

# NOTICE OF AVAILABILITY TO LEASE GOVERNMENT PROPERTY

## *Camp Crowder Training Site, Neosho, Missouri*

Dated: April 12, 2019

Notice No: DACA41-RE-B-19-078

Sealed applications, in duplicate, subject to the conditions and terms contained herein, will be received at the office of the district engineer:

US Army Corps of Engineers  
Kansas City District  
635 Federal Building  
601 East 12th Street, PO Box 15339  
Kansas City, Missouri 64106-2824

Mailed applications must be received by:  
May 13, 2019

Until the time of the application opening  
at the place set forth below:

Date of opening: 14 May 2019

Time of opening: 1:30 p.m.

Place of opening:  
US Army Corps of Engineers  
Kansas City District  
613 Federal Building  
601 East 12th Street  
Real Estate Division,  
Kansas City, Missouri 64106-2824

Arrangements for additional copies of the notice and application sheets and additional information may be obtained at either of the below listed offices:

District Engineer  
U.S. Army, Corps of Engineers  
Kansas City District  
635 Federal Building  
601 East 12th Street  
Kansas City, Missouri 64106-2824

Attn: Nathan Kempker  
Missouri Army National Guard  
Environmental Management Office  
6819B North Boundary Road  
Jefferson City, Missouri 65101  
Office Phone: 573-638-9584  
Cell Phone: 573-680-8659

Property to be leased:

Number of items: 1

Usable acres:

Lease # 1-107 acres

Term: 5 Hay Seasons

Beginning: June 1, 2019

Ending: December 31, 2023

See attached application sheet



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

## INSTRUCTIONS TO APPLICANTS

1. **INSPECTION INFORMATION:** Arrangements for an inspection of the lease units are to be made with the Environmental Management Office, 6819B North Boundary Road, Jefferson City, Missouri 65101. 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 substantially in accordance with the copy of the lease form attached hereto.

(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 a term beginning **June 1, 2019** and 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 by May 13, 2019**

**Inner Envelope Label**

Notice No. DACA41-RE-B-19-078

Date of opening: May 14, 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 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.***

g. **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.

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 Environmental Management Office, Camp Crowder Training Site, Ray A. Carter Avenue, Neosho, Missouri 64850. 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 attached hereto, and must be accompanied with the Taxpayer Identification Form, (see 5.a.(2). above) and the required deposit for each application. (see 6f below).***

c. **Execution of Applications** Each application must give a full address and telephone number of the applicant and be signed with his usual signature. 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. If the applicant is an LLC, or a partnership, a CETRIFICATE OF AUTHORITY must be executed.

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 Environmental Management Office, Camp Crowder Training Site, Ray A. Carter Avenue, Neosho, Missouri 64850.

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.

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 \$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. 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.

**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 12<sup>th</sup> 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 p.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**  
**FOR LEASING LAND OWNED BY THE UNITED STATES AT**  
**Ft. Riley, Kansas**

**TO:** District Engineer  
US Army Corps of Engineers  
Kansas City District  
635 Federal Building,  
601 East 12th Street  
Kansas City, Missouri 64106-2824

\_\_\_\_\_  
Date

**Dear Sir/Ma'am:**

The undersigned, in accordance with your **Notice for Availability, No. DACA41-RE-B-19-078**, dated **April 12, 2019**, for the leasing of property at **Camp Crowder Training Site, Neosho, 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:** Five (5) hay seasons, with the first season beginning **June 1, 2019** and ending **December 31, 2023**.

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

LIST OF LEASE UNITS TO FOLLOW

<u>Hay Lease Unit Number</u>	<u>Number of Acres</u>	<u>Bid Amount</u>
1	107	\$_____

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.

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**

\_\_\_\_\_  
**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.

