

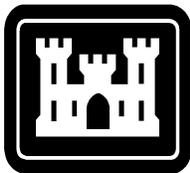
Notice of Availability for Leasing Government Property

Notice No. DACA45-16-B-RE-0002

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

**IOWA ARMY AMMUNITION PLANT
MIDDLETOWN, IOWA**

SEALED APPLICATIONS WILL BE OPENED
DATE: Wednesday, 13 January 2016
TIME: 1:00 p.m., Local Time
LOCATION: Administration Building (Assembly Room) Iowa Army Ammunition Plant 17571 DMC Highway 79 Middletown, Iowa 52638-5000



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 IOWA ARMY AMMUNITION PLANT (IAAAP), MIDDLETOWN, IOWA, LAND MANAGER, JOE HAFFNER, TELEPHONE (319) 753-7903 OR LORI WARNER, U. S. ARMY CORPS OF ENGINEERS, TELEPHONE (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 each tract.

TERMS: Twenty-four (24) leases are available for row crop, hay, and grazing purposes. Leases will be for a term of one (1), two (2), three (3), four (4) or five (5) years. All leases are to commence on 1 March 2016 for the terms shown below:

<u>Tracts</u>	<u>Acreage</u>	<u>Term</u>
7	See Lease Application	1 years - 1 March 2016 through 28 February 2017
17	See Lease Application	1 years - 1 March 2016 through 28 February 2017
21	See Lease Application	1 years - 1 March 2016 through 28 February 2017
47	See Lease Application	1 years - 1 March 2016 through 28 February 2017
121	See Lease Application	2 years - 1 March 2016 through 28 February 2018
3	See Lease Application	3 years - 1 March 2016 through 28 February 2019
5	See Lease Application	3 years - 1 March 2016 through 28 February 2019
15	See Lease Application	3 years - 1 March 2016 through 28 February 2019
28	See Lease Application	3 years - 1 March 2016 through 28 February 2019
16/49	See Lease Application	4 years - 1 March 2016 through 29 February 2020
25	See Lease Application	4 years - 1 March 2016 through 29 February 2020
35	See Lease Application	4 years - 1 March 2016 through 29 February 2020
136	See Lease Application	4 years - 1 March 2016 through 29 February 2020
4	See Lease Application	5 years - 1 March 2016 through 28 February 2021
11	See Lease Application	5 years - 1 March 2016 through 28 February 2021

<u>Tracts</u>	<u>Acreage</u>	<u>Term</u>
12	See Lease Application	5 years - 1 March 2016 through 28 February 2021
23/24	See Lease Application	5 years - 1 March 2016 through 28 February 2021
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27	See Lease Application	5 years - 1 March 2016 through 28 February 2021
30	See Lease Application	5 years - 1 March 2016 through 28 February 2021
33	See Lease Application	5 years - 1 March 2016 through 28 February 2021
40	See Lease Application	5 years - 1 March 2016 through 28 February 2021
44	See Lease Application	5 years - 1 March 2016 through 28 February 2021
111	See Lease Application	5 years - 1 March 2016 through 28 February 2021

***** REQUIREMENT *****

FEES FOR FERTILIZER AND LIME APPLICATIONS: Due to rapidly increasing project costs associated with fertilizer and lime applications, successful lease applicants will be required to contribute funds **IN EXCESS OF THE BASE RENTAL AMOUNT** listed on the lease application. Lessees will be notified of the excess amount due for the impending crop year prior to 1 November of the then current crop year. (For example: Lessees will be notified of fertilizer and lime costs above their base rent for Crop Year 2017 prior to 1 November 2016.) All lease applications submitted in connection with this Notice of Availability should take this policy into account. Where fertilizer and lime fees are known for an offered tract, those costs are set forth on the lease application form. Bid amounts should take these amounts into consideration, **BUT SHOULD NOT INCLUDE THEM AS PART OF THE TOTAL AMOUNT BID.** Applicants with questions regarding this matter should not hesitate to contact either Joe Haffner at (319) 753-7903 or Lori Warner at (402) 995-2841.

LATE CHARGE FOR LATE PAYMENT OF RENT: Your attention is called to Condition No. 2.b.(2) of the sample lease provided as Exhibit “A” to this Notice of Availability.

DAMAGE OR DESTRUCTION OF GOVERNMENT PROPERTY: Your attention is called to Condition No. 10 of the sample lease provided as Exhibit “A” to this Notice of Availability.

TERMINATION OF LEASE AT REQUEST OF LESSEE: Your attention is called to Condition No. 18 of the sample lease provided as Exhibit “A” to this Notice of Availability. **All leases past 2015 will be firm two (2) year leases with no option to terminate.** Further, if lessee decides to terminate the lease after the second year, he must do so **in writing at least 90 days prior** to the “yearly rental due date” of 1 March (meaning, **no later than 1 December**) to avoid additional rental payments.

LAND USE REGULATIONS AND SPECIAL CONDITIONS: Your attention is called to Exhibit “B” of the sample lease. These Land Use Regulations and Special Conditions are applicable to all lease units.

IMPORTANT NOTICE: Due to the difficulty the Omaha District has experienced in collecting past due rental payments on agricultural leases during the past several seasons, we have decided to modify our lease revocation policy. If rent due on 1 March is not paid on or before 31 March, your lease(s) may 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 in their possession a fully-executed lease.**

POLICY - AGRICULTURAL LEASE ASSIGNMENTS: All successful lease applicants 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 \$750.00 administrative fee.** Additionally, in the future, all lessees desiring to transfer their lease/leases to another party during the term of the lease will incur a **\$750.00 administrative fee.**

PRELEASING CONFERENCE WITH IAAAP LAND MANAGER: Once the successful applicant has been notified of award, but prior to receiving **possession of** the leased property, the applicant will present his award letter, in person, to the IAAAP Land Manager, Joe Haffner, so that the Tract Management Plan, the General Land Use Directives, and conditions of leasing may be discussed.

FARM BILL OF 2014: Your attention is called to Condition No. 34 & 35 of the sample lease. NOTE: The lessee agrees to “Elect” the same ARC/PLC option that is selected and Elected by the Government.

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 for each tract bid on. The Government reserves the right to reject any lease application which provides for payment of rental on a semiannual or other basis.

APPLICATION FORM AND “CHOICE” SYSTEM: Your attention is called to Paragraph 5.a.(4) of this NOA. When using the included Application for Leasing, bidders are permitted to use “choices.” For example, a bidder may submit bids for three tracts indicating the individual tracts to be his or her first, second, or third choice. If the bidder should submit the high bid for more than one of the tracts for which bids have been submitted, his or her decision to use the “choice” system of bidding will be interpreted as evidencing a desire on their part to be awarded **ONLY ONE TRACT**. Therefore, the bidder will be awarded **ONLY ONE** lease and that will be for their most preferred choice of the tracts for which the bidder has submitted the high bid. **USING THE “CHOICE” SYSTEM DOES NOT MEAN A BIDDER WILL RECEIVE THEIR CHOICE OF TRACTS IF THEY SUBMIT THE HIGH BID FOR ONLY ONE TRACT – YOU CANNOT BE AWARDED A LEASE FOR A TRACT IF YOU HAVE NOT SUBMITTED THE HIGH BID FOR THAT TRACT.**

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.

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NOTICE OF AVAILABILITY

**FOR LEASING REAL PROPERTY OF THE UNITED STATES
IOWA ARMY AMMUNITION PLANT, MIDDLETOWN, IOWA**

District Engineer
Omaha District, Corps of Engineers
c/o Commander
Iowa Army Ammunition Plant
Middletown, Iowa 52638-5000

Date: 4 December 2015

Sealed lease applications, subject to the conditions contained herein, will be received at the Office of the Commander, Iowa Army Ammunition Plant (IAAAP), Middletown, Iowa 52638-5000, until **1:00 p.m.**, local time, **Wednesday, 13 January 2016**, and then publicly opened in the Administration Building, Assembly Room, IAAAP, Middletown, Iowa, for the leasing of the following described Government property.

1. Property to be Leased.

a. Terms: Twenty-Four (24) leases are available for row crop, hay, and grazing purposes. Leases will be for a term of one (1), two (2), three (3), four (4) or five (5) years. All leases are to commence on 1 March 2016 for the terms shown below:

<u>Tracts</u>	<u>Acreage</u>	<u>Term</u>
7	See Lease Application	1 years - 1 March 2016 through 28 February 2017
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44	See Lease Application	5 years - 1 March 2016 through 28 February 2021
111	See Lease Application	5 years - 1 March 2016 through 28 February 2021

All tracts are more particularly described in the individual Tract Management Plan and the Land Use Regulations and Special Conditions for each tract.

b. Map. An Installation Map showing the location of the tracts of land offered for lease is attached to the enclosed Army sample lease form as **Exhibit “A.”**

c. Land Use Regulations and Special Conditions. Land Use Regulations and Special Conditions for the properties offered for lease are attached as **Exhibit “B”** to the sample lease form.

d. Tract Management Plans. Individual Tract Management Plans for each tract offered for lease will be attached to and made a part of the lease as **Exhibit “C.”**

e. 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. All tracts will be leased for **agricultural row crop, hay, and/or grazing 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. Each 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”) for each respective tract, will be attached to the lease and made a part thereof.

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(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 or Grazing Purposes" will be modified as indicated on the attached sample lease, **specifically, Condition Nos. 33, 34, 35, 36, 37, 38, 39 and 40 will be added.**

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

c. Conservation and Crop Limitations. See Land Use Regulations and Special Conditions, Exhibit "**B**," attached to the sample lease form. The Tract Management Plans referred to in paragraph 1 of the said Land Use Regulations and Special Conditions, are available for review in the office of the IAAAP Land Manager, Joe Haffner.

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 tracts offered herein may be made with the IAAAP Land Manager, Joe Haffner, between the hours of 8:00 a.m. and 3:30 p.m., **January 4 through 7, 2016**, or call Mr. Haffner to arrange an alternate time. Mr. Haffner's telephone number is (319) 753-7903.

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 applicants 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 highest 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

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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 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.

(6) Corn, soybeans and winter wheat will not be chopped nor will the stalks, stubble, straw, residue or stover be baled/removed from the leased acres.

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 IAAAP Land Manager, Middletown, Iowa 52638-5000, telephone (319) 753-7903; or from the District Engineer, Omaha District Corps of Engineers, ATTN: CENWO-RE-M (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, **social security number/tax identification number**, 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 a portion of the record of incorporation sufficient to show the official character and authority of the signing officer, duly certified by the secretary or assistant secretary, under the corporate seal, to be a true copy. **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 is 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
IOWA ARMY AMMUNITION PLANT, MIDDLETOWN, IOWA**

DO NOT OPEN IN MAILROOM

NOTICE NO. DACA45-16-B-RE-0002

TO BE OPENED:

DATE: Wednesday, 13 January 2016
TIME: 1:00 p.m., Local Time
LOCATION: Administration Building
(Assembly Room)
17571 DMC Highway 79
Middletown, Iowa

TO: District Engineer
Omaha District, Corps of Engineers
c/o Commander
Iowa Army Ammunition Plant
ATTN: SJMIA-CAN (Joe Haffner)
17571 DMC Highway 79
Middletown, IA 52638-5000

h. **Additional Information.** Any additional information required may be obtained from the office of the District Engineer, Omaha District, Corps of Engineers, Real Estate Division, ATTN: CENWO-RE-M, 1616 Capitol Avenue, Omaha, Nebraska 68102-4901, Lori Warner, Realty Specialist, telephone (402) 995-2841. Ms. Warner can also be contacted via e-mail at 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 downloaded:
<http://www.nwo.usace.army.mil/BusinessWithUs/RealEstate.aspx>

**DEPARTMENT OF THE ARMY LEASE
FOR AGRICULTURAL OR GRAZING PURPOSES
LOCATED ON
IOWA ARMY AMMUNITION PLANT
MIDDLETOWN, IOWA**

(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 Exhibit "A," hereinafter referred to as the premises, for agricultural crops and hay purposes, and in accordance with the Land Use Regulations and Special Conditions as set forth in Exhibit "B" and the Tract Management Plan, Exhibit "C," said exhibits are attached hereto and made a part hereof.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of ____ (__) years, beginning on **1 March 2016** and ending on _____, **20__**, but revocable at will by the Secretary.

2. CONSIDERATION

a. The lessee shall pay rental in advance to the United States in the **base** rental 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, Omaha, Nebraska 68102-4901. **The lessee shall also pay, upon notification, additional fees for fertilizer and lime application. Lessee shall be notified of the amount of the fees for fertilizer and lime application of the impending crop year prior to 1 November of the previous crop year. Payment for fertilizer and lime application fees shall be made as part of the annual rental payment due 1 March of each lease year and shall be tendered as specified above.**

**Exhibit "A" to
Notice No. DACA45-16-B-RE-0002**

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 District Engineer, Omaha District, U. S. Army Corps of Engineers, Real Estate Division, ATTN: CENWO-RE-M, 1616 Capitol Avenue, Omaha, Nebraska 68102-4901, or as may from time to time otherwise be directed by the parties. Any such notices and correspondence shall include the instrument number (Lease No. DACA45-1-16-____). Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary," "District Engineer" or "said officer," includes their duly authorized representatives. Any reference to "lessee" shall include any sublessees, assignees, transferees, successors and their duly authorized representatives.

5. SUPERVISION BY THE INSTALLATION COMMANDER

The use and occupation of the premises shall be subject to the general supervision and approval of the **Installation Commander, Iowa Army Ammunition Plant**, 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

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.

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 only be terminated by the lessee after the first eighteen (18) months of acquiring the lease have passed. At such time, if termination is desired, at least **ninety (90) days (no later than 1 December) notice** must be given, prior to the "yearly rental due date" (1 March), in writing, to the District Engineer. In the case of such termination, no refund by the United States of any rental previously paid shall be made and payment in full of all rent becoming due during the notice period will be required. In the event the effective date of termination occurs after the start of the grazing, planting or harvesting season, as specified in the Land Use Regulations, any rent due for the balance of the annual term or the rental due for the remaining term if the lease is for less than one year, shall be due and payable on or before the date of such termination.

19. PROHIBITED USES

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

b. The lessee shall not construct or place any structure, improvement or advertising sign on the leased premises or allow or permit such construction or placement without prior written approval of the District Engineer.

20. PROTECTION OF NATURAL RESOURCES

The lessee shall use the premises in accordance with the attached Land Use Regulations and shall at all times: (a) maintain the premises in good condition and free from weeds, brush, washes, gullies and other erosion which is detrimental to the value of the premises for agricultural purposes; (b) cut no timber, conduct no mining operations, remove no sand, gravel or kindred substances from the premises; and (c) commit no waste of any kind nor in any manner substantially change the contour or condition of the premises except changes required to accomplish soil and water conservation measures and as may be authorized by said officer.

21. DISPUTES CLAUSE

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

22. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the premises against pollution of its air, ground and water. The lessee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local

governmental agency, are hereby made a condition of this lease. The lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

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

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

23. HISTORIC PRESERVATION

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

24. SOIL AND WATER CONSERVATION

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

25. TAXES

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

26. COVENANT AGAINST CONTINGENT FEES

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

27. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this lease is for the general benefit of such corporation or company.

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 U.S.C. § 403) and Section 404 of the Clean Waters Act (33 U.S.C. § 1344).

31. EXECUTIVE ORDER 13658

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

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

(b) Minimum Wages.

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

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(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 (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

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

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

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

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

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed

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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.

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

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

(i) Certification of Eligibility.

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

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

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

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

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

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

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

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

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

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

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

32. TO HOLD HARMLESS AND INDEMNIFICATION

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

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Prior to the execution of this lease, the following site specific Condition Nos. 33 through 40 were added:

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

34. That it is understood that all or a portion of the leased premises maybe considered highly erodible lands under the provisions of the Farm Bill of 1985, and as amended, to include the Farm Bill of 2014 (Agricultural Act of 2014.) In accordance with that Act(s), an approved conservation plan will be in place and must be actively applied by the lessee to the leased premises. A copy of the approved conservation plan is available in the office of the United States Department of Agriculture, Natural Resources Conservation Service, Burlington, Iowa. Any conservation practices required by the plan may be subject to rental abatement. The rental abatement amount must be approved in advance by the District Engineer and in no event can exceed rental due or to become due for the remaining term of the lease. If the lease is terminated or revoked prior to its expiration date, the lessee shall not be entitled to any payment for unabated amounts.

35. 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.

36. For tracts located within fenced Storage Yards, 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 (Exhibit "B"), 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.

37. In accepting this lease, the lessee agrees that, should a situation arise whereby any livestock belonging to the lessee, or under his control, or on the leasehold by his invitation, remains on the leasehold after the first Sunday in November each year or returns to the leasehold prior to the first Saturday in May each year, in addition to annual rental, trespass charges will be assessed for livestock. Trespass charges will consist of prorated rental charges for the additional days, plus a one-time administrative charge of \$750.00 for each occurrence. Upon receipt of information from the Installation Commander of the lessee's failure to comply with the season limitations and the number of day's violation, billing for additional cash rental will be made by the Omaha District, Corps of Engineers, Omaha, Nebraska. Failure to pay the additional rental within 30 days of receipt of billing or continued failure on the part of the lessee to comply with the lease provisions shall be sufficient grounds for immediate revocation of his lease, and will not relieve the lessee from payment of any monies due and owing the Government.

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38. 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.

39. Corn, soybeans and winter wheat will not be chopped nor will the stalks, stubble, straw, residue or stover be baled/removed from the leased acres.

40. The lessee will pay an administrative fee (up to a maximum of \$3,500 for a supplemental agreement) for any unauthorized changes to the lease, Exhibit "B" (Land Use Regulations) plus any crop adjustment fee for changes to Exhibit "C" (Tract Management Plan).

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

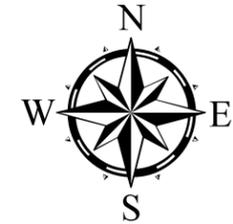
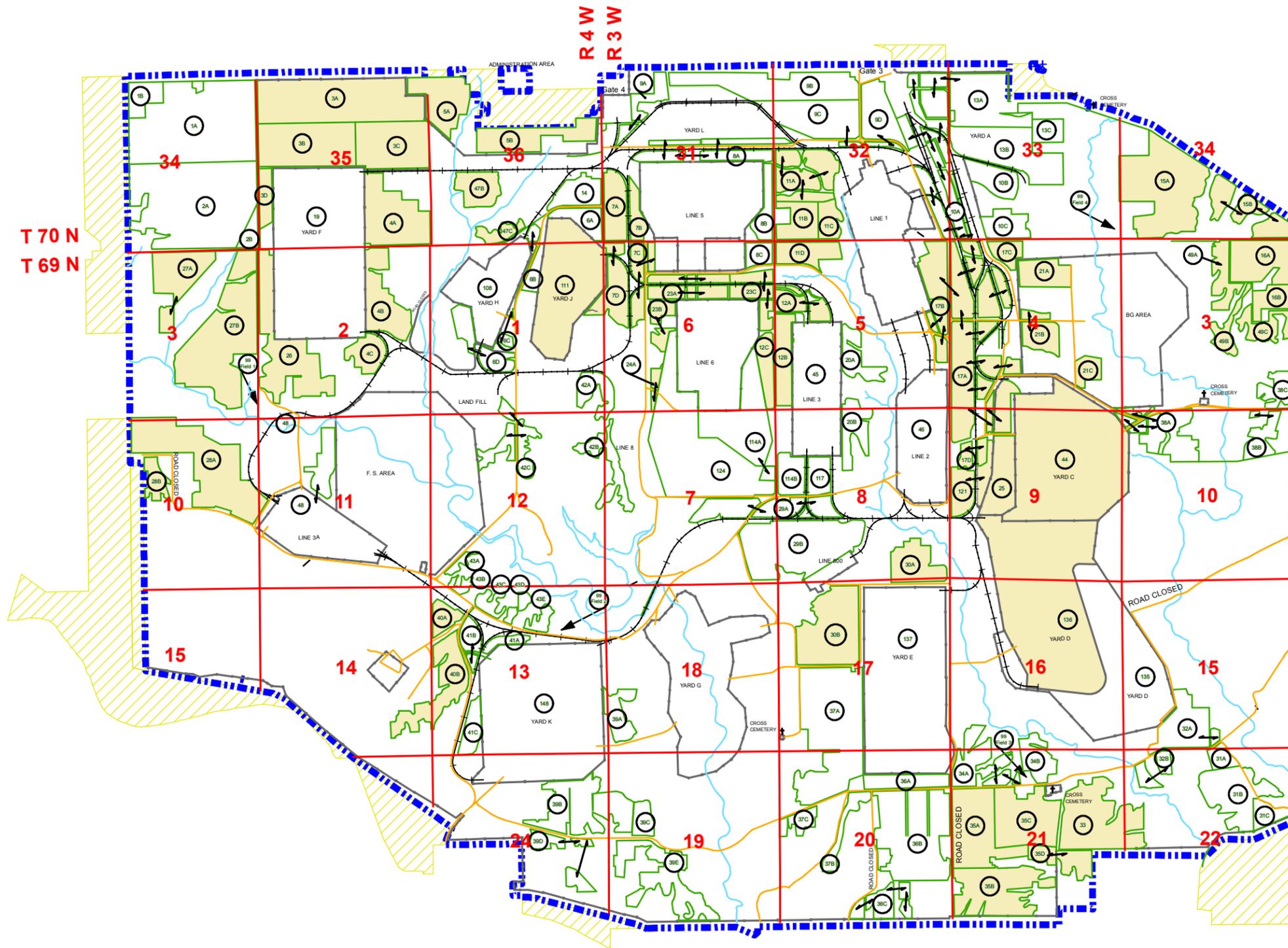
IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the Army this _____ day of _____, 2016.

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

THIS LEASE is also executed by the lessee this _____ day of _____, 2016.

Lessee

Iowa Army Ammunition Plant Des Moines County, Iowa Available Ag/Grazing Tracts FY2016



VICINITY MAP



Legend

- Sections
- Roads
- Railroads
- Lot Lines
- Creeks and Streams
- Fence
- Available Ag Tracts
- Project Boundary COGO
- Disposal Areas



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EXHIBIT "A" ATTACHED TO AND MADE
A PART OF DACA45-16-B-RE-0002

**2016 AGRICULTURAL LAND USE REGULATIONS AND SPECIAL CONDITIONS
IOWA ARMY AMMUNITION PLANT (IAAAP), MIDDLETOWN, IOWA**

1. The lessee agrees to conduct all farming and grazing operations in accordance with the Land Use Regulations and Special Conditions set forth herein, and in accordance with the General Land Use Directives and the individual Tract Management Plan (Exhibit “C”).
2. **VERBAL AGREEMENTS WILL NOT BE HONORED**. Any change in the Tract Management Plan, i.e., 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 Real Estate Contracting Officer.
3. Lease operations are to be carried on within the limits of the Army Ammunition Plant area. 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. The Government maintains and uses utilities and facilities that are on or adjacent to the tract. The lessee will permit entry and performance of inspection(s) or maintenance as required.
5. The lessee will plant a **crop rotation** as specified in the Tract Management Plan. All listed crop rotations must be adhered to. To change the crop rotation the lessee will submit a written request for approval by the IAAAP Agronomist. The IAAAP Agronomist may recommend changes due to adverse environmental factors that prevent planting the scheduled crop or to reduce the impact of a major pest infestation. All changes must be documented and accepted by the Real Estate Contracting Officer through a supplemental agreement or letter, as stated in Paragraph No. 2.

All leased land will be planted prior to **July 1st** each year. To renovate alfalfa, winter wheat may be planted with written approval from the IAAAP Agronomist. The lessee should plan to direct seed/plant **cover crops** the same day the row crop is harvested.

The Aerial application of seed is prohibited. Options to the listed cover crop types and establishment rates may be pre-approved in writing by the IAAAP Agronomist. For failure to establish a required cover crop, a \$60 per acre fee will be added to the next rental payment, as a condition of turn-in or as a condition of termination. **Fall tillage** of cover crops is prohibited without prior written approval from the IAAAP agronomist.

**Exhibit "B" to
Notice No. DACA45-16-B-RE-0002**

6. An annual fence inspection by the lessee on all grazing tracts is required. The lessee is responsible for **maintaining all fences** in the tract; except for the chain link fence(s). Prior to the turning in of livestock, the lessee will repair all required fences not in sufficient condition to contain or repel cattle. Any chain link fencing found not in sufficient condition to contain or repel cattle shall be reported to Guard headquarters upon discovery.

7. The lessee will request permission to place structures on any tract. The **location of structures** will not interfere with plant operations or be within thirty (30) feet of a chain link fence.

The lessee will supply all equipment needed to **water the cattle**. The Government does not guarantee the quality or quantity of water. The **grazing season** is from the first Saturday in May to the first Sunday in November each year. Gates will not be opened to give cattle access to ponds that are fenced. The lessee, at the request of the IAAAP Agronomist, will gather all the cattle on the leased tract for counting. Should the number of animal units on the tract be more than allowed in the lