

# Notice of Availability for Leasing Government Property

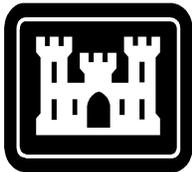
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Notice No. DACA45-16-B-RE-0003

For Leasing Real Property of the United States  
For Hay Crop Purposes at

**NEBRASKA ARMY NATIONAL GUARD  
CAMP ASHLAND TRAINING SITE  
ASHLAND, NEBRASKA**

<b>SEALED APPLICATIONS WILL BE OPENED</b>	
<b>DATE:</b>	Wednesday, January 20, 2016
<b>TIME:</b>	1:00 p.m., Local Time
<b>LOCATION:</b>	Nebraska Army National Guard Camp Ashland Training Site 220 County Road "A", Building 50 Ashland, Nebraska 68003-6000



US Army Corps  
of Engineers  
Omaha District

**NOTICE TO LEASE APPLICANTS**

**IT IS RECOMMENDED THAT PRIOR TO SUBMITTING A LEASE APPLICATION, ALL INTERESTED PARTIES DISCUSS THE PROVISIONS OF THIS NOTICE OF AVAILABILITY WITH THE NEBRASKA ARMY NATIONAL GUARD, CAMP ASHLAND TRAINING SITE, ASHLAND, NEBRASKA, FACILITIES MAINTENANCE MANAGER, MR. DON ROSENBOOM, AT 402-540-1194 OR MS. LORI WARNER, U. S. ARMY CORPS OF ENGINEERS, AT 402-995-2841.**

**ACRES:** All acreage stated in this Notice of Availability (NOA) is approximate. Prospective lease applicants should verify the actual usable acreage for the tract.

**TERMS:** One (1) tract is available for a term of five (5) hay crop-years. The first year of the lease will begin 1 March 2016 and end 28 February 2017. Subsequent years will begin 1 March and end 28/29 February.

**ANNUAL RENTAL PAYMENTS:** Your attention is called to Paragraph 4.b. of this NOA. Lease applications must include a rental offer that represents a total per annum price. The Government reserves the right to reject any lease application that provides for payment of rental on a semiannual or other basis.

**PRIVACY ACT NOTICE – Data Required by the Privacy Act of 1974:**

Pursuant to Public Law 104-134, Section 31001(i), codified as 31 U.S.C. § 7701 (c), each person doing business with a Federal Agency (in this case the Department of the Army) is required to furnish to that agency such person's taxpayer identifying number. In this particular matter, you are considered as a person doing business with a Federal Agency. **Any person required to furnish a taxpayer identifying number is hereby informed that it is the Federal Agency's intent to use such taxpayer identifying number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with the Government.**

The personal information requested in the **Notice of Availability** and the attached **lease application** for the lease of Government real property, as authorized by 10 U.S.C. 2667, is needed and will be used to contact the lease applicants and, in the case of the successful lease applicants, to prepare the lease. The lease document, containing the lessee's address, will be made available to the public upon request.

**CHARGE FOR LATE PAYMENT OF RENT:** See Condition No. 2.b. of the lease.

**IMPORTANT NOTICE:** Due to the difficulty the Omaha District has experienced in collecting past due rental payments on agricultural leases during past seasons, we have modified our lease revocation policy. If rent due on 1 March is not paid on or before 31 March, your lease will be revoked, and the property will be leased to another party. Please note that this policy should not be interpreted as granting an extension of time or a waiver of the payment of rent when due. **Lessees will not be permitted access to the property until they have a fully executed lease in their possession.**

**PRELEASING CONFERENCE WITH THE CAMP ASHLAND TRAINING SITE, FACILITIES MAINTENANCE MANAGER:** Once the successful applicant has been notified of award, but prior to receiving **possession** of the leased property, the applicant will present his award letter, in person, to the Facilities Maintenance Manager, Mr. Don Rosenboom, telephone 402-540-1194, so that the Land Use Regulations and Special Conditions and the Tract Management Plan may be discussed.

**LAND USE REGULATIONS AND SPECIAL CONDITIONS:** See **Exhibit “B”** of the lease. These Land Use Regulations and Special Conditions are applicable to the lease unit.

**DAMAGE OR DESTRUCTION OF GOVERNMENT PROPERTY:** See Condition No. 10 of the sample lease.

**TERMINATION OF LEASE AT REQUEST OF LESSEE:** Your attention is called to Condition No. 18 of the lease. Further, if lessee decides to terminate the lease, he must do so in writing at least 90 days (no later than 1 December) prior to the “yearly rental due date” (1 March) of the year intended to terminate to avoid additional rental payments.

**POLICY - AGRICULTURAL LEASE ASSIGNMENTS:** Successful lease applicant must accept the lease when presented. However, prior to the lease being presented, the lease applicant with the highest offer may, at the sole discretion of the Omaha District of the United States Army Corps of Engineers, **transfer his lease rights to another party upon the payment of a \$750 administrative fee. Additionally, in the future, all lessees desiring to transfer their lease to another party during the term of the lease will incur a \$750 administrative fee.**

**PRIORITY USE FOR MILITARY TRAINING:** The entire leased premises are subject to joint and concurrent use by the Nebraska Army National Guard as a dedicated maneuver training area. Military training may cause damage to crops.

**100 YEAR FLOOD PLAIN:** This tract is located within the 100 year flood plain and does fall under the purview of Executive Order 11988.

