

Notice of Availability for Leasing Government Property

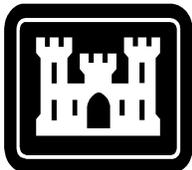
Notice No. DACA45-15-B-RE-0004

For Leasing Real Property of the United States
For Agricultural Crops and Hay Purposes

**MEAD TRAINING SITE
MEAD, NEBRASKA**

SEALED APPLICATIONS WILL BE OPENED

DATE: Thursday, 19 February 2015
TIME: 10:00 a.m., Local Time
LOCATION: Atlas Readiness Center
789 County Road J, Classroom B, Room 140
Yutan, Nebraska 68073



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 FOR THE MEAD TRAINING SITE, SAUNDERS COUNTY, NEBRASKA, WITH DEBORAH BOEHNE, U.S. ARMY CORPS OF ENGINEERS, AT 402-995-2873.

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

TERMS: Nine (9) tracts are available for a term of five (5) hay / row crop years. The first year of the lease will begin 1 March 2015 and end 29 February 2016. 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.

CHARGE FOR LATE PAYMENT OF RENT: See Condition No. 2 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(s) 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 MEAD TRAINING SITE, SAUNDERS COUNTY, NEBRASKA, 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:

Army Reserve Training Site: Deborah Boehne (Tracts 1-7). Deborah Boehne's address is 1616 Capitol Avenue, Ste 9000, Omaha, NE; phone number is (402) 995-2873.

Nebraska Army National Guard: SGM Mark Felker (Tracts 8-9). SGM Mark Felker's address is 2433 NW 24th Street, Lincoln, NE; phone number is (402) 309-8466.

Both may be reached between the hours of 7:30 a.m. and 3:00 p.m. daily, Monday through Friday, except holidays, 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 units.

DAMAGE OR DESTRUCTION OF GOVERNMENT PROPERTY: See Condition No. 10 of the 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 premises are subject to joint and concurrent use by the U.S Army Reserve or the Nebraska National Guard used as a dedicated maneuver training area. Military training may cause damage to crops.

100 YEAR FLOOD PLAIN: These tracts are located outside the 100 year flood plain.

NOTICE OF AVAILABILITY
FOR LEASING REAL PROPERTY OF THE UNITED STATES
MEAD TRAINING SITE, SAUNDERS COUNTY, NEBRASKA

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

Notice No. DACA45-15-B-RE-0004

Date: 3 February 2015

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, 1616 Capitol Avenue, Omaha, Nebraska 68102-4901, until 9:00 a.m., local time, Thursday, 19 February 2015. Hand Delivered bids must be received **prior** to the Bid Opening. All bids will be publicly opened in Classroom B, Room 140, Atlas Readiness Center, 789 County Road J, Yutan, NE 68073 at 10:00 a.m., for the leasing of the following described Government property.

1. Property to be Leased.

a. Location, Term and Description.

Seven (7) tracts of land, located within the boundaries of the Army Reserve Training Site, Mead, Nebraska.

Tracts	Purpose	Acreage	Term
1 & 5	Haying	See Lease Application	1 March 2015– 28 February 2020
2, 3, & 7	Row Crop	See Lease Application	1 March 2015– 28 February 2020
4	Haying	See Lease Application	1 March 2015– 28 February 2020
6	Haying	See Lease Application	1 March 2015– 28 February 2020

Two (2) tracts of land within the boundaries of the Nebraska National Guard Site, Mead, Nebraska.

Tracts	Purpose	Acrease	Term
8	Haying	See Lease Application	1 March 2015– 28 February 2020
9	Haying	See Lease Application	1 March 2015– 28 February 2020

b. Tract Management Plans. 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. Installation maps showing the locations of the tract(s) of land available for leasing are attached to the enclosed Army lease form as **Exhibits “A-1 or A-2.”**

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

2. Purpose of Leasing. The property will be leased for hay and row crop purposes 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 Crop Purposes” will be modified as indicated on the attached sample lease, specifically, Condition Nos. 31 and 32 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 2015 and ending 29 February 2020, 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 and Special Conditions, **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 that there is no warranty of any character other than that expressly stated in this NOA.

e. **Inspection of Property.** Arrangements to inspect the tracts offered herein may be made for: Army Reserve Local Training Site (Tracts 1-7), Deborah Boehne (402) 995-2873; Nebraska Army National Guard (Tracts 8-9), SMG Mark Felker (402) 309-8466. Both may be reached between the hours of 7:30 a.m. and 3:00 p.m. daily, Monday through Friday, except holidays.

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) Lease applications may be submitted for one, several, or all tracts; if there are multiple tracts offered, a separate annual amount must be offered for each tract. (Lump-sum lease applications covering more than one or all tracts will not be considered.)

(3) 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.

(4) If lease applications for two or more items or tracts are designated as “first choice,” “second choice,” etc., said designations will be regarded as manifesting the intention of the lease applicant to enter into a lease for no more than one tract with the Government. In the event that lease applications so designated and submitted by the same lease applicant are determined to be the highest annual rental offer on two or more items or tracts, the order of preference as indicated by the designations will determine which lease application will be accepted, to the extent that it is in the best interest of the Government to honor said preference.

(5) The decision of the Contracting Officer representing the United States shall be final and without recourse and no lease applicant shall have the right to appeal there from, 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 office of the U.S. Army Corps of Engineers, Omaha District, Real Estate Division, ATTN: CENWO-RE-M (Debbie Boehne), 1616 Capitol Avenue, Omaha, Nebraska 68102-4901, telephone 402-995-2873; or from the Nebraska Army National Guard, SMG Mark Felker, 402-309-8466.

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.**

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 sheet 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:

RETURN ADDRESS OF LEASE APPLICANT

**SEALED LEASE APPLICATION FOR LEASE OF PROPERTY AT
MEAD TRAINING SITE, MEAD, NEBRASKA**

NOTICE NO. DACA45-15-B-RE-0004

TO BE OPENED:

DATE: Thursday, 19 February 2015

TIME: 10:00 a.m., local time

LOCATION: Atlas Readiness Center

**789 County Rd J, Classroom B, Room 140
Yutan, NE 68073**

TO: District Engineer

**Omaha District, Corps of Engineers
ATTN: CENWO-RE-M (D. Boehne)
1616 Capitol Avenue, Suite 9000
Omaha, NE 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. Deborah Boehne, Realty Specialist, telephone 402-995-2873 or at deborah.s.boehne@usace.army.mil.

