

# Notice of Availability for Leasing Government Property

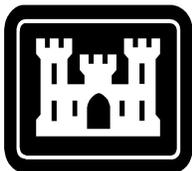
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Notice No. DACA45-16-B-RE-0005

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

**GRAND FORKS AIR FORCE BASE  
GRAND FORKS, NORTH DAKOTA**

<b>SEALED APPLICATIONS WILL BE OPENED</b>
<b>DATE: Wednesday, 1 June 2016</b>
<b>TIME: 2:00 p.m., Local Time</b>
<b>LOCATION: Omaha District, Corps of Engineers 1616 Capitol Avenue, Room 942 Omaha, Nebraska 68102-4901</b>



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 GRAND FORKS AIR FORCE BASE NATURAL RESOURCE MANAGER, KRISTEN RUNDQUIST AT 701-747-4774, GRAND FORKS REAL PROPERTY ACCOUNTABLE OFFICER, BILL HABECK AT 701-747-4804 OR U. S. ARMY CORPS OF ENGINEERS REALTY SPECIALIST, LORI WARNER, , 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 Jun 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:** Lessees will not be permitted access to the property until they have a fully executed lease in their possession.

**PRELEASING CONFERENCE WITH GRAND FORKS AIR FORCE BASE NATIONAL RESOURCE 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 Kristen Rundquist, Natural Resource Manager, Building 410, at Grand Forks Air Force Base, telephone 701-747-4774, so that the Land Use Regulations may be discussed.

**LAND USE REGULATIONS:** See **Exhibit “B”** of the lease. These Land Use Regulations 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.

**ENVIRONMENTAL BASELINE SURVEY (EBS):** Your attention is call to Condition No. 23 of the sample lease that refers to an EBS that documents the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, which will be attached to the lease as **Exhibit “C.”** The EBS is available for review at the Real Estate Management Office, Building No. 410, Grand Forks Air Force Base.

**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.**

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

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**NOTICE OF AVAILABILITY**  
**FOR LEASING REAL PROPERTY OF THE UNITED STATES**  
**GRAND FORKS AIR FORCE BASE**  
**GRAND FORKS COUNTY, NORTH DAKOTA**

District Engineer  
Omaha District, Corps of Engineers  
ATTN: CENWO-RE-M  
1616 Capitol Avenue  
Omaha, Nebraska 68102-4901

Notice No. DACA45-16-B-RE-0005

Date: May 3, 2016

Sealed lease applications, subject to the conditions contained herein, will be received at the office of the District Engineer, Omaha District, Corps of Engineers, ATTN: CENWO-RE-M (Warner), 1616 Capitol Avenue, Omaha, Nebraska 68102-4901, until 2:00 p.m., local time, Wednesday, 1 June 2016 and then publicly opened in Room 942, 1616 Capitol Avenue, Omaha, Nebraska 68102-4901, for the leasing of the following described Government property.

**1. Property to be Leased.**

**a. Location, Term and Description.** One (1) tract of land, located within the boundaries of Grand Forks Air Force Base, Grand Forks County, North Dakota. The tract is available for a term of five (5) hay crop-years commencing 1 June 2016 and ending 28 February 2021. The tract contains approximately 643 acres, more or less.

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

**c. Land Use Regulations.** Land Use Regulations for the property offered for lease are attached as **Exhibit "B"** to the sample lease form.

**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.** The successful lease applicant will be required to enter into a lease with the United States on the Air Force 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 (**Exhibit “B”**) and an Environmental Baseline Survey (**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 No. 34 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 June 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 Land Use Regulations, **Exhibit “B,”** attached to the 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 Grand Forks Air Force Base Natural Resource Manager, Kristen Rundquist at 701-747-4774 or the Grand Forks Real Property Accountable Officer, Bill Habeck at 701-747-4804.