**NOTE: Corporation**, the Lessee must furnish a Corporate Certificate, signed by the appropriate officer, other than the person executing the application 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 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)

**NOTE: LLC**, the Lessee must furnish a Certificate of Authority, signed by the appropriate officer, other than the person executing the application 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 applicant herein;  
\_\_\_\_\_ that \_\_\_\_\_ of  
said entity; who signed said application 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 Application 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 application 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)

**TAXPAYER IDENTIFICATION NUMBER**

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

**LEASE NO:** **DACA41-RE-B-19-078**  
(FOR OFFICIAL USE)

**PROJECT:** Camp Crowder Training Site, Ray A. Carter Avenue, Neosho, Missouri 64850

**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 a 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 or SSN:** \_\_\_\_\_

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

**Printed name:** \_\_\_\_\_

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



UNCLASSIFIED

# HAY LEASE 2019-2023

## CAMP CROWDER



## LEGEND

Camp Crowder Hay Lease

Hayable Yearly - Approx. 107 acres

Camp Crowder Boundary

0 380 780 Meters

(Printed Scale 1:10,877)

**MISSOURI ARMY NATIONAL GUARD**  
**ENVIRONMENTAL MANAGEMENT OFFICE**  
 6819B North Boundary Road  
 Jefferson City, MO 65101-1207

BLISSON  
 CROGAN  
 PROJECTIONS  
 VERTICAL DATUM  
 HORIZONTAL DATUM  
 DEVELOPED BY  
 CARTOGRAPHER

WORLD GEODETIC SYSTEM 1984  
 UTM ZONE 18N UTMETER  
 TRANSVERSE MERCATOR  
 MEAN SEA LEVEL  
 NAD 83  
 MISSOURI ARMY NATIONAL GUARD  
 Nathan K. Taylor

JANUARY 2019

THE MOARNG IS NOT LIABLE FOR NOR GUARANTEES  
 THE ACCURACY OF THIS DATA. THE INFORMATION  
 CONTAINED IN THIS MAP WAS PRODUCED FOR GENERAL  
 REFERENCE AND WAS DERIVED FROM TABULAR DATA,  
 AUTOCAD FILES, HISTORICAL RECORDS, LEGAL PROPERTY  
 DESCRIPTIONS, AND SURVEYS. INCONSISTENCIES  
 BETWEEN DATASETS ARE PRESENT.



**LAND USE REGULATIONS**  
**(Hay Production)**  
**Camp Crowder National Guard Training Site**  
**Neosho, Missouri**  
**2019-2023**

The Missouri National Guard is responsible for proper land stewardship. This means using good land management practices, modern research and best management practices to maintain the facilities for all present and anticipated military training needs. It is also the mission of the Missouri National Guard to protect the wildlife, cultural resources, and environment on those lands. These hay production guidelines are in accordance with the Camp Crowder Training Site Integrated Natural Resources Management Plan. These practices are incorporated into these Land Use Regulations.

General Conditions

1. The lessee agrees to furnish all equipment and labor and to conduct all haying operations in accordance with the lease 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 Missouri National Guard unless otherwise provided. All operations shall be conducted with extreme care to avoid the possibility of disturbing or destroying boundary or survey monuments, markers, or benchmarks. Prior to initial right-of-entry being granted to the leased property, the lessee shall meet, in person, with the project manager and his designee, so that the lessee's management plan, lease conditions, and Land Use Regulations may be mutually discussed. No lessee will be granted access to the installation for the purpose of working on the leasehold until this coordination meeting has taken place. Lessees shall coordinate this meeting prior to visiting the training site. At this time, any management problems and/or leasehold improvement practices may be discussed.

2. The lessee agrees, in accepting this lease, that he/she shall utilize the leased premises only for hay production. No other crops shall be planted, cultivated, harvested, or produced without the express prior written consent of the project manager or his representative.

3. This lease allows for the production and harvest of hay products only. Whereas Camp Crowder Training Site is a military installation, no other lease privileges, including tenant hunting, fishing, fur harvesting, and other such activities are granted and/or implied. Post hunting and fishing privileges are allowed but do not pertain to this document.

