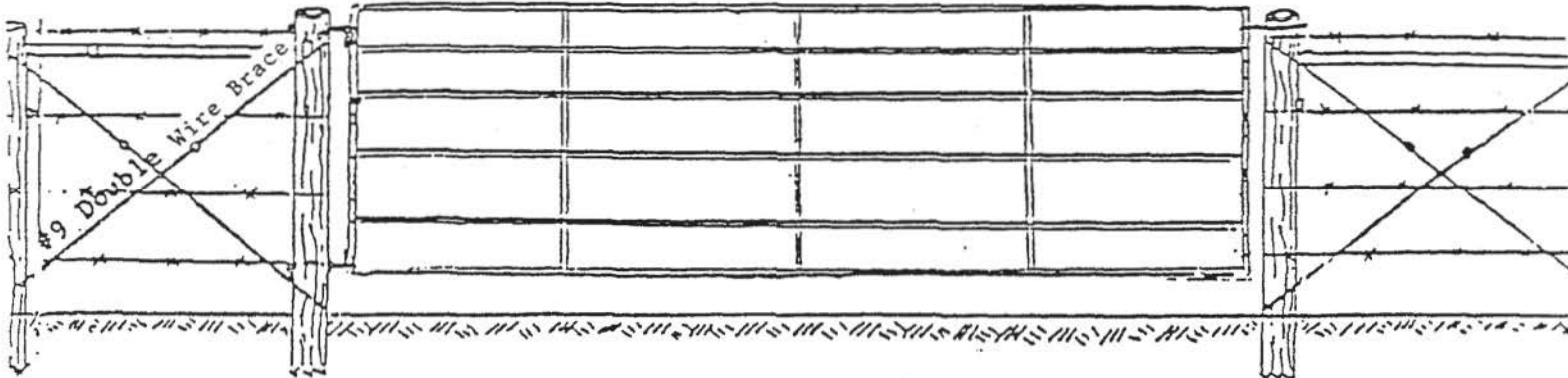
Exhibit "B"



A circular diagram showing a cross-section of an I-beam. The top horizontal part is labeled "I" Beam. The diagram illustrates the flange and web of the beam, with hatching used to indicate different materials or regions.



Install top "Hinge-hook" downward



All fence materials shall be new. Barbed wire shall be 2-point (spaced 4" apart), 12 1/2 gauge, galvanized, American made. Brace post shall be round 6" x 8' pressure treated. Line post will be 4" x 8' wooden post or Commercial Standard 185-51, studded-T steel post set 16 1/2 feet apart (1.33 lb/ft), American made, with two coats of aluminum pigmented (any color) baked enamel. Single bracing may be used when the run is less than 650 feet between corners and/or gates. When fence is more than 650 feet between corner post, braced line post assemblies should be located every 650 feet in the fence line. A braced line assembly is the same as a single span braced corner except that a second diagonal brace wire is used to take fence pull in the opposite direction. Line braces shall be used on breaks in ground elevation, or every quarter of a mile. No wire gaps are authorized.

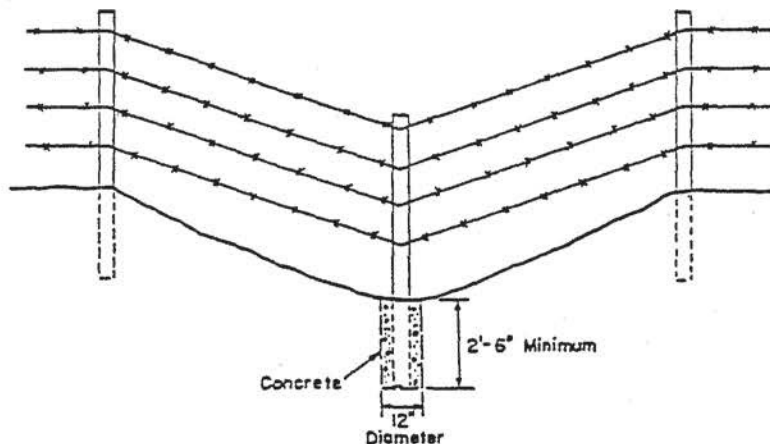
Attach wire to the side of the post closest to the livestock being fenced except where appearance is important.

Use 1 1/2 to 2 inch galvanized staples to fasten wire to wooden post or the wire clips which come with steel post to attach wire to the steel post.

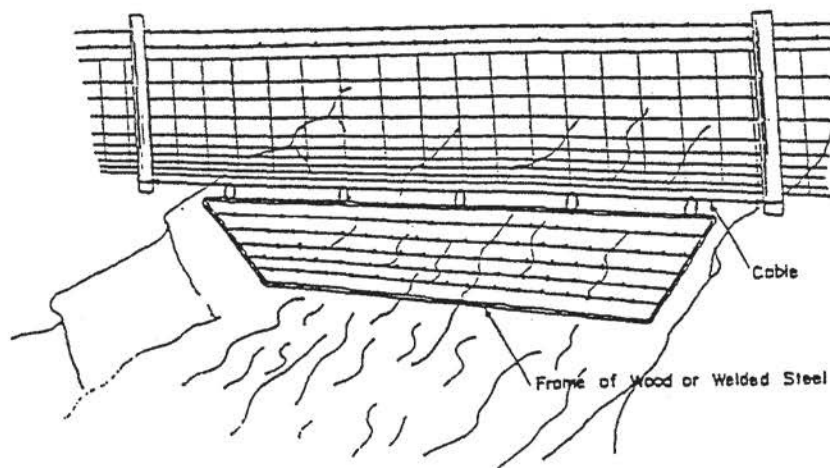
Wooden post sizes are usually given in inches top diameter, then length in feet. A 7-inch top diameter post, 8-feet long would be referred to as a 7" by 8' or 7" x 8'.

Post length will be determined by the combination of fence height and depth of setting. Add together the depth of setting, the height of the top wire, and an additional 6 inches to obtain post length. For example, a post set 3 1/2 feet deep for a 4 foot high fence would have to be 8 foot long.

Crossing low spots require special precautions to prevent post withdrawal or washout. In locations not subject to frequent flooding, use extra length post set to a minimum of 2 feet 6 inches deep or set post in concrete to prevent withdrawal (figure 4). A hinged floodgate may be used in low spots which flood or when crossing streams with fences (figure 5).



(Figure 4)



(Figure 5)