**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 “Grand Forks AFB North Dakota.”** 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 (**Exhibit "B"**). 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 Grand Forks Air Force Base Natural Resource Manager, Kristen Rundquist, telephone 701-747-4774 or the Grand Forks Real Property Accountable Officer, Bill Habeck, telephone 701-747-4804; 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.**

**RETURN ADDRESS OF LEASE APPLICANT**

**SEALED LEASE APPLICATION FOR LEASE OF PROPERTY AT GRAND FORKS  
AIR FORCE BASE, GRAND FORKS, NORTH DAKOTA**

**DO NOT OPEN IN MAILROOM**

**NOTICE NO. DACA45-16-B-RE-0005**

**TO BE OPENED:**

**DATE: Wednesday, June 1, 2016**

**TIME: 2:00 p.m., local time**

**LOCATION: Omaha District, Corps of Engineers  
1616 Capitol Avenue, Room 942  
Omaha, Nebraska 68102-4901**

**TO: District Engineer  
Omaha District, Corps of Engineers  
ATTN: CENWO-RE-M (Warner)  
1616 Capitol Avenue  
Omaha, Nebraska 68102-4901**

**\*\*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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**DEPARTMENT OF THE AIR FORCE LEASE  
FOR AGRICULTURAL HAY CROP PURPOSES  
LOCATED ON  
GRAND FORKS AIR FORCE BASE  
GRAND FORKS COUNTY, NORTH DAKOTA  
Tract 1 - 643 acres**

**THIS LEASE**, made on behalf of the United States, between the Secretary of the Air Force, 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 in orange and yellow on **Exhibit “A”**, hereinafter referred to as the premises, for **hay-crop purposes only**, and in accordance with the Land Use Regulations as **set forth in Exhibit “B”**, 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 June 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 **“Grand Forks AFB North Dakota”** and forwarded by the lessee to 319 CES/CEIAP (Attn: Real Property Office) 525 Tuskegee Airmen Blvd, Grand Forks AFB, ND 58205.

**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

**NO. USAF-AMC-JFSD-16-2-0393**

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. **NO. USAF-AMC-JFSD-16-2-0393**). 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," "Base Civil 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 BASE CIVIL ENGINEER**

The use and occupation of the premises shall be subject to the general supervision and approval of the **Base Civil Engineer, Grand Forks Air Force Base, Grand Forks, North Dakota**, 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 Base Civil 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 Base Civil 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 Base Civil 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 Base Civil 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

such time as the Base Civil 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 Base Civil Engineer, the property shall either become the property of the United States without compensation therefor, or the Base Civil 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 Base Civil 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 Base Civil 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 Base Civil 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. ENVIRONMENTAL BASELINE SURVEY**

An Environmental Baseline Survey (EBS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as **Exhibit "C."** Upon expiration, revocation or relinquishment of this lease another EBS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the lessee in accordance with the condition on **RESTORATION**.

### **24. 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.

### **25. 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 Base Civil Engineer.

### **26. 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.

### **27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. DISCLAIMER**

This lease is effective only insofar as the rights of the United States in the premises are concerned. The lessee shall obtain any permit or license which may be required by Federal, state or local statute in connection with the use of the premises. It is understood that the granting of this lease does not preclude the necessity of obtaining a Department of the Air Force permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC § 403), and Section 404 of the Clean Waters Act (33 USC § 1344).

**32. 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 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

**NO. USAF-AMC-JFSD-16-2-0393**

any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

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

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

(g) Payroll Records.

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

- (i) Name, address, and social security number.
- (ii) The worker's occupation(s) or classification(s)
- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made; and
- (vi) Total wages paid.

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

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

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

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

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

(i) Certification of Eligibility.

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

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

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

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

employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

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

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

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

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

(k) 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.

**33. 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.

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

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

The remainder of this page is blank.

**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.

\_\_\_\_\_  
**AFCEC/CI**  
**ROBERT E. MORIARTY, P.E.**  
**Director**  
**Installations Directorate**