4. Utilization of Lands

a. The primary purpose of this lease is to provide for the safety of the troops training at Camp Crowder Training Site by utilizing said portions of the interior for agricultural purposes as set forth herein.

b. Utilization of the land covered in this lease is limited to hay production only. The harvest of seed from grasses or other plants is not permitted under these land use regulations.

c. Movement of troops, weapons firing, aircraft activity, or other related military activities may interrupt the lessee's use and occupancy of the tract. Hay crops may be damaged by wildfires, by wildlife, or by troops moving on foot, by vehicles, or by other means before, during, and/or after the normal hay cutting periods. The lessee agrees and understands that the Missouri National Guard shall not be held liable for damage to crops (harvested or unharvested) due to any cause whatsoever.

d. Wildlife food plots are excluded from beneficial use to the lessee. Wildlife food plots vary in size, and the lessee shall leave them undisturbed. The lessee shall also leave an unmowed strip around all wooded draws, ravines, and streams. The unmowed strip will be a minimum of ten (10) feet in width. Lessees shall not harvest hay from constructed grassed waterways without prior written permission from the Project manager or his designee.

e. Hay production shall be conducted so it does not endanger the vegetative stand, by seriously depleting the carbohydrate root reserve, soil nutrients, or organic matter; wildlife habitat value of the installation; or spread noxious weed seed.

(1) HAY FIELDS

(a) Hay fields may be cut during the period 1 May to 31 October except in those areas infested by sericea lespedeza.

(b) In areas infested by sericea lespedeza, the hay fields may be cut only during the period of 1 May to 15 August.

(c) Only those areas harvested prior to 20 June will be allowed to be cut a second time each season.

(d) All vegetation cut by the lessee shall be baled within 14 days.

(e) At any point of time following 1 September, Camp Crowder Training Site may mow said areas to improve appearance. Such mowing shall not be considered compensable damage to the lease.

(f) After the first cutting of the hay fields the Camp Crowder Training Site may mow the areas to improve the appearance. The areas will only be mowed with-in one week of the hay getting cut.

f. Length, terms, and conditions of lease: The length of the lease is for five years. Crop years 2019, 2020, 2021, 2022, and 2023. Lease #1 is for north and south post.

- (1). Lease #1 North and South Post. There is approximately 107 acres available to lessee. See the enclosed map. The lease is on a 'per year' basis, with the total for each year due on an annual basis. The payment for crop year 2019 is due at the signing of the lease. The payment for the subsequent year's acreage is due not later than January 1, 2020, January 1, 2021, January 1, 2022 and January 1, 2023.

g. Hay Removal:

All hay will be removed from the leased fields within 10 calendar days of baling. The lessee will not stage or store any hay on Camp Crowder Training Site.

**Any hay not removed by the set date will become the property of the United States Government and is subject to confiscation by the Government. Failure to remove hay by the lessee is grounds for termination of the lease.**

**h. The Missouri National Guard will not allow extensions of hay cutting dates for any reason.**

5. Noxious weeds Portions of Camp Crowder Training Site are infested with noxious weeds, including musk (nodding) thistle and sericea lespedeza. It is the lessees' responsibility to ensure that seed from any noxious weed is not transported off the leasehold in accordance with the State of Missouri Noxious Weed Laws. A map of known sericea lespedeza infested areas may be obtained from the project manager or his designee. The lessee shall report any previously unidentified locations of any State of Missouri listed Noxious Weed to the project manager or his designee.

6. Burning Prescribed burning by the lessee or his agents is not permitted on Camp Crowder Training Site. Lessees may contact the project manager to request areas to be prescribed burned. Portions of Camp Crowder Training Site, including leasehold areas, are scheduled to be burned each year. This information is available to the lessee on a yearly basis from the project manager. Prescribed burning will be performed at the discretion of the Missouri National Guard.

7. Protection of Archeological Resources Archeological resources on federal lands are an irreplaceable part of the Nation's heritage. Army wide cultural resources programs are in place to maintain the integrity of important resources. "Archeological resources" means any material remains of past human life or activities which are of archeological interest as promulgated in the Archeological Resources Protection Act of 1979.

A. Under the Archeological Resources Protection Act of 1979 Sec. 6. (a) No person may excavate, remove, damage, or otherwise alter or deface or attempt to excavate, remove, damage, or otherwise alter or deface any archeological resources located on public lands or Indian lands unless such activity is pursuant to a permit. Camp Crowder Training Site lease agreements do not constitute permits to this effect. The Archeological Resources Protection Act of 1979 makes provisions for both criminal and civil penalties for violations.