**NOTICE OF AVAILABILITY**  
**FOR LEASING REAL PROPERTY OF THE UNITED STATES**  
**NEBRASKA ARMY NATIONAL GUARD**  
**CAMP ASHLAND TRAINING SITE**  
**ASHLAND, NEBRASKA**

Nebraska Army National Guard  
Camp Ashland Training Site  
ATTN: Mr. Don Rosenboom  
220 County Road "A", Building 50  
Ashland, Nebraska 68003-6000

Notice No. DACA45-16-B-RE-0003

Date: November 30, 2015

Sealed lease applications, subject to the conditions contained herein, will be received at the office of the Nebraska Army National Guard, Camp Ashland Training Site, Facilities Maintenance Manager, Mr. Don Rosenboom, 220 County Road "A", Building 50, Ashland, Nebraska 68003-6000, until 1:00 p.m. local time, Wednesday, 20 January 2016, and then publicly opened at Camp Ashland in Building 50, Ashland, Nebraska, for the leasing of the following described Government property. **Ashland Training Site is closed to the Public. Bidders must bring the Hay Lease Bid Announcement with them and present it to the Security Personnel at the Front Gate to determine the nature of their business. Visitors will be directed to Building #50.**

**1. Property to be Leased.**

**a. Location, Term and Description.** One (1) tract of land, located within the boundaries of the Nebraska Army National Guard, Camp Ashland Training Site, Ashland, Nebraska. The tract is available for a term of five (5) hay crop-years commencing 1 March 2016 and ending 28 February 2021. The tract contains approximately 114.5 acres, more or less.

**b. Tract Management Plan.** It is suggested that each prospective applicant review the **Tract Management Plan for the tract prior to submitting a lease application.** The Tract Management Plan will be an integral part of the lease and contains binding conditions that are mandatory to lease fulfillment. The Tract Management Plan will be attached to the lease as **Exhibit "C."**

**c. Map.** An installation map showing the location of the tract of land available for leasing is attached to the enclosed Army sample lease form as **Exhibit "A."**

**d. Description Approximate.** The above description of the property and the map are believed to be correct, but any error or omission in the description of the property or on the map shall not constitute any ground or reason for nonperformance of the provisions and conditions of the lease or claim by the lessee for any refund or reduction in the offered rental.

2. **Purpose of Leasing.** The property will be leased for **hay crop purposes only** as indicated on the lease application form attached hereto.

3. **Authority of Law.** The authority of law for the granting of this lease is Title 10, United States Code, Section 2667.

4. **Terms and Conditions of Leasing.**

a. **Form of Lease.** Successful lease applicant will be required to enter into a lease with the United States on the Army lease form attached hereto. The lease will be subject to any existing easements, or those subsequently granted, for roads, 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. An Installation Map (**Exhibit “A”**), Land Use Regulations and Special Conditions (**Exhibit “B”**) and a Tract Management Plan (**Exhibit “C”**) will be attached to the lease and made a part thereof.

(1) 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.

(2) “Lease for Agricultural Hay Purposes” will be modified as indicated on the attached sample lease, specifically, Condition Nos. 33 through 35 will be added.

b. **Payments of Rental.** The lease will provide for the payment of rental to the United States, **ANNUALLY IN ADVANCE**. The first payment, less the sum deposited with the lease application, for the term beginning 1 March 2016 and ending 28 February 2017, will be due and payable at the time the lease is delivered to the lessee for execution. **Subsequent annual payments will be due on or before 1 March each year thereafter during the term of the lease.**

c. **Conservation and Crop Limitations.** See Tract Management Plan, **Exhibit “C,”** attached to the sample lease form.

d. **Warranty.** The property described herein will be leased subject to the provisions and conditions of this NOA and attached lease form. The property is now subject to inspection by prospective lease applicants. Lease applicants are expected to inspect the property and form their own conclusions as to its suitability for their purposes. The failure of any lease applicant to make such inspection will not constitute grounds for any claim for adjustment or for the withdrawal of his lease application after the time of opening lease applications. It is to be understood and agreed there is no warranty of any character other than that expressly stated in this NOA.

e. **Inspection of Property.** Arrangements to inspect the tract offered herein may be made with the Facilities Maintenance Manager, Mr. Don Rosenboom, between the hours of 7:30 a.m. and 3:00 p.m. daily, Monday through Friday, except holidays, through 19 January 2016. Mr. Don Rosenboom’s telephone number is 402-540-1194.

**f. Deposit Required.** No lease application will be considered unless it is accompanied by a deposit in an amount approximately equal to and not less than ten percent (10%) of the amount of the annual rental offered, to guarantee that the lease applicant will enter into a written lease and pay the balance of the rental due within ten (10) days after the date of receipt of written notice of acceptance of his lease application and a draft lease for execution. Such deposit must be in the form of a money order or check, payable to the “FAO USAED – OMAHA.” The deposit of the successful lease applicant will be retained by the Government and applied against the balance of the annual rental offered. Deposits of unsuccessful lease applicants will be returned, without interest, as promptly as possible after rejection. In the event of failure on the part of the successful lease applicant to enter into a lease as expressed in the preceding paragraph or in the event of his failure to otherwise comply with the terms of this NOA, the Government may declare him in default and the deposit may be applied by the Government to any loss, cost, and expense occasioned to the Government thereby, including any loss, cost, and expense incurred in leasing the property and including any difference between the amount specified in the lease application and the amount for which the Government may lease the property, if the latter amount be less than the former. The lease 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 lease applicant’s deposit.

**g. Acceptance of Lease Applications.** All lease applications may remain open for acceptance or rejection for a period of up to twenty (20) days after the date of opening of lease applications. Notice of award will be given to successful lease applicant as soon after the date of lease application opening as feasible. Notice by the Government of the acceptance of a lease application, if not given to the successful lease applicant personally or to a duly authorized representative of such lease applicant will be deemed to have been sufficiently given when mailed in a postpaid or franked envelope to the lease applicant at the address indicated in his lease application.

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

**i. Award of Lease.** A lease will be awarded to the lease applicant complying with the conditions of this NOA and offering the highest rental for the particular tract, provided that the lease applicant is responsible, his lease application is reasonable, and it is in the best interest of the United States to accept it. Identical offers will be decided by drawing lots.

## **5. Instructions to Lease Applicants.**

### **a. Lease Applications Subject to These Terms.**

(1) All lease applications submitted shall be deemed to have been made with full knowledge of all the terms, conditions, and requirements herein contained, including those set forth in Land Use Regulations and Special Conditions (**Exhibit “B”**) and the Tract Management Plan (**Exhibit “C”**). Said exhibits will be attached to the lease and become a part thereof.

(2) If the lease applicant stipulates on the lease application form that the lease application is to be considered only subject to certain qualifying statements, the Government reserves the right, as its interests may require, to reject the lease application. However, if a lease application so qualified is accepted, acceptance will be subject to the qualifying statements stipulated by the lease applicant.

(3) The decision of the Real Estate Contracting Officer representing the United States shall be final and without recourse and no lease applicant shall have the right to appeal therefrom, provided such is made in a manner determined to be most advantageous to the Government.

**b. Lease Application Form.** Lease applications must be submitted on the lease application form attached hereto. Additional copies of the NOA and Lease Application Form may be obtained from the Facilities Maintenance Manager at Camp Ashland Training Site, Ashland, Nebraska 68003-6000, Mr. Don Rosenboom, telephone 402-540-1194; or from the office of the U.S. Army Corps of Engineers, Omaha District, Real Estate Division, ATTN: CENWO-RE-M (Ms. Lori Warner), 1616 Capitol Avenue, Omaha, Nebraska 68102-4901, telephone 402-995-2841. An electronic version can be viewed and/or downloaded by visiting: <http://www.nwo.usace.army.mil/BusinessWithUs/RealEstate.aspx>

**c. Execution of Lease Applications.** Each lease application must give the full address of the lease applicant, the **social security number/tax identification number** of the lease applicant, and be signed with his usual signature. A lease application executed by an attorney or agent on behalf of the lease applicant shall be accompanied by two authenticated copies of his power of attorney, or other evidence of his authority to act on behalf of the lease applicant. If the lease applicant is a corporation, the Corporate Certificate must be executed. If the lease application is signed by the secretary of the corporation, the certificate must be executed by some other officer of the corporation under the corporate seal. In lieu of the Corporate Certificate, there may be attached to the lease application copies of so 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. **Lease applications lacking Applicant social security number/tax identification number, will be considered incomplete and will not be accepted.**

**d. Submission of Lease Applications.** It will be the duty of each lease applicant to see that his lease application is delivered by the time and at the place prescribed in this NOA. Lease applications received prior to the time of opening will be securely kept, unopened. The person whose duty it is to open them will decide when the specified time has arrived, and no lease application or modifications of a lease application, or withdrawals of a lease application received thereafter will be considered, except that those received before award is made but delayed in the mail by occurrences beyond control of the lease applicant may be considered, if written certification is furnished by authorized postal authorities to that effect. No responsibility will be attached for the premature opening of a lease application not properly addressed and identified. Electronic transmission (i.e., telefax) of lease applications will not be considered.

e. **Lease Application Modifications and Withdrawals.** Lease applications may be modified or withdrawn by a written request or by electronic transmission of a request received from lease applicants at the designated location (see front cover of NOA) prior to the time fixed for opening. Negligence on the part of the lease applicant in preparing his lease application confers no right to modify or withdraw the lease application after it has been opened.

f. **Opening of Lease Applications.** At the time fixed for opening the lease applications, their contents will be made public for the information of lease applicants and others properly interested who may be present, either in person or by representative. **Applicant Social Security numbers or Tax Identification numbers will not be made public.**

\*\*g. **Marking and Sealing Lease Applications.** Each lease application must be enclosed in a sealed envelope, marked, and addressed as follows: **Lease applicants are encouraged to use the enclosed envelope which contains the required information.**

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**RETURN ADDRESS OF LEASE APPLICANT**

**SEALED LEASE APPLICATION FOR LEASE OF PROPERTY AT THE NEBRASKA  
ARMY NATIONAL GUARD, CAMP ASHLAND TRAINING SITE, ASHLAND,  
NEBRASKA**

**DO NOT OPEN IN MAILROOM**

**NOTICE NO. DACA45-16-B-RE-0003**

**TO BE OPENED:**

**DATE: Wednesday, January 20, 2016**

**TIME: 1:00 p.m., local time**

**LOCATION: Nebraska Army National Guard  
Camp Ashland Training Site  
ATTN: Mr. Don Rosenboom  
220 County Road A, Building 50  
Ashland, Nebraska 68003-6000**

**TO: Nebraska Army National Guard  
Camp Ashland Training Site  
ATTN: Mr. Don Rosenboom  
220 County Road A, Building 50  
Ashland, Nebraska 68003-6000**

**\*\*LEASE APPLICANTS ARE ENCOURAGED TO SUBMIT LEASE APPLICATIONS USING THE  
ENCLOSED ENVELOPE WHICH CONTAINS THE REQUIRED INFORMATION**

**h. Additional Information.** Any additional information required may be obtained from the office of the U. S. Army Corps of Engineers, Omaha District, Real Estate Division, ATTN: CENWO-RE-M, 1616 Capitol Avenue, Suite 9000, Omaha, Nebraska 68102-4901, Ms. Lori Warner, Realty Specialist, telephone 402-995-2841 or at [lori.a.warner@usace.army.mil](mailto:lori.a.warner@usace.army.mil). The U.S. Army Corps of Engineers has the Invitation for Bid listed on their website at the following link; it may be viewed and/or downloaded:

<http://www.nwo.usace.army.mil/BusinessWithUs/RealEstate.aspx>

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NO. DACA45-1-16-\_\_\_\_\_

**DEPARTMENT OF THE ARMY LEASE  
FOR AGRICULTURAL HAY PURPOSES  
LOCATED ON  
NEBRASKA ARMY NATIONAL GUARD  
CAMP ASHLAND TRAINING SITE  
ASHLAND, NEBRASKA  
Tract 1 - 114.5 acres**

**THIS LEASE**, made on behalf of the United States, between the Secretary of the Army, hereinafter referred to as the Secretary, and \_\_\_\_\_, 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 shown and/or described on **Exhibit “A”**, hereinafter referred to as the premises, for **hay-crop purposes only**, and in accordance with the Land Use Regulations and Special Conditions as **set forth in Exhibit “B”** and the Tract Management Plan, **Exhibit “C”**, said exhibits are 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) hay crop-years**, beginning **1 March 2016** and ending on **28 February 2021**, but revocable at will by the Secretary.

**2. CONSIDERATION**

**a.** The lessee shall pay rental in advance to the United States in the amount of \_\_\_\_\_ (\$\_\_\_\_\_), per annum payable annually to **“FAO USAED – Omaha”**, and forwarded by the lessee to the U. S. Army Corps of Engineers, Omaha District, Real Estate Division, ATTN: CENWO-RE-S, 1616 Capitol Avenue, Suite 9000, Omaha, Nebraska 68102-4901.

**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

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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 \_\_\_\_\_, and if to the United States, to the U.S. Army Corps of Engineers, Omaha District, Real Estate Division, ATTN: CENWO-RE-M, 1616 Capitol Avenue, Suite 9000, Omaha, Nebraska 68102-4901, or as may from time to time otherwise be directed by the parties. Any such notices and correspondence shall include the instrument number (Lease No. **DACA45-1-16-\_\_\_\_\_**). Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope 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,” or “said officer,” includes their duly authorized representatives. Any reference to “lessee” shall include any sublessees, assignees, transferees, successors and their duly authorized representatives.

### **5. SUPERVISION BY THE INSTALLATION COMMANDER**

The use and occupation of the premises shall be subject to the general supervision and approval of the **Nebraska Army National Guard, Camp Ashland Training Site, Ashland, Nebraska**, 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 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 the property of the United States by the activities of the lessee under this lease, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the lessee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the lessee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

**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**

a. 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; 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.

b. The lessee expressly agrees to make no claim under flood insurance issued under any Federal Government program for loss to any property of the lessee located on the premises which arise from or is incident to the flooding of the premises by the Government.

**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, servants 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 date 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

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such time as the District Engineer 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 the District Engineer, the property shall either become the property of the United States without compensation therefor, or the District Engineer 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 to the United States on demand any sum which may be expended by the United States in restoring the premises after the expiration, revocation or termination of this lease.

#### **15. NON-DISCRIMINATION**

The lessee shall not discriminate against any person or persons or exclude 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 **ninety (90) days (no later than 1 December)** notice **prior to the "yearly rental due date" (1 March)**, 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 notice period will be required. In the event the effective date of termination occurs after the start of the grazing, planting, or harvesting season, as specified in the Land Use Regulations, any rent due for the balance of the annual term, or the rental due for the remaining term if the lease is for less than one year, shall be due and payable on or before the date of such termination.

**19. PROHIBITED USES**

a. Certain soil conservation practices may be required by the Land Use Regulations, which are identified as rental offsets. By acceptance of such offsets, the lessee agrees that he will not accept any Federal or state cost-sharing payments or subsidies for the same soil conservation practices.

b. The lessee shall not construct or place any structure, improvement or advertising sign on the leased premises 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 Regulations and shall at all times: (a) maintain the premises in good condition and free from weeds, brush, washes, gullies and other erosion which is detrimental to the value of the premises for agricultural purposes; (b) cut no timber, conduct no mining operations, remove no sand, gravel or kindred substances from the premises; and (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 and as may be authorized by said officer.

**21. DISPUTES CLAUSE**

This lease is subject to the Contract Disputes Act of 1978 (41 U.S.C. § 7101 et. al.).

**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 therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this lease is for the general benefit of such corporation or company.

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**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 § 403), and Section 404 of the Clean Waters Act (33 USC § 1344).

**31. EXECUTIVE ORDER 13658**

Any reference in this section to “prime contractor” or “contractor” shall mean the Lessees and any reference to “contract” shall refer to the Lease.

(a) The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

(b) Minimum Wages.

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

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is

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compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

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

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

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

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

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

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

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

(g) Payroll Records.

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

(i) Name, address, and social security number.

(ii) The worker's occupation(s) or classification(s)

(iii) The rate or rates of wages paid.

(iv) The number of daily and weekly hours worked by each worker.

(v) Any deductions made; and

(vi) Total wages paid.

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

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

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

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

(h) The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

(i) Certification of Eligibility.

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

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

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

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

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

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

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

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

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

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

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

### **32. TO HOLD HARMLESS AND INDEMNIFICATION**

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

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Prior to the execution of this lease, the following site specific Condition Nos. 33, 34 and 35 were added:

**33. The lessee agrees that he will not accept any other Government or state subsidy based on the lease without the written approval of the District Engineer.**

**34. The entire leased premises are subject to joint and concurrent use by the Nebraska Army National Guard for troop training. Lessee shall have no claim for damages to crops and/or lessee's farm machinery due to the troop training activities of the Nebraska Army National Guard. In addition, no equitable adjustment in rental shall be made pursuant to Condition No. 11 of this lease if the Army National Guard is exercising its right of joint and concurrent use for troop training on all or a portion of the leased premises.**

**35. The lessee shall comply with the mowing requirements established in the Tract Management Plan attached as Exhibit "C." In the event that the lessee fails to comply with the mowing requirements established in the Tract Management Plan, the Government shall ensure that mowing is completed in a timely manner. Any actions undertaken by the Government in this regard shall be at lessee's expense and lessee shall immediately reimburse the Government for any and all costs incurred by the Government in its efforts to cover the lessee's non-compliance. Repeated failure to meet the mowing requirements set forth in the Tract Management Plan may result in termination of the lease.**

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**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 \_\_\_\_\_, 2016.

---

**David V. Chipman**  
**Chief, Real Estate Division**  
**Real Estate Contracting Officer**

**THIS LEASE** is also executed by the lessee this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

**Lessee**

# Camp Ashland Training Site Agricultural Outlease

**Total Outlease Area: 114.5 Acres**

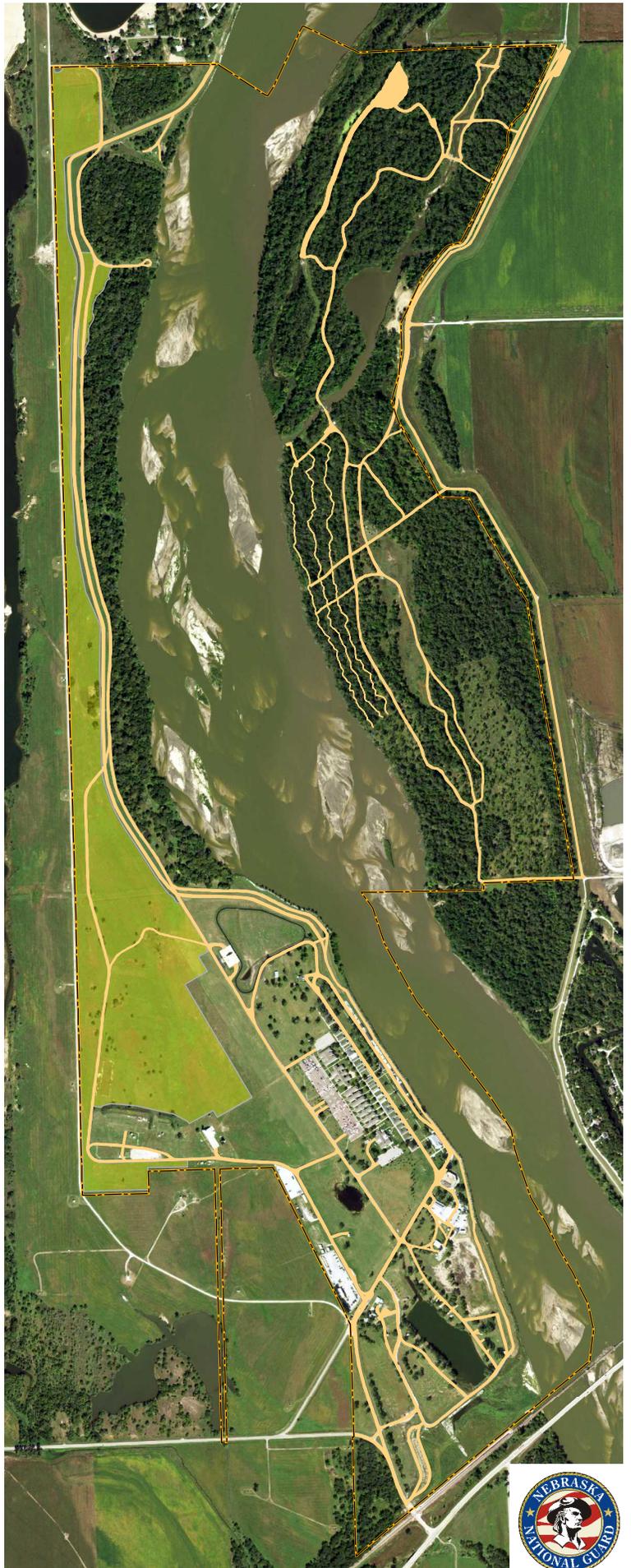
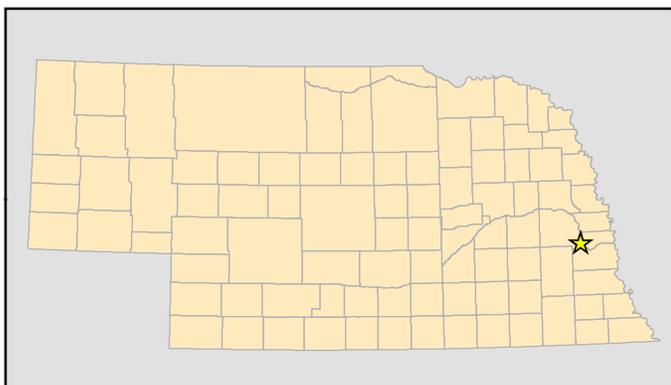
-  Installation Boundary
-  Road
-  Agricultural Outlease



1:18,000



Projection: UTM, Zone 14N  
Datum: WGS 1984  
Source: FSA 2014  
Date: 20151014  
Created By: CFMO-EMB



**LAND USE REGULATIONS AND SPECIAL CONDITIONS  
CAMP ASHLAND TRAINING SITE  
ASHLAND, NEBRASKA**

1. The lessee agrees to conduct all haying operations in accordance with the Land Use Regulations and Special Conditions set forth herein, and in accordance with the Tract Management Plan, made a part hereof.

2. The Tract Management Plan is to be followed and is made a part of the lease. The plan covers such requirements as:

- Soil Tests
- Fertilizing
- Weed Control
- Mowing

3. Lessee acknowledges that the requirements (Soil Testing, Fertilization, Weed Control, Mowing, etc.) set forth in the Tract Management Plan are an integral part of the consideration for leasing the tract, and failure to accomplish the specific requirements could result in the revocation of the lease for noncompliance.

4. **Oral Agreements Will Not Be Honored.** Any changes in the Tract Management Plan, i.e., crop changes, mowing requirements, etc., must be approved in writing by the U. S. Army Corps of Engineers, Omaha District, Real Estate Division, 1616 Capitol Avenue, Suite 9000, Omaha, Nebraska 68102-4901. Any such agreement will be reduced to writing in the form of a “Supplemental Agreement” to the lease or a letter from the Real Estate Contracting Officer.

5. Chemicals that are not banned by Federal and/or state law may be used for insects and weed control, as a general rule. By 1 April of each year and prior to application of insecticides, herbicides, and other agricultural chemicals, the lessee shall submit an updated plan for use of such chemicals to the Pest Control Manager, Construction and Facilities Management Office-Environmental (CFMO-ENV), for approval and to coordinate all applications of said chemicals. The lessee shall also report, using the Department of Defense Form 1532-1, available through the Training Site Office, by the first of each month, any chemicals used, rates applied, total amounts used, etc., during the preceding month. The lessee shall assume full responsibility for applications of herbicides, pesticides, or any other chemicals. Only Environmental Protection Agency approved chemicals will be allowed. All chemical applications will be administered per label directions. Damage resulting from the use of chemicals by the lessee, either to the leased premises, adjacent property, and/or animal life shall be the responsibility of the lessee.

**NOTE:** Aerial Spraying is prohibited.

**EXHIBIT “B” ATTACHED TO AND MADE  
A PART OF DACA45-1-16-**

DACA45-1-16-\_\_\_\_\_

**LAND USE REGULATIONS AND SPECIAL CONDITIONS  
CAMP ASHLAND TRAINING SITE  
ASHLAND, NEBRASKA (CONTINUED)**

6. Lessee will be required to control noxious weeds, as defined in the Tract Management Plan, on the leased premises as necessary.
7. All lease operations are to be confined to the leased area. The use and occupation of the leased premises shall be subject to the general supervision and approval of the Facilities Maintenance Manager, who has jurisdiction over the property and such rules and regulations regarding ingress, egress, SAFETY, sanitation, and security as may be prescribed by him from time to time.
8. The lessee and his employees, visitors, or other personnel will comply with all installation environmental, safety and security regulations. Nebraska Army National Guard (NEARNG) Regulation 385-63 is available at the Facilities Maintenance Manager's office at the Camp Ashland Training Site.
9. The Nebraska Army National Guard reserves the right to review the areas/acres covered by this lease annually.

**EXHIBIT "B" ATTACHED TO AND MADE  
A PART OF DACA45-1-16-**

DACA45-1-16-\_\_\_\_\_

**NEBRASKA ARMY NATIONAL GUARD TRAINING SITE  
CAMP ASHLAND TRAINING SITE**

**ASHLAND, NEBRASKA**

**TRACT MANAGEMENT PLAN**

**HAYING**

Nebraska Army National Guard  
Construction and Facilities Management Office

Cooperating Agencies:

Omaha District, Corps of Engineers  
Saunders County Noxious Weed Control Author

**EXHIBIT "C" ATTACHED TO AND MADE  
A PART OF DACA45-1-16-\_\_\_\_\_**

**NEBRASKA ARMY NATIONAL GUARD TRAINING SITE  
CAMP ASHLAND TRAINING SITE**

**ASHLAND, NEBRASKA**

**TRACT MANAGEMENT PLAN**

**HAYING**

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**NEBRASKA ARMY NATIONAL GUARD TRAINING SITE  
CAMP ASHLAND TRAINING SITE**

**ASHLAND, NEBRASKA**

**TRACT MANAGEMENT PLAN**

**HAYING**

**I. GENERAL:**

**A. LEASE PERIOD:**

1. The lease will run from 1 March 2016 to 28 February 2021.

**B. LOCATION:**

1. The hay lease area is located within the boundaries of the Camp Ashland Training Site, as described on Exhibit "A" to Lease DACA45-1-16-TBD, referred herein as the "Demised Land".

**C. TRACT DESCRIPTION:**

1. The tract consists of approximately 114.5 acres of haying land.

**II. LAND MANAGEMENT:**

**A. LEASE USE:**

1. Lessee's haying operation shall not hinder or interfere with Nebraska National Guard (NEARNG) training activities. Haying activities conducted on the Demised Land must be coordinated with the Facilities Maintenance Supervisor, Camp Ashland Training Site, Nebraska Army National Guard at (402) 540-1194.
2. Crops acceptable for use are as follows:
  - a. Existing ground cover and Native Warm/Cool Season Grasses.
3. Those areas not scheduled for replanting Native Warm/Cool Season Grasses, or have already been converted to, where the existing hay crop is less productive, may be replanted with a hay crop.
  - a. The Lessee will submit a Replanting Plan to the Training Site Natural Resources Manager for approval. Only hay crop planting will be allowed. A cover crop of Wheat or Oats is acceptable, if harvested as a hay crop only.
4. Hay crops will be removed from the Demised Land within thirty (30) days after cutting. Hay remaining on the Demised Land thirty days after cutting will constitute a violation of the lease.

**NEBRASKA ARMY NATIONAL GUARD TRAINING SITE  
CAMP ASHLAND TRAINING SITE**

**ASHLAND, NEBRASKA**

**TRACT MANAGEMENT PLAN**

**HAYING**

5. Extensions to the above time limitation will be requested in writing from the Corps of Engineers, Omaha District. An extension will only be considered if inclement weather would make damage to the leased property a consideration in removing the hay.
6. Baled hay remaining on the Demised Land after the thirty (30) days have elapsed may be removed and stored by the Government at the Lessee's expense.
7. Lessee is required to take at least one haying off of designated hay grounds prior to 15 August of each year. NO grass shall be left for a seed crop.
8. The Lessee shall not utilize any of the leased properties for the feeding or foraging of domesticated animals.

**B. WEED CONTROL:**

**1. NOXIOUS WEEDS:**

- a. An active and effective weed control program must be conducted on the entire tract at the Lessee's expense. All noxious weeds, to include but not limited to Musk Thistle, Field Bindweed, Leafy Spurge, Sunflowers, must be controlled.

**2. VOLUNTEER TREES/SHRUBS:**

- a. Lessee is responsible for the removal of volunteer trees and / or shrubs found on the premises.

**3. CONTROL OF NOXIOUS WEEDS:**

- a. The Lessee shall "control" all noxious weeds on the Demised Land as specified in Paragraphs B.1 through B.6. Control is defined in the Nebraska Noxious Weed Control Act as follows: "...Control, with respect to weeds, shall mean the prevention, suppression, or limitation of the growth, spread, propagation, development or eradication of weeds." (*Ref. Neb. Rev. ST., 1943, s 2-953 (2) (b)*).

**NEBRASKA ARMY NATIONAL GUARD TRAINING SITE  
CAMP ASHLAND TRAINING SITE**

**ASHLAND, NEBRASKA**

**TRACT MANAGEMENT PLAN**

**HAYING**

**4. REPORTING APPLICATIONS OF CHEMICALS:**

- a. Prior to the application of insecticides, herbicides, and other agricultural chemicals, the Lessee shall contact the CFMO-ENV (ATTN: Pest Control Manager) and coordinate all applications of said chemicals, providing an itemized listing (chemical breakdown), amounts of chemicals to be applied, and the rates per acre. The Lessee shall assume full responsibility for applications of said chemicals in accordance with all applicable federal, state and local laws and regulations including the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). Damage resulting from the use of chemical spray by the Lessee, either to Demised Land, adjacent property, and / or animal life, shall be the Lessee's responsibility.

**5. APPROVED CHEMICALS:**

- a. The Lessee will use only those herbicides, insecticides, and fungicides approved by the Environmental Protection Agency. Method and rate of application must also be consistent with the provisions on the label.

**6. CARE IN HANDLING:**

- a. Care will constantly be exercised in the mixing and use of agricultural chemicals. Empty containers and excess materials will be removed immediately from the Demised Land.

**7. FAILURE TO CONTROL:**

- a. In the event the Lessee fails to control all noxious weeds, the Government, at its option, may cause the noxious weeds to be controlled. The Lessee agrees to immediately reimburse the Government for the actual costs incurred in controlling all the noxious weeds on the Demised Land. In such cases, the actual costs shall be determined by the Facility Maintenance Manager and the Army Corps of Engineers, Omaha District.

**C. SOIL TESTING/RESULTS:**

1. The Lessee shall conduct soil testing to determine any soil deficiencies or excesses in February of the second year of the lease and again in February of the fourth year of the lease.
2. Soil samples will be sent to the State Agricultural Department or a facility approved by the NEARNG Environmental Branch Manager.

**NEBRASKA ARMY NATIONAL GUARD TRAINING SITE  
CAMP ASHLAND TRAINING SITE**

**ASHLAND, NEBRASKA**

**TRACT MANAGEMENT PLAN**

**HAYING**

3. An original copy of the results obtained from the soil testing facility will be forwarded directly from the soil testing facility to the NEARNG CFMO Environmental Branch Manager, 2433 NW 24<sup>th</sup> Street, Lincoln, NE 68524.
4. The Environmental Branch Manager will utilize results obtained from the soil testing to determine if fertilization is required. The Lessee will be notified of this determination and, if required, fertilize the property specified at the Lessee's expense.

**D. AREAS TO BE MOWED/MAINTAINED BY LESSEE:**

1. All tract boundary and interior roads and or trails will be mowed / maintained by the Lessee.
2. Mowed areas will be maintained at a height not to exceed six (6) inches.
3. All paved roads will be mowed out to a distance of eight (8) feet from the road / shoulder.
4. All trails, interior or boundary, will be mowed a distance of twelve (12) feet out from the center of the trail.
5. In the event the Lessee fails to maintain the vegetation at height of six (6) inches, the Government, at its option, may cause the vegetation to be mowed. The Lessee agrees to immediately reimburse the Government the actual cost incurred in mowing the vegetation, said costs to be determined by the Facility Maintenance Manager and the Army Corps of Engineers, Omaha District.

**E. MACHINERY AND EQUIPMENT:**

1. The Lessee shall utilize onsite only those machinery and equipment necessary to accomplish the activities defined in this lease. No machinery and / or equipment shall be stored on the premises.
2. Any damage to machinery and / or equipment sustained while on the Demised Land, or on the Training Site as a whole, is the responsibility of the Lessee. Damage sustained to machinery and / or equipment left onsite is the responsibility of the Lessee.

**NEBRASKA ARMY NATIONAL GUARD TRAINING SITE  
CAMP ASHLAND TRAINING SITE**

**ASHLAND, NEBRASKA**

**TRACT MANAGEMENT PLAN**

**HAYING**

3. All debris from the operation, i.e., grease cartridges, bailing wire, oil cans, etc., shall be collected and removed daily from the Demised Land by the Lessee. Refueling of equipment on site or storage of fuel on site is prohibited. Spillage of any type fluid on site in excess of one gallon must be immediately reported to the Training Site Facilities Manager.
4. Damage caused to the Demised Land, training site as a whole, and / or adjoining properties by, or as a result of, the machinery, equipment, and / or applications used to accomplish the activities defined in this lease, will be the responsibility of the Lessee.

**F. WILDLIFE MANAGEMENT:**

1. Utilization of the specified areas for haying will in no way endanger any of the wildlife indigenous to the area. Haying of the specified areas is intended to promote wildlife propagation and conservation. Practices to the contrary will be grounds for lease termination. No hunting and / or trapping is permitted on any portion of the Training Site.

**G. FAILURE TO FULFILL REQUIREMENTS:**

1. Violations of any part or provision of the Lease, Land Use Regulation and Special Conditions or Tract Management Plan will be deemed sufficient grounds for revocation / termination of the lease by the government.

**EXHIBIT "C" ATTACHED TO AND MADE  
A PART OF DACA45-1-16-\_\_\_\_\_**

**APPLICATION FOR LEASING UNITED STATES REAL PROPERTY AT  
CAMP ASHLAND TRAINING SITE  
ASHLAND, NEBRASKA**

**TO: Nebraska Army National Guard  
Camp Ashland Training Site  
ATTN: Mr. Don Rosenboom  
220 County Road "A" Bldg. 50  
Ashland, Nebraska 68003-6000**

**DATE: January 20, 2016**

Sir:

The lease applicant, \_\_\_\_\_ (check appropriate box and complete),

a corporation existing under the laws of the State of \_\_\_\_\_

a partnership consisting of \_\_\_\_\_

an individual doing business as \_\_\_\_\_,

in accordance with your Notice of Availability DACA45-16-B-RE-0003, dated November 30, 2015, for the leasing of property at the Nebraska Army National Guard, Camp Ashland Training Site, Ashland, Nebraska, and subject to all conditions and requirements thereof, which, so far as they relate to this lease application are made a part of it, propose(s) to enter into a lease for the property indicated below, and hereby agree(s) to pay the rental set out below.

<u>Tract No.</u>	<u>Total Lease Acres</u>	<u>Land Use</u>	<u>Rental Offer Lease Term</u>	<u>**Per Annum</u>
1	114.5	Hay Crop	1 Mar 2016 to 28 Feb 2021	\$ _____

**\*\* NOTE: RENTAL OFFER SHOULD REPRESENT A TOTAL ACREAGE PRICE PER ANNUM AND NOT A "PER ACRE" PRICE.**

(CONTINUED ON OTHER SIDE)



## CORPORATE CERTIFICATE

I, \_\_\_\_\_, certify that I am the  
(Name)  
\_\_\_\_\_ of the corporation named as lease applicant  
(Title)  
in the attached lease application; that \_\_\_\_\_, who signed  
(Name of the Person)  
said lease application on behalf of the lease applicant, was known to me and was then  
\_\_\_\_\_ of said Corporation; that said lease application was duly signed for  
(Title)  
and in behalf of said Corporation; by authority of its governing body, and is within the scope of  
its corporate powers.

DATE: \_\_\_\_\_ (CORPORATE)  
\_\_\_\_\_ (SEAL)

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## PARTNERSHIP CERTIFICATE

I, \_\_\_\_\_, certify that I am a General Partner  
(Partner X)  
in the Partnership named as lease applicant in the attached lease application. I certify further that  
\_\_\_\_\_, who signed said lease application on behalf of that  
(Partner Y)  
Partnership, is also a General Partner and has the authority to bind the Partnership by virtue of  
powers vested in him in the Partnership Agreement.

DATE: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (Partner X)

**PRINTING INSTRUCTIONS**  
**CAMP ASHLAND NOTICE OF AVAILABILITY**

1. **FRONT COVER:** 1 page - print on **BLUE #20**, front only.
2. **NOTICE TO LEASE APPLICANTS:** 2 pages - print page 1 on back of BLUE #20 front cover (head to foot) and page 2 on BLUE BOND, front only.
3. **NOTICE OF AVAILABILITY:** 6 pages, **WHITE BOND**, head to foot.
4. **DEPARTMENT OF THE ARMY LEASE:** 10 pages, **WHITE BOND**, head to foot.
5. **MAP (EXHIBIT "A"):** 1 page, **WHITE BOND**, front only.
6. **EXHIBIT "B":** 2 pages, **WHITE BOND**, head to foot.
7. **EXHIBIT "C":** 1 page, **WHITE BOND**, front only.
8. **APPLICATION:** 2 pages, **YELLOW BOND**, head to foot.
9. **CORPORATE/PARTNERSHIP CERTIFICATE:** 1 page, **YELLOW BOND**, front only.
10. **TRACT MANAGEMENT PLAN:** 6 pages, **WHITE BOND**, head to foot. **(TEN COPIES)**