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

\_\_\_\_\_  
**Lessee**

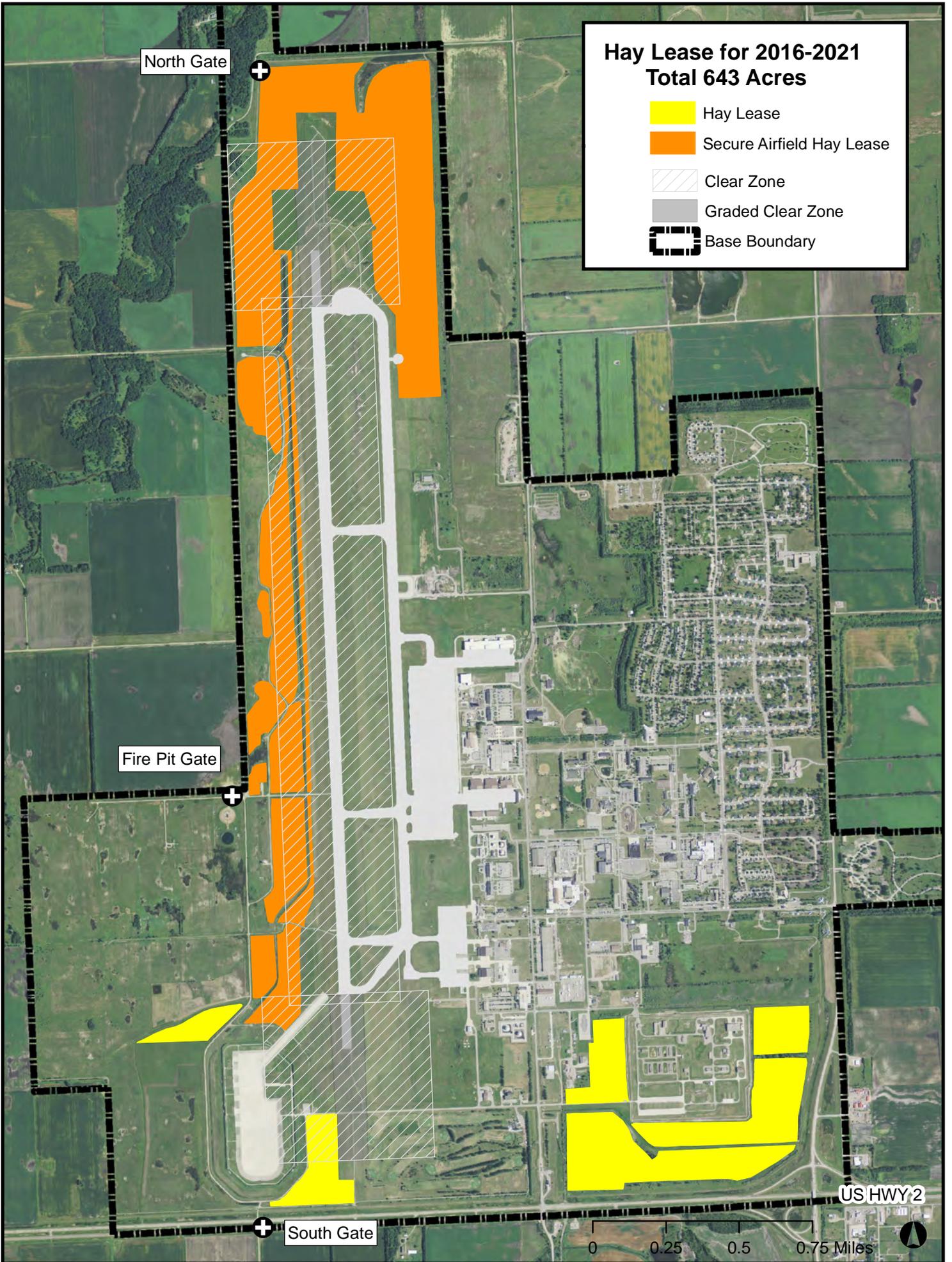


Exhibit "A" attached to and made a part of USAF-AMC-JFSD-16-2-0393

**EXHIBIT “B”**

**TO**

**LEASE NO. USAF-AMC-JFSD-16-2-0393**

**LAND USE REGULATIONS**

**GRAND FORKS AIR FORCE BASE, NORTH DAKOTA**

1. General Instructions:

a. The lessee agrees to furnish all equipment and labor and to conduct all farming operations in accordance with the lease, recognized principles of good land management and the land use practices set forth herein. All operations shall be accomplished in a timely manner without further notice and at no expense to the Government unless otherwise provided. Prior to initial right-of-entry being granted to the leased property, the lessee will present in person, his award notice to the Base Civil Engineer so that the lessee’s management plan and the conditions of leasing may be mutually discussed.