Data Required by the Privacy Act of 1974: The personal information requested in the NOA 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.

**DEPARTMENT OF THE ARMY LEASE
FOR AGRICULTURAL ___ PURPOSES
LOCATED ON
MEAD TRAINING SITE,
MEAD, NEBRASKA**

Tract __, __ 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 **Exhibits “A-1” or “A-2,”** hereinafter referred to as the premises, for ___ **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, **Exhibits “C-1” or “C-2,”** 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) ___ crop-years**, beginning **1 March 2015** and ending on **29 February 2020**, but revocable at will by the Secretary. **The first crop-year will begin 1 March 2015 and end 29 February 2016; subsequent crop-years will begin on 1 March and end on 28/29 February.**

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. After the first crop year; the subsequent annual rent payments are due on the 1st of March.

b. All rent and other payments due under the terms of this lease must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982 (31 U.S.C. Section 3717). This statute requires the imposition of an interest charge for the late payment of debts owed to the United States; an administrative charge to cover the costs of processing and handling delinquent debts; and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of rent. Interest will accrue from the due date. An administrative charge to cover the cost of processing and handling each late payment will also be imposed.

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

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

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the lessee, to _____, 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 notice and correspondence shall include the instrument number (Lease No. DACA45-1-15-601X). 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 **Installation Commander**, Mead Training Site, Saunders County, 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 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 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

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. § 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim," as used in this clause, means a written demand or written assertion by the lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the lessee. However, a written demand or written assertion by the lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payment that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

c. (1) A claim by the lessee shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the lessee shall be subject to a written decision by the District Engineer.

(2) For lessee claims exceeding \$100,000, the lessee shall submit with the claim a certification that:

(i) The claim is made in good faith;

(ii) Supporting data is accurate and complete to the best of the lessee's knowledge and belief; and

(iii) The amount requested accurately reflects the lease adjustment for which the lessee believes the Government is liable.

(3) (i) If the lessee is an individual, the certificate shall be executed by that individual.

(ii) If the lessee is not an individual, the certification shall be executed by:

(A) A senior company official in charge at the lessee's location involved; or

(B) An officer or general partner of the lessee having overall responsibility of the conduct of the lessee's affairs.

d. For lessee claims of \$100,000 or less, the District Engineer must, if requested in writing by the lessee, render a decision within 60 days of the request. For lessee-certified claims over \$100,000, the District Engineer must, within 60 days, decide the claim or notify the lessee of the date by which the decision will be made.

e. The District Engineer's decision shall be final unless the lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the lessee is submitted to the District Engineer or a claim by the Government is presented to the lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certification described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from: (1) the date the District Engineer received the claim (properly certified if required); or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as provided in the Act, which is applicable to the period during which the District Engineer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the lessee will have interest and penalties as set out in the Condition on **CONSIDERATION**.

h. The lessee shall proceed diligently with performance of the lease, pending final resolution of any request for relief, claim, appeal, or action arising under the lease, and comply with any decision of the District Engineer.

22. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the premises against pollution of its air, ground and water. The lessee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this lease. The lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from activities of the lessee, the lessee shall be liable to restore the damaged resources.

c. The lessee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

23. HISTORIC PRESERVATION

The lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

24. SOIL AND WATER CONSERVATION

The lessee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon the premises at the beginning of or that may be constructed by the lessee during the term of this lease, and the lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the lessee shall be corrected by the lessee as directed in writing by the District Engineer.

25. TAXES

Any and all taxes imposed by the state or its political subdivisions upon the property or interest of the lessee in the premises shall be promptly paid by the lessee. If and to the extent that the property owned by the Government is later made taxable by state or local governments under an Act of Congress, the lease shall be renegotiated.

26. COVENANT AGAINST CONTINGENT FEES

The lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees or established commercial or selling agencies maintained by the lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

27. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this lease or to any benefits to arise 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.

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).

Prior to the execution of this lease, the following site specific Condition Nos. 31 through 35 were added:

31. 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.

32. The entire leased premises are subject to joint and concurrent use by the U.S Army Reserve or the Nebraska 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 U.S. Army Reserve or the Nebraska National Guard. In addition, no equitable adjustment in rental shall be made pursuant to Condition No. 11 of this lease if the U.S Army Reserve or the Nebraska National Guard is exercising its right of joint and concurrent use for troop training on all or a portion of the leased premises.

33. Concerning the ARC/PLC Election Requirement in the Farm Bill of 2014, the lessee agrees to "Elect" the same ARC/PLC option that is selected and Elected by the Government.

34. The lessee shall comply with the mowing requirements established in the Land Use Regulations and Special Conditions attached as Exhibit "B." In the event that the lessee fails to comply with the mowing requirements established in the Land Use Regulations and Special Conditions, 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 Land Use Regulations may result in termination of the lease.

35. The lessee shall not initiate work on any special project required under the terms of the Tract Management Plan (Exhibit "C") to this lease, until a rental abatement credit amount has been approved by the Government and the lessee is notified of the credit amount in writing.