B. Regular lease maintenance activities carry the potential to lead to the discovery of previously unknown archeological resources. In the event of an inadvertent discovery of archeological resources all further work detrimental at the work project site shall cease and the cultural resource manager shall be contacted as soon as possible at 573-638-9607. A 30-meter buffer shall be placed around the inadvertent discovery.

C. Archeological resources include any evidence of past human activity, including activity by Native Americans, European Americans, the Army, or any other group that has historically occupied the area. Examples of resources include, but are not limited to, arrowheads, buttons, coins, pottery (both historic and prehistoric), bottles, and other such objects.

### SPECIAL CONDITIONS

#### 8. Use of Agricultural Chemicals

a. Herbicides, insecticides, and other agricultural chemicals shall be used on the leasehold only after a supplement agreement has been reached between the project manager and the lessee. All chemicals shall be applied in accordance with label directions and in such a manner as to minimize drift, runoff, and pollution on non-target areas.

b. If agricultural chemicals are approved, the lessee shall complete a Pesticide / Herbicide Management Applicator Form and provide the completed form to the project manager no later than the date agreed on within the supplemental agreement. This form is available from the project manager. This report shall cover all chemicals applied to Camp Crowder Training Site by the lessee during the length of the supplemental agreement's conditions. A copy of the chemical label for each chemical used shall be provided with the chemical report. If the lessee fails to provide this report the lessee shall be considered to be in default with the terms of this lease and may be subject to revocation of the lease.

c. Lessees are allowed to fertilize areas designated as hay fields. The lessee shall inform the project manager, or his designee, prior to fertilization. The lessee shall also provide the project manager, or his designee, the fertilization mixture and rate 10 days before the completion of the fertilizer application. If the lessee fails to report this information, the lessee shall be considered to be in default with the terms of this lease and may be subject to revocation of the lease.

#### 9. Ingress, Egress, Safety and Security

a. The government hereby grants to the lessee the right of ingress and egress over and upon training site roads in connection with said lease, subject to such safety and security rules as may be necessary, subject to General Condition 1 of these Land Use Regulations.

b. The project manager will provide the lessee an up-to-date access map. This map will show the access points available to the lessee to access the leased areas. Access points may change at any time and the project manager or his designee will strive to keep the lessee informed as such changes occur.

c. The majority of the access gates on the installation are 20 feet wide. The lessee shall take this into consideration when choosing equipment to perform lease actions. The lessee shall

be held responsible for any damage the lessee or the lessee's agents cause to any gates or fences on the installation.

d. The lessee or the lessee's agents shall contact Camp Crowder Post Headquarters, either in person or by telephone, each day prior to entering any leasehold. The post headquarters is located on Ray A. Carver Drive (telephone: 417-451-5444). A list of personnel authorized to give access to the leased areas will be provided to each lessee. The lessee or his agents must sign in and out at the guard post or post headquarters each time they enter and leave the post. These are the only people with authority to give access to leased areas. Office hours are from 7:00 a.m. until 3:00 p.m., Monday through Friday. For weekend access, coordination shall be made by close of business (COB) on Thursday. Hay leases lie within military training areas. Troop exercises and weapons training may prevent the lessee from entering the leasehold on occasion. Troop training takes precedence of this agreement. It is the responsibility of the lessee to coordinate access in advance and that any work requirements are completed in a timely fashion.

e. The lessee is herewith duly informed of the danger of entering upon any land within the reservation's boundary. The lessee and the lessee's employees, agents, or others entering the leasehold by virtue of the lessee's occupancy shall comply with all safety and security rules as prescribed by the Installation Commander. To inform said persons of such rules shall be the full and unconditional responsibility of the lessee.

f. Certain areas may contain training items such as concertina wire, communications wire, or other training residue. All personnel shall use extra precaution to ensure safety. A stake or flag shall be used by the lessee to mark such objects and the location shall be reported to one of the post staff or to the project manager.

g. During haying operations, the lessee's equipment, when not in use, may be parked in areas designated by the project manager or his designee. However, within 7 days after operations are completed, the lessee shall remove all equipment and personal property from the installation. The lessee agrees and understands that the Government shall not be held liable for damages to personal property and/or machinery due to any cause whatsoever.

h. The lessee shall not be denied access to any area within the lease. Access shall be by the most advantageous route. The project manager will resolve any conflict.

i. Work crews shall not be permitted to live or camp on Camp Crowder Training Site. The lessee shall not bring any livestock onto Camp Crowder Training Site.

j. The project manager will inform the lessee of the current requirements for accessing the leasehold as changes are made to the access requirements by the training site or higher headquarters. The information may be provided to the lessee at any time or may be mailed under separate cover. The lessee shall follow all guidance within the latest directive to obtain access to the lease. The lessee's failure to comply with the latest directives shall be considered in default with the terms of this lease and may result in the revocation of the lease.

k. Any ground disturbance or ruts caused by lessee during this lease will be repaired by lessee. Areas will be seeded and mulched per project manager's recommendations.

10. Spills:

In accordance with the Camp Crowder Spill Prevention Control, and Countermeasure Plan (SPCCP), all incidental spills shall be corrected immediately by the lessee. Reportable spills shall be reported immediately to the project manager, or his designee. The project manager, or his designee, will make the determination if an environmental hazard exists. After hours, the lessee shall report any chemical spill to the security guard for appropriate action. The project manager will provide the lessee telephone numbers of the appropriate personnel to contact at the start of the lease term and will update those telephone numbers as needed during the lease period.

11. Future Land Management Practices

In accordance with the Camp Crowder INRMP additional soil and water conservation practices such as seeding grass, construction of terraces, grassland renovation, additional wildlife habitat practices, and additional maintenance mowing of grass may be implemented on the leasehold. The right is reserved by the Government to amend the lease, in accordance with Condition 11 of the lease, and to make provisions to accomplish said work. The lessee agrees to cooperate in the above-stated practices. The lessee also agrees the Government, through the project manager, may make minor, no cost adjustments to the lease when it is in the best interest of the Government to do so. The lessee's failure to cooperate shall be considered in default with the terms of this lease and may result in revocation of the lease.

12. ENVIRONMENTAL MANAGEMENT SYSTEM AWARENESS

The Missouri National Guard (MONG) is required by Presidential Executive Order 13423 to establish an environmental management system (eMS). One of the key components of the eMS is the establishment of an Environmental Policy that must be communicated to all persons working for or on behalf of the organization including all suppliers and contractors. The policy stresses commitment to complying with accepted environmental practices, including the commitment to meet or exceed applicable environmental requirements, legal and otherwise. The policy also dictates continued minimization of waste production and pollution while focusing on processes, real property, and materials in a manner to reduce environmental impacts. The entirety of this policy is available upon request to all parties by contacting the Missouri Army National Guard Environmental Management Office.

**The lessee's failure to comply with any of the above-stated Land Use Regulations shall be considered in default with the terms of this lease and may result in revocation of the lease.**

**DEPARTMENT OF THE ARMY LEASE  
FOR AGRICULTURAL OR GRAZING PURPOSES  
LOCATED AT  
CAMP CROWDER TRAINING SITE**

**THIS LEASE**, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, 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 ***Camp Crowder Training Site, Neosho, Missouri, Hay Lease Unit No.1, containing approximately 107 acres***, as shown in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the premises for **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 hay seasons**, beginning **June 1, 2019**, and ending **December 31, 2023**, but revocable at will by the Secretary. The first **hay** year will be from **1 January, 2019 to December 31, 2023**. Subsequent hay/crop seasons(s) will be from **1 January to December 31** 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 January 1, 2016** and thereafter annually in advance of **January 1**. The first years 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 January 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, 602 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 Lessee's operations or would be contrary to local law.

## **18. TERMINATION**

This lease may be terminated by the Lessee at any time by giving at least sixty (60) days notice thereof, in writing, to the 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, 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 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 direction of the Secretary of the Army

this \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Kevin L. Bishop  
Real Estate Contracting Officer  
U.S. Army Corps of Engineers  
Kansas City District

**THIS LEASE** is also executed by the Lessee this \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
**Lessee's Printed Name**

\_\_\_\_\_  
**Lessee's Signature**

\_\_\_\_\_  
**STREET ADDRESS**

\_\_\_\_\_  
**CITY STATE ZIP**

\_\_\_\_\_  
**PHONE**

**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 LIABILITY 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)