b. Verbal agreements will not be honored. Any change in the Land Use Regulations herein, that is, crop changes, land maintenance, etc., shall be approved in writing by the Base Civil Engineer prior to the lessee proceeding with change of farming operations. Any such agreement will be reduced to writing in the form of a “Supplemental Agreement” to the lease or an authorization letter from the Contracting Officer.

c. The lessee and his employees shall at all times comply with all applicable Base Regulations and Departments of the Army or Air Force directives, and will be issued proper identification passes.

d. In addition to the Land Use Regulations set forth herein, the use and occupation of the leased premises shall be subject to the general supervision and approval of the Base Civil Engineer Officer, Grand Forks Air Force Base, North Dakota, having immediate jurisdiction over the property and such rules and regulations regarding ingress and egress, safety, sanitation and security as may be prescribed from time to time. Inspection of the premises will be made by 319 CES/CEIEC to ensure compliance with the terms of the land use regulations. Failure to comply will result in loss of security deposit, and termination of the lease.

2. Hay Production and Vegetation Control:

a. Subject to maintenance and safety requirements and to the exclusion of roads, structures, and installed equipment, it is intended that the leased premises be utilized for hay production in a manner which will maintain the area in an attractive condition, relatively free of weeds, brush, ragged vegetation, or dry combustible debris. The lessee assumes responsibility for the full utilization of the property covered by this lease.

b. All leased areas which can be traversed and are either cut for hay production or vegetation control as part of the lease requirements shall be mowed at least once each year. All mowing shall be accomplished before September 1. The “Nonsecure Hay Lease” areas shall not be cut before July 15 to protect ground-nesting birds to be in compliance with the Integrated Natural Resources Management Plan mandated by the Sikes Act. At least three inches of grass stubble must remain after hay cutting to maintain enough plant energy for regrowth. Wetlands on the airfield should be hayed if conditions are dry. If wetlands are inundated with water, they should be avoided to minimize rutting and vegetation damage. Rutting exposes soil allowing possible expansion of noxious/invasive weeds, and contributes to erosion and sedimentation degrading the environment of the airfield. If rutting should occur, the lessee is responsible to repair the area to include disking and reseeding if necessary. Plowing, filling, and spraying herbicide in wetlands is prohibited.

c. When vegetative residue is of such density that it will smother, shade, or in any other way deter subsequent vegetative growth, or where dried material constitutes a fire hazard, such material will be removed by the lessee as his property. The lessee shall arrange their work so that when the grass is cut, chopped, swathed, winrowed, raked, or piled, it will be baled, chopped, or otherwise harvested and hauled away in a timely manner. Weather permitting, bales must not remain scattered, and must be removed from the base as the lessee’s property within 10 days of baling. Bales located on the airfield must be removed first beginning with the clear zone areas. Bales may not be stored in the graded-area of the clear zone, and must be moved immediately upon baling.

3. General Mowing: All leased areas, which can be traversed, even though not used for hay as detailed in exhibit A, will be mowed as needed in accordance with the vegetation control requirements of paragraph 2 above. The lessee’s equipment shall be operated in such a manner as to prevent damage to airfield lighting fixtures and to prevent the throwing of vegetation, rock and other debris onto the paved runways, taxiways, and aprons. At all times the lessee must stay at least 100 feet away from the runway.

4. Failure to comply with Land Use Regulations: If at any time during the lease period, the lessee fails to have available the required operative equipment to adequately perform all work called for in the lease; such failure may be considered a breach of contract and shall be sufficient reason for revocation of the lease and lessee relinquishment of security deposit to the Government.

5. Grazing Prohibited: The grazing of livestock on any part of the leased area is prohibited.

6. Herbicides and Insecticides: The lessee will not discharge or apply any substance to the leased premises or operate it in any manner which would cause pollution to the ground water, surface waters, or air to the extent that it would be prejudicial to the health of human, animal, or aquatic life. Herbicides, insecticides, and other agricultural chemicals will be used only under the direction of 319 CES/CEIEC following guidance of the “Integrated Natural Resources

**EXHIBIT “B” ATTACHED TO AND MADE  
A PART OF NO. USAF-AMC-JFSD-16-2-0393**

Management Plan” (INRMP). Prior to their use the lessee will secure written approval of the chemical, the rate, and the method of application to include North Dakota State certified pesticide application number of the lessee to the Base Civil Engineer or 319 CES/CEIEC. Burning of chemical containers on the Base is prohibited. The lessee shall assume full responsibility for applications of herbicides and/or pesticides in accordance with the provisions of the Environmental Protection Agency (EPA). Damage resulting from the use of chemical spray by the lessee, either to the leased premises, adjacent property, and/or life shall be a lessee responsibility.

7. Brush and Weed Control: An active and effective weed and brush control program must be conducted on the entire leased area at the lessee’s expense. Public law 93-629 mandates control of noxious weeds. Limit possible weed seed transport from infested areas to non-infested sites. Wash or otherwise remove all vegetation and soil from equipment before transporting to a new site. A base noxious weed inventory identified infestations of six plants listed by the State of North Dakota as noxious, absinth wormwood, Canada thistle, field bindweed, leafy spurge, musk thistle, and spotted knapweed, and three invasive plants bull thistle, perennial sowthistle, and wavyleaf thistle on base. Kochia, a county listed noxious weed has also been identified on base. This area has been actively hayed during the last 5 years. The former lessee mowed and baled once annually. No alfalfa was used during restoration of these areas in 2005. Typical grass species on the property are similar to wild hay or CRP-type grass mixtures. If necessary, the lessee shall, annually, at his expense, by early spraying and/or timely mowing, prevent the spread of noxious weeds, eliminate it from the leased premises, and prevent its re-infestation. The 319 CES/CEIEC shall direct any applications of herbicides or other methods used for noxious weed control, and any pesticide applications must be in accordance with applicable federal and state legal requirements.

8. Hay Operation: The lessee will schedule his operations to maintain compliance for a total of 643 acres, and shall as directed by the Base Civil Engineer or the 319 CES/CEIEC, be prepared at all times to move his equipment with minimum notice when working in areas in close proximity to the airfield pavement. All work will be performed in a manner that will result in a minimum of interference to Base Activities. Access to the leased areas will be designated by the Base Civil Engineer.

9. Entry Prior to Expiration: The lessee agrees to allow another operator to enter upon the leased premises preceding expiration or termination of this lease for the purpose of preparing the land for planting, or management of noxious weeds.

10. Equipment, Materials, Parking and Storage:. All equipment shall be furnished, serviced, and maintained by the lessee and shall be equipped with adequate mufflers and safety devices. Equipment, when not in use, will be parked in areas designated by the Base Civil Engineer. Areas for overnight parking of equipment during active operations shall be designated at a location not closer than 1000 feet from the centerline of the runway or within 100 feet of the

**EXHIBIT “B” ATTACHED TO AND MADE  
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taxiway. Fuel, oil, grease, maintenance tools, twine, wire, repair parts, and /or equipment attachments shall remain on mobile vehicles. At the end of the growing season, all equipment and materials will be removed from the leased premises. The construction of pit or trench silos or the ensiling of forage on the leased premises is prohibited. Catalytic converter equipped vehicles will not be permitted to stand, park, or be driven on areas where vegetation or other combustible material beneath the vehicle may catch fire from converter heat.

11. Crossing of Runways and Taxiways: No vehicles shall travel along any taxiway or runway or any vehicle entry areas bounded by runways or taxiways. For emergencies, the procedure for obtaining permission to enter the runway and clear zone areas will be established by the Base Civil Engineer if needed. The lessee will immediately remove any dirt, grass, mud or other debris from the taxiways or runways which are deposited by equipment crossing said taxiways and runways.

12. Identification and Removal of Equipment: All equipment, while operating in the landing and clear zone areas shall be identified by means of a flag on a staff attached to and flying above the vehicle. The flag will not be less than 3 feet square, and will be of a checkered pattern of international orange and white (of not less than one-foot squares) or high visibility yellow on each side, or other as approved. Any night operations, if permitted by the Base Operations Officer, must also be marked by battery operated, low intensity, red flasher lights on all equipment. In the event of an emergency, the lessee will immediately move his equipment as far as possible away from the active runway. Procedures to indicate such an emergency will be formulated by the Base Civil Engineer.

13. Two-Way Communication Equipment: All two-way communication equipment, two-way radios, citizens band radios, radiotelephones, etc., in vehicles used by the lessee or his employees while on the Base must be registered with the Base Land Mobile Radio (LMB). The registration must be done at the time of obtaining decals for the vehicle or immediately after the installation of the above described communication equipment in the vehicles that have decals.

14. Security: All lessees' or employees entering the installation will be processed IAW Integrated Defense Plan. Individuals will be ID proofed, vetted, and issued a pass by Gate 2 personnel or be under escort at all times.

a. Lock and Key Control. Lessee will notify 319 SFS for entry through the installation perimeter gates if not using the two established gates for entry; East Main Gate and South Commercial Gate. Lessees' or contractor will have proper credentials prior to being allowed entry onto the installation and be subject to a search.

**EXHIBIT “B” ATTACHED TO AND MADE  
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b. Lessee will coordinate entry onto the installation with 319 SFS/S5 at 747-4234 or 5954, 0730 – 1500 hours, Monday through Friday, at least 24 hours prior to entry if using a special purpose gate for entry. Otherwise, entry will be through South Commercial Gate.

c. Lessee will require authorization from owning unit to enter the Protection Level 4/Controlled areas (flightline and munitions area) before entry unless being escorted by owner/user IAW Integrated Defense Plan.

d. Transmission of any information concerning Grand Forks Air Force Base or its mission is against Federal regulations. Each lessee will be required to sign an agreement that neither he nor any of his employees will transmit information about the base.

15. Crop Production to be allowed: The lessee will be allowed to harvest the designated area for hay crop only as shown in **Exhibit “A.”**

16. Deer & wildlife removal to be allowed: Hay lease areas shall be subject to deer and wildlife removal as needed to protect the airfield, and allow installation hunting programs to flourish. Deer hunting will occur during normal hunting season, and/or by special permit as needed from the US Fish and Wildlife Service. Should the installation require a special permit for deer removal, the hay lessee shall be notified of this activity. Normal hunting operations during the deer archery season will occur without notification to the hay lessee on leased property.

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**EXHIBIT “B” ATTACHED TO AND MADE  
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**NOTE TO LEASE APPLICANTS:** The Environmental Baseline Survey (EBS) will be attached to the lease here as **EXHIBIT “C.”**

**EXHIBIT “C” ATTACHED TO AND MADE  
A PART OF NO. USAF-AMC-JFSD-16-2-0393**

**APPLICATION FOR LEASING UNITED STATES REAL PROPERTY AT  
GRAND FORKS AIR FORCE BASE, GRAND FORKS, NORTH DAKOTA**

**TO: District Engineer  
Omaha District, Corps of Engineers  
ATTN: CENWO-RE-M  
1616 Capitol Avenue  
Omaha, Nebraska 68102-4901**

**DATE:** \_\_\_\_\_

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-0005, dated April 29, 2016, for the leasing of property at Grand Forks Air Force Base, Grand Forks, North Dakota, 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	643	Hay Crop	1 Jun 2016 to 28 Feb 2021	\$ _____

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

Lease applicant represents: (a) that he  has  has not employed or retained any company or persons (other than a full-time bona fide employee working solely for the lease applicant) to solicit or secure this contract, and (b) that he  has  has not paid or agreed to pay to any company or persons (other than a full-time bona fide employee working solely for the lease applicant) any fee, commission, percentage, or brokerage fee, contingent upon or relating to (a) and (b) above as requested by the U. S. Army Corps of Engineers, Omaha District, Real Estate Division, 1616 Capitol Avenue, Suite 9000, Omaha, Nebraska 68102-4901. **(Lease applicant will check the appropriate boxes in the above statement.)**

(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)

---

## 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)