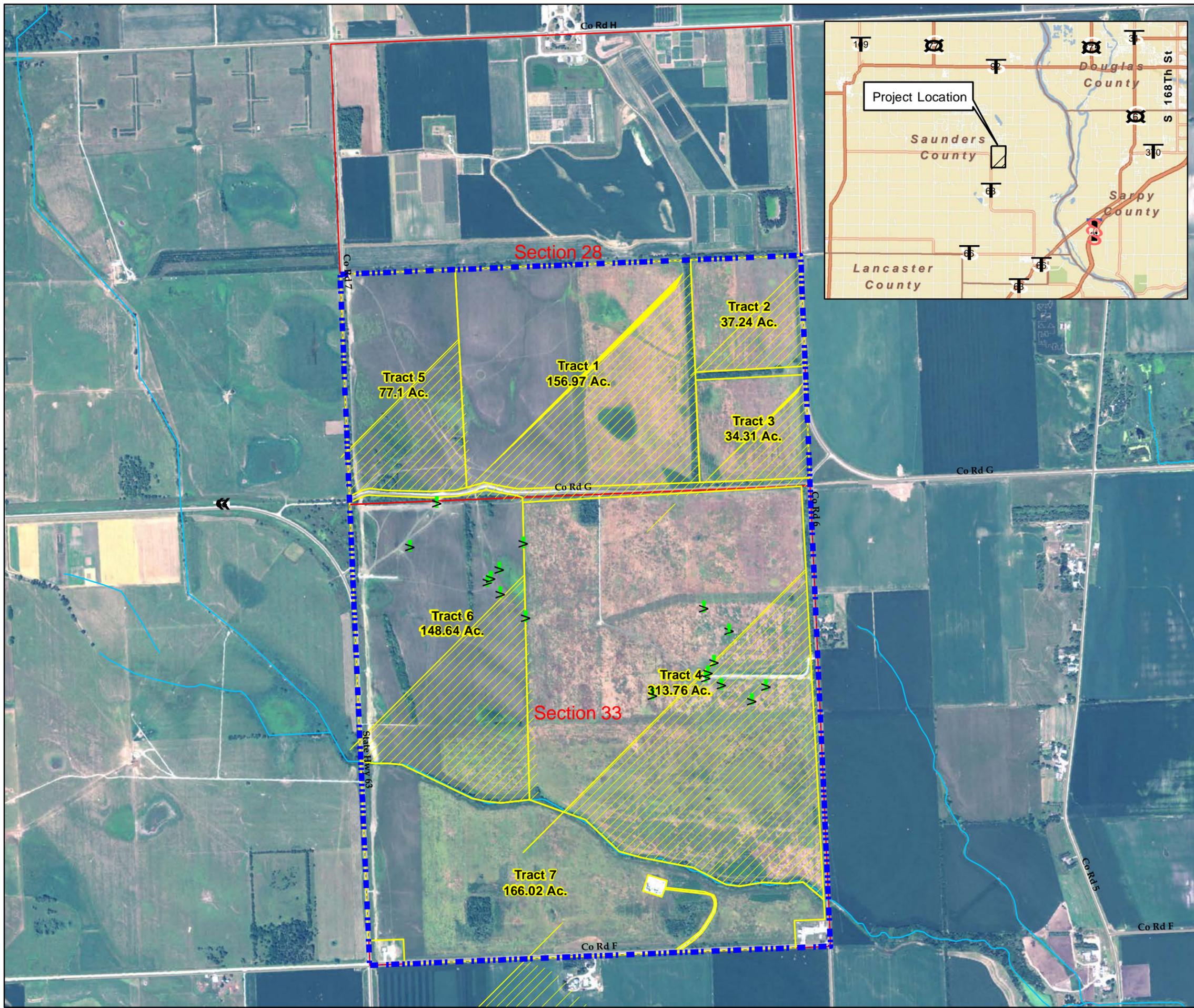
THIS LEASE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the Army this _____ day of _____, 2015.

DAVID V. CHIPMAN
Chief, Real Estate Division
Real Estate Contracting Officer

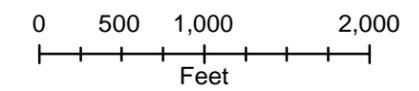
THIS LEASE is also executed by the lessee this _____ day of _____, 2015.

USAR Outdoor Training Area Mead, Nebraska



T14N,R9E
6th Principal Meridian

- Wells
- Creeks & Streams
- Railroads
- Roads
- USAR Boundary
- Lease Tracts
- Sections

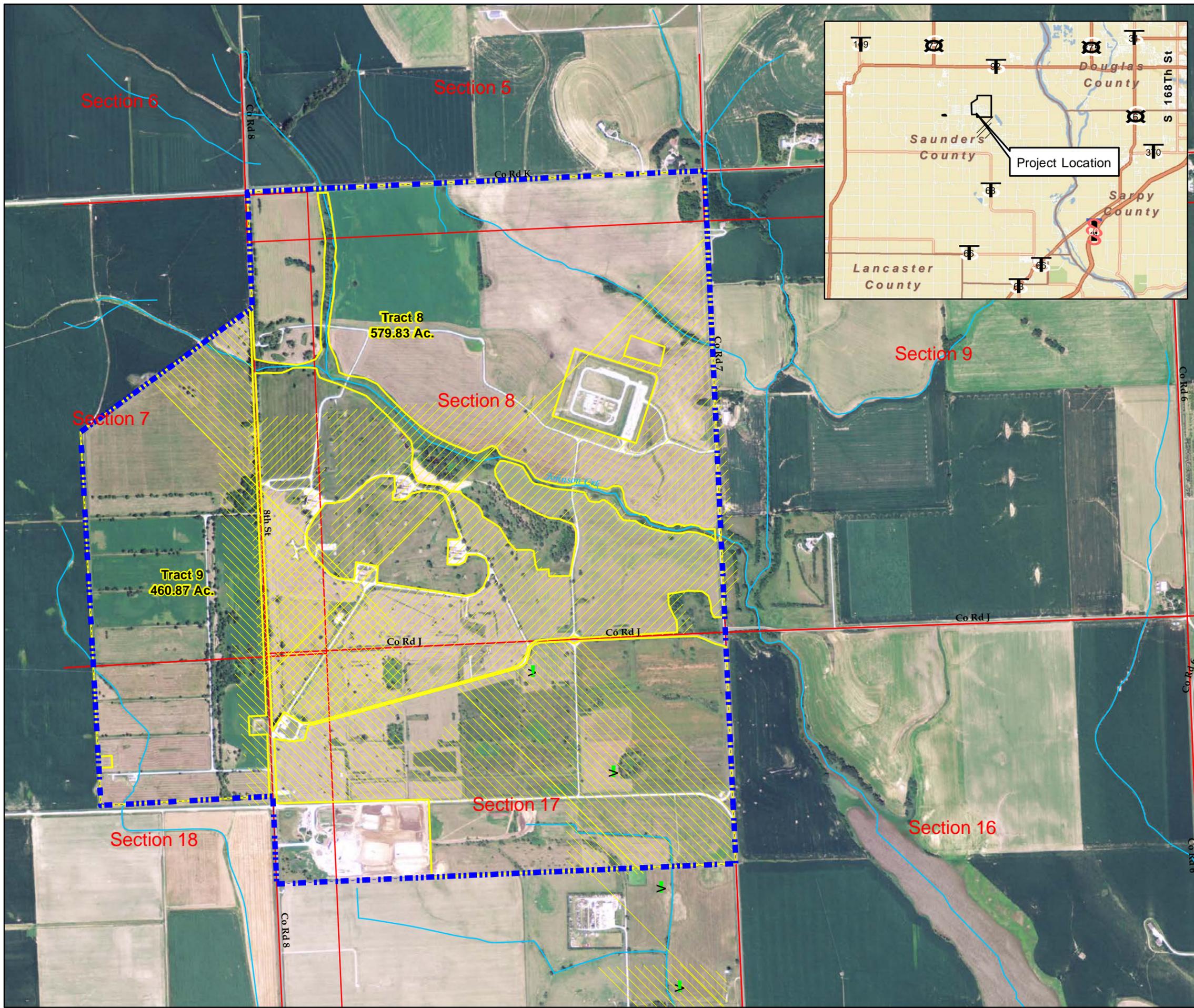


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Real Estate CENWO-RE-S	
Produced By: Jesse Otterson	 US Army Corps of Engineers ® Omaha District
Production Date: December 19, 2014	
Revised By:	
Revision Date:	
File Location: (regis1)\re2\jesse\USAR_Mead\FY15_Ag_Lease_NOA\Ag_Lease_NOA.mxd	

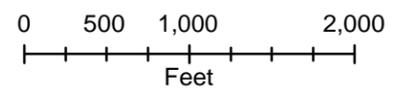
EXHIBIT "A-1" ATTACHED TO AND
MADE A PART OF DACA45-15-B-RE-0004

Mead ARNG Site Mead, Nebraska



T14N,R9E
6th Principal Meridian

- Wells
- Creeks & Streams
- Railroads
- Roads
- ARNG Site Boundary
- Tract 8 (579.83 Acres)
- Tract 9 (460.87 Acres)
- Sections



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Real Estate CENWO-RE-S	
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Revised By:	
Revision Date:	
File Location: (regis1):\\re2\jesse\HTRW\Mead\FY15_Ag_Lease_NOA\Ag_Lease_NOA.mxd	

EXHIBIT "A-2" ATTACHED TO AND
MADE A PART OF DACA45-15-B-RE-0004

**LAND USE REGULATIONS AND SPECIAL CONDITIONS
ARMY RESERVES AND NEBRASKA NATIONAL GUARD
TRAINING SITES MEAD, NEBRASKA**

1. The lessee agrees to conduct all farming and haying operations in accordance with the Land Use Regulations and Special conditions set forth herein, in accordance with the General Land Use Directives and the Individual Tract Management Plan (Exhibits “C-1” or “C-2”), made a part hereof.
2. The lease tract(s) described herein is first and foremost a Military Training Site and as such, its primary purpose is to facilitate the training of soldiers. Any damage to the area resulting in a loss of all or a portion of the row or hay crop, caused by or created as a result of the training conducted, maintenance activities, or installation operations on the lease tract(s), will not be considered the liability of the United States Government, United States Army, Army Reserves, Army Corps of Engineers, State of Nebraska, or the Nebraska Army National Guard.
3. Lease operations are to be carried on within the limits of the Mead Training Site(s). The access, use and occupation of the premises leased shall be subject to the general supervision and approval of the officer having immediate jurisdiction over the property and such rules and regulations regarding ingress, egress, safety, sanitation, and security as may be prescribed by the officer.
4. **VERBAL AGREEMENTS WILL NOT BE HONORED.** Any change in the Tract Management Plan, i.e., Exhibits “C-1” or “C-2” crop changes, maintenance requirements, etc., must be approved in writing by the Omaha District, Corps of Engineers, Real Estate Division, 1616 Capitol Avenue, Suite 9000, Omaha, Nebraska 68102-4901. Any such agreement will be finalized in writing in the form of a “supplemental agreement” to the lease or a letter from the Contracting Officer.
5. The Tract Management Plan(s) (Exhibits “C-1” or C-2”) is to be followed and is made a part of the lease. The plan covers such requirements as:

- Crop Selection
- Soil Testing
- Fertilizing
- Chemical Applications
- Vegetation Management
- Mowing and Road Gravel

Lessee acknowledges that the requirements set forth in the Tract Management Plan(s) (Exhibits “C-1 or C-2”) 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.

6. Only Environmental Protection Agency approved pesticides will be allowed. EPA approved **pesticides** may be banned from use on Government property during the lease period. Should the EPA ban the production of a pesticide, but not its use, the use of that pesticide on the Installation will be prohibited. Safety Data Sheets (SDSs) (formerly MSDSs or Material Safety Data Sheets) for pesticides being applied will be carried in the field during application.

Prior to **April 1st** of each year, the lessee will provide the Facilities Manager/Representative a pesticide use proposal (PUP) on the form provided. Pesticides listed in the PUP will not be applied until approved for use. The lessee shall also report, using the Department of Defense Form 1532-1, available through the Facilities Manager/Representative, by the first of each month, any chemicals used, rates applied, total amounts used, etc., during the preceding month.

The lessee assumes full responsibility for applications of herbicides, pesticides, or any other chemicals. Damage resulting from the use of pesticides by the lessee, either to the leased premises, adjacent property, and/or life shall be a lessee responsibility. Care will constantly be exercised in the mixing and usage of agricultural chemicals. Empty containers and excess material will be removed daily from the Installation.

- Pesticides with a high potential of carryover will not be used the last year of the lease.
- Pesticides will only be applied from a half-hour after sunrise to a half-hour prior to sunset.
- Pesticides will not be applied when wind the speed exceeds 10 miles per hour.
- The aerial application of any pesticide is prohibited.

In the case of any **chemical spill**, call Facilities Manager/Representative. The lessee will incur the cost of cleaning up the spill and any regulatory fines associated with the spill.

7. Work requirements of the lease and as further specified in the Land Use Regulations and Special Conditions, as well as the Tract Management Plan herein, are a part of and in addition to the annual rental consideration. The lessee will be required to pay the fair market value, as determined by the District Engineer, of any work not performed in accordance with the provisions of the lease; as well as subjecting the lease to revocation.

8. The lessee will control noxious weeds. Noxious weeds will be controlled at or prior to the flowering stage. If the lessee fails to **control noxious weeds** within the lease tract and/or field borders, the Government, at its option, may have the noxious weeds controlled and the lessee shall immediately reimburse the Government for its incurred costs to control said noxious weeds.

9. The lessee will be responsible for costs to repair **damage to the installation, including signs and posts** caused by lessee activities. All tractors actively involved in mowing activities will be equipped with rollover protection.

- **Lessee will mow idle fields bi-annually by July 15th and October 1st, unless stated otherwise in the individual Tract Management Plan.**

The Government may mow for the lessee or terminate the lease if the lessee does not accomplish the **mowing requirements** in the lease. The present charge for mowing is about \$50.00 per acre. This is not a fixed price and the price can change at any time without notifying the lessee prior to mowing. The lessee shall immediately reimburse the Government for incurred mowing costs.

10. **REDUCED TILLAGE:** After planting no less than 15% of the ground will be covered by residue, except for the following reasons with Management Agronomist approval: planting small grains or hay, grass waterway work, erosion repair, field tile and terrace work, testing of archeological sites and/or crop failure.

11. **CONSERVATION TILLAGE:** After planting no less than 25% of the ground will be covered by residue, except for the following reasons with Management Agronomist approval: planting small grains or hay, grass waterway work, erosion repair, field tile and terrace work, testing of archeological sites and/or crop failure.

12. **MINIUMUM TILLAGE:** After planting no less than 35% of the ground will be covered by residue, except for the following reasons with Management Agronomist approval: planting small grains, grass waterway work, erosion repair, field tile and terrace work, testing of archeological sites and/or crop failure.

13. No fall tillage or any tillage deeper than 7” will be allowed without the written approval from the Management Agronomist.

14. Lessees will not **store equipment** on the installation. However, the lessee may leave equipment overnight in times of busy operations (planting, harvesting, etc.). The lessee may also leave equipment if the ground is too wet to move the equipment. The lessee must remove the equipment as soon as the ground dries up sufficiently to allow movement of the equipment.

15. **Annual rental payments** are due prior to **March 1st**. On or about **April 1st** access to the installation will be denied for lessees who’s rental payment was not received by the U.S. Army Corps of Engineers prior to **April 1st**.

16. The lessee and his employees, visitors, or other personnel will comply with all installation safety and security regulations. Nebraska Army National Guard (NEARNG) Regulation 385-63 is available at the Facilities Maintenance Manager’s office at the Mead Training Site.

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**ARMY RESERVES
MEAD LOCAL TRAINING AREA
SAUNDERS COUNTY, NEBRASKA**

HAYING / ROW CROP TRACT MANAGEMENT PLAN

I. GENERAL:

A. LOCATION: The lease Tract(s) area is located within the boundaries of the USAR Mead LTA Site, as shown and/or described on Exhibit “A” to Lease DACA45-1-15-60XX, referred herein as the “Demised Land.”

B. TRACT DESCRIPTION: The Demised Land Tract(s) consists of approximately XXX gross acres of haying / row crop land. The tract(s) is presently in grasses and forbs with small areas of brush, wetlands, and hedge rows.

C. AS IN-KIND SERVICES, the lessee shall perform the following conditions in Paragraphs II. B.; II. C.; and II. D.

II. LAND MANAGEMENT:

A. LEASE USE:

1. Lessee’s haying operation shall not hinder or interfere with the U.S. Army Reserves (USAR) training activities. Haying activities conducted on the Demised Land must be coordinated with the local USAR unit representative, Scott Monzon, 402-721-4786, Ext. 4701.

2. Tracts 2, 3, & 7 will be planted to meet the requirements of Conservation Tillage (25% residue after planting) in the Land Use Regulation.

Crop Year	Row Crop	Cover Crop
Alternating Years	Oats or Spring Wheat	Inter-seeded Red Clover or Alfalfa
Alternating Years	Corn	Winter Rye
Alternating Years	Soybeans	Spring Oats
Last Year	Soybeans	None Required

3. Crops acceptable for use on the Tracts(s) are existing/native grasses and/or Roundup Ready alfalfa. Lessee is to notify the program manager of his planting proposal prior to planting. The proposal must be preapproved before planting operations begin. Seed mixes must meet or exceed weed seed count required by the State of Nebraska Department of Agriculture.

4. Lessee will **not be allowed to cut hay between 1 April and 1 July** of each year. This is a legal requirement of the Migratory Bird Treaty Act (MBTA) and must be observed. The lessee is **required** to cut one (1), and up to three (3) hay cuttings, prior to the 15th of September of each year. NO grass shall be left for a seed crop. All idle grounds and areas (non-wetlands) will be mowed prior to 15th of September.

5. To preclude any conflicts with military training, all hay bales will be moved and stacked to the Demised boundary along the county roads, within ten (10) days of baling. Hay bales remaining on the Demised Land thirty (30) days after cutting and baling or stacking will constitute a violation of the lease. Bale(s) may be removed and stored by the Government at the lessee's expense.

6. Extensions to the above time limitation need to be requested in writing from the Corps of Engineers, Omaha District. An extension will only be considered if inclement weather would cause damage to the Demised Land when removing the hay.

7. **Termination or Expiration of Lease:** At the Expiration or Termination of the lease Contract, the lessee will be required to plow and disc the tract(s) and then plant the tract(s) with a mix of native species of grasses and forbs at a rate of 20 pounds/acre. Seed mix must be approved by program manager prior to planting.

B. WEED CONTROL:

1. **NOXIOUS WEEDS:** An active and effective weed control program must be conducted on the entire tract(s) at the lessee's expense. **Twice a year**, at the minimum, the lessee will clear, mow, and/or spray (as necessary) all noxious weeds, including but not limited to Musk Thistle, Field Bindweed, Leafy Spurge, and Sunflowers.

2. **CONTROL OF NOXIOUS WEEDS:** 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 the eradication of weeds." [See *Neb. Rev. ST., 1943, s 2-953 (2) (b)*].

3. **REPORTING APPLICATIONS OF CHEMICALS:** Prior to the application of insecticides, herbicides, and other agricultural chemicals, the lessee shall contact the 88th RSC Natural Resources Management Branch, 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.

4. **CARE IN HANDLING:** 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.

5. **FAILURE TO CONTROL:** 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 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.

6. **ADDITIONAL RESTRICTIONS:**

- a. No aerial applications.
- b. No applications within a 25 foot buffer zone along hedge rows and delineated wetland areas.
- c. No applications in gusty winds or when winds exceed 10 mph.
- d. No applications that will result in drift.
- e. Herbicide application will be limited to between 30 minutes after sunrise and 30 minutes before sunset.
- f. In the event of a chemical spill, the lessee will immediately notify the 88th RSC, DPW Environmental Division Natural Resources Management Branch at (815) 423-6907. The lessee will incur all costs associated with cleaning up any spill and pay any fines associated with a spill.

C. SOIL TESTING/RESULTS:

1. The lessee shall conduct a soil testing “Complete test S3C with Recommendations” to determine any soil deficiencies or excesses in the Macro and Micronutrient level. The lessee, at a minimum will collect, map, label, and test four separate locations within the Tract(s)/Demised area each year of the lease.

2. Lessee will send the Soil samples to a facility that has been approved by the 88th RSC Natural Resources Management Branch, or by U.S. Army Corps of Engineers, Omaha District.

3. An original copy of the results obtained from the soil testing facility will be forwarded directly from the soil testing facility to the 88th RSC Natural Resources Management Branch at (815) 423-6907, and the U.S. Army Corps of Engineers, Omaha District.

4. The Natural Resources Management Branch Manager will utilize results obtained from the soil testing to determine if fertilization is required.

5. The lessee shall apply the determined fertilizer containing the Macro and Micronutrients to the soils in accordance with the results and recommendations made by the soil testing laboratory and the Natural Resources Management Branch. This fertilization shall be done each year of the lease.

D. AREAS TO BE MAINTAINED/MOWED AND IN-KIND SERVICES:

1. **ROADSIDE MOWING:** All perimeter roadsides will be mowed twice annually by the lessee. Mowing is to be accomplished by 15 July and 1 October of each year. All road shoulders and ditches around the perimeter of the property up to the fence line will be mowed, as well as a five to ten (5-10) foot wide swath along the inside of the fence line, at a height not to exceed six (6) inches.

2. All interior roads and driving trails will be mowed out to a distance of five to eight (5-8) feet from the road/shoulder.

3. All volunteer trees and brush in the fields, along the fence lines and road ditches will be removed via mowing/cutting/shearing. These clearing operations will be completed by 1 October of each year. Living trees and brush inside of the Windrows and Wetland areas will not be removed. All tree and brush debris will either be removed from the Demised property, or chipped/shredded and thinly spread as organic matter. With approval, as in below condition D. 4, the debris maybe stacked and piled in a pre-approved location, and in an organized manner for immediate burning.

4. Maintenance will not include burning. The use of fire to dispose of any debris or grass is not permitted, unless approved by the 88th RSC Natural Resources Management Branch in writing.

5. **Remove Fencing:** The lessee shall, at his own expense, remove all sections of the remaining fencing found on the premises. All posts, wire, debris, etc., resulting from the removal operations shall be removed from the premises and may be salvaged by the lessee. The fencing surrounding the water treatment/test facilities located on the premises, and the large yellow entrance gate on the east end of the training site, are not included in the fencing removal operations. The lessee will clear all woody vegetation and trees along the fence line (cutting, mowing, shredding, herbicide, etc...) to prepare these areas for the installation of new fencing and gates that will begin during the first option year (2016) of the lease. The lessee will not be required to remove the mowed/shredded material, but must insure that it does not hamper the fence/gate installation or haying operations. **The cleared area will be 20' wide around the entire perimeter of the property (see photos in Attachment 3, page 8).**

6. **Special Project(s) for Rental Abatement Credit:** As per Condition 35. of the lease, with the Government's prior approval, the lessee may do In-Kind Consideration and receive a Rental Abatement Credit towards the rental consideration. All projects will be coordinated and agreed upon by the lessee, COE Project Engineer, and 88th RSC Representative prior to any work being conducted.

a. **Road Maintenance/Improvements:** Road maintenance/improvements will include road grading, repairing potholes, applying gravel as needed, and providing gravel for other projects as needed. These road projects and any additional road projects will be identified at the beginning of the Lease Year (2015), and each subsequent option year of the lease, and will be determined according to the value of the annual in-kind services portion of the lease.

b. **Install Fencing/Gates:** During Option Year #1 (2016), the lessee will install fencing and gates along the South Perimeter (Section No. 1) of the property, as shown on (Attachment 1, page 6). During Option Year #2 (2017), the lessee will install fencing and gates along West Perimeter (Section No. 2). During Option Year #3 (2018), the lessee will install fencing along North Perimeter (Section No. 3). During Option Year #4 (2019), the lessee will install fencing and gates along East Perimeter (Section No. 4). All fencing and gates will be installed according to the same specifications and material used on the Joliet Training Area LTA (Attachment 2, page 7).

7. **Tract #7** –Twice a year, Prior to 15 July and 1 October of each year, the entire MOUT site training area (less than 4 acres located on the south end of the property), will be mowed, cleared, and sprayed as necessary. This includes clearing and spraying around the cargo containers found on site, and mowing five to eight (5-8) feet from both sides of the road/driving path.

E. MACHINERY AND EQUIPMENT:

1. 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 is the responsibility of the lessee.

2. 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.

3. Damage caused to either 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.

4. Lessee will report any spills, regardless of amount, of fuels, lubricants or chemicals, immediately, to the 88th RSC Natural Resources Management Branch at (815) 423-6907, and the U.S. Army Corps of Engineers, Omaha District.

F. WILDLIFE MANAGEMENT: 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 are permitted on any portion of the Training Site.

G. FAILURE TO FULFILL REQUIREMENTS: Violations of any part or provision of the lease, Land Use Regulations and Special Conditions or Tract Management Plan will be deemed sufficient grounds for revocation/termination of the Lease by the government.

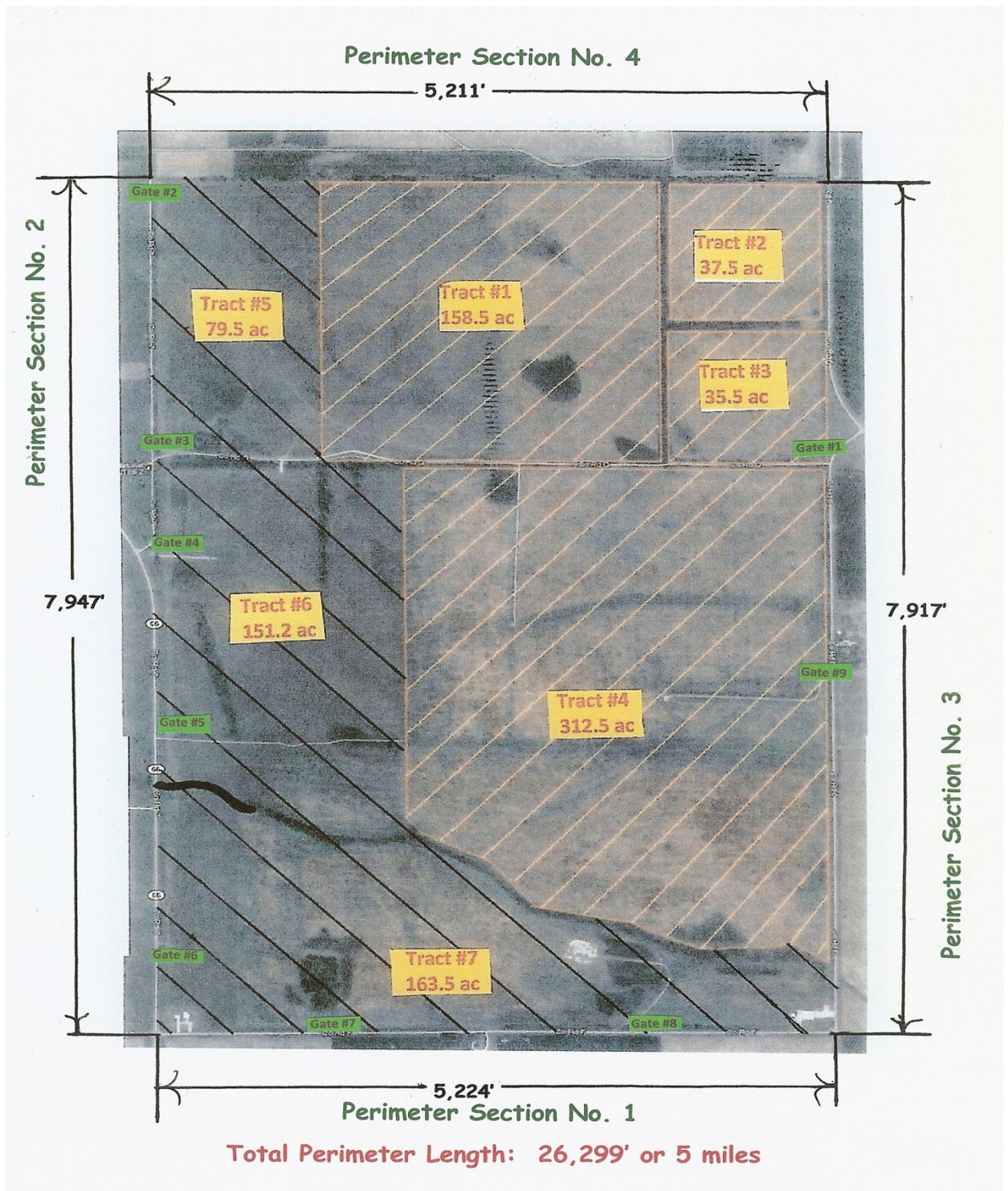




Photo #1 – Gate Latch Type



Photo #2 – 16' Wide Double Gate



Photo #3 – Support Posts and Gate



Photo #4 – Fencing with 20' wide swath



Photo #5 – Support Posts



Photo #6 – Fencing with 20' wide swath

**NEBRASKA ARMY NATIONAL GUARD
MEAD TRAINING SITE
SAUNDERS COUNTY, NEBRASKA**

TRACT MANAGEMENT PLAN

HAYING

I. GENERAL:

A. LEASE PERIOD: The lease will run from 1 March 2015 to 29 February 2020.

B. LOCATION: The hay lease area is located within the boundaries of the Mead Training Site, as shown and/or described on Exhibit "A" to Lease DACA45-1-15-60XX, referred herein as the "Demised Land."

C. TRACT DESCRIPTION: Tract 8 consisting of approximately 579.83 acres of haying land or Tract 9 consisting of approximately 460.87 acres of haying land.

II. LAND MANAGEMENT:

A. LEASE USE:

1. Lessee's haying operation shall not hinder or interfere with the Nebraska Army National Guard (NEARNG) training activities. **Haying activities conducted on the Demised Land must be coordinated with the Facilities Maintenance Manager, Ashland Training Site, Nebraska Army National Guard at (402) 309-7273.**

2. Crops acceptable for use on the Tracts(s) are existing/native grasses and/or Roundup Ready alfalfa. Lessee is to notify the program manager of his planting proposal prior to planting. The proposal must be preapproved before planting operations begin. Seed mixes must meet or exceed weed seed count required by the State of Nebraska Department of Agriculture.

3. All hay will be removed from the Demised Land within thirty (30) days after cutting. Hay remaining on the Demised Land thirty (30) days after cutting will constitute a violation of the lease.

4. Extensions to the above time limitation need to 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 Demised Land a consideration in removing the hay.

5. 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.

6. Lessee is required to take at least one haying off of the Demised Land hay grounds prior to 15 August of each year. NO grass shall be left for a seed crop.

7. Termination or Expiration of Lease: At the Expiration or Termination of the lease Contract, the lessee will be required to plow and disc the tract(s) and then plant the tract(s) with a mix of native species of grasses and forbs at a rate of 20 pounds/acre. Seed mix must be approved by program manager prior to planting.

B. WEED CONTROL:

1. NOXIOUS WEEDS: An active and effective weed control program must be conducted on the entire tract at the lessee's expense. All noxious weeds, including but not limited to Musk Thistle, Field Bindweed, Leafy Spurge, and Sunflowers must be controlled.

2. CONTROL OF NOXIOUS WEEDS: 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 the eradication of weeds." [See *Neb. Rev. ST., 1943, s 2-953 (2) (b)*].

3. REPORTING APPLICATIONS OF CHEMICALS: Prior to the application of insecticides, herbicides, and other agricultural chemicals, the lessee shall contact the CFMO-ENV (ATTN: Environmental Branch 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.

4. APPROVED CHEMICALS: 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.

5. CARE IN HANDLING: 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.

6. FAILURE TO CONTROL: 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 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 a soil testing “Complete test S3C with Recommendations” to determine any soil deficiencies or excesses in the Macro and Micro-nutrient level. The lessee, at a minimum will collect, map, label, and test four separate locations within the Tract(s)/Demised area. At a minimum, the lessee shall conduct the soil testing in February of the second (2nd) year of the lease and again in February of the fourth (4th) year of the lease.

2. Soil samples will be sent to the State Agricultural Department or a facility approved by the Environmental Branch Manager or by U.S. Army Corps of Engineers, Omaha District.

3. An original copy of the results obtained from the soil testing facility will be forwarded directly from the soil testing facility to the Environmental Branch Manager, and the U.S. Army Corps of Engineers, Omaha District.

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. **ROADSIDE MOWING:** All perimeter roadsides will be mowed twice annually by the lessee. Mowing is to be accomplished by 15 July and 1 October of each year. All road shoulders and ditches around the perimeter of the property up to the fence line will be mowed, as well as a five to ten (5-10) foot wide swath along the inside of the fence line. Mowed areas will be maintained at a height not to exceed six (6) inches.

2. All roads and driving trails will be mowed out to a distance of eight (8) feet from the road/shoulder.

3. Burning is not allowed on the Training Site. Maintenance will not include burning. The use of fire to dispose of any debris or grass is not permitted.

4. 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 Facilities 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.

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.

4. Damage caused to either 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.

5. Lessee will report any spills, regardless of amount, of fuels, lubricants or chemicals, immediately, to the Facilities Maintenance Manager. The Facilities Maintenance Manger will, in turn, notify the CRMO-ENV (Environmental Analyst).

F. WILDLIFE MANAGEMENT: 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 are permitted on any portion of the Training Site.

G. FAILURE TO FULFILL REQUIREMENTS: Violations of any part or provision of the lease, Land Use Regulations and Special Conditions or Tract Management Plan will be deemed sufficient grounds for revocation/termination of the lease by the government.

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**APPLICATION FOR LEASING UNITED STATES REAL PROPERTY AT
MEAD TRAINING SITE(S)
MEAD, NEBRASKA**

**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 DACA45-15-B-RE-0004, dated 3 February 2015, for the leasing of property at the Mead Training Site(s), Saunders County, 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.

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(CONTINUED ON OTHER SIDE)

<u>No.</u>	<u>Total Tract Acres</u>	<u>Land Use</u>	<u>Lease Rental Offer Lease Term</u>	<u>**Per Annum</u>
<u>Army Reserves Tracts</u>				
1	156.97	Hay Crop	1 Mar 2015 to	
5	77.1	Hay Crop	29 Feb 2020	\$_____
2	37.24	Row Crop		
3	34.31	Row Crop	1 Mar 2015 to	
7	166.02	Row Crop	29 Feb 2020	\$_____
4	313.76	Hay Crop	1 Mar 2015 to	
			29 Feb 2020	\$_____
6	148.64	Hay Crop	1 Mar 2015 to	
			29 Feb 2020	\$_____
<u>Nebraska National Guard Tracts</u>				
8	579.83	Hay Crop	1 Mar 2015 to	
			29 Feb 2020	\$_____
9	460.87	Hay Crop	1 Mar 2015 to	
			29 Feb 2020	\$_____

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

(CONTINUED ON NEXT PAGE)

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.)

ENCLOSED IS A CHECK OR MONEY ORDER, PAYABLE TO “FAO USAED – OMAHA,” IN THE AMOUNT OF \$ _____ TO COVER THE REQUIRED DEPOSIT, WHICH IS NOT LESS THAN TEN PERCENT (10%) OF THE ANNUAL RENTAL OFFER.

I (we) make this lease application with full knowledge of all the conditions and requirements hereinbefore set forth, and will enter into a written lease within ten (10) days after the date of receipt of written notice of the acceptance of this lease application and a draft of lease for execution.

Lease Applicant Signature

Street Address, Rural Route or Box No.

City, State and Zip Code

Email Address

Weekday Phone No.

Social Security No./Tax Identification No.***

*****Tax I.D. for Corporations - REQUIRED. Applications cannot be accepted without a Social Security Number or Tax Identification Number. Lease applicants consisting of more than one person must provide a Social Security number or Tax Identification number for each person.**

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Lease of Government Property on behalf of the bidder was then

_____ of said Corporation/Organization; that said bid was
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is within the scope of its corporate/organization powers.

(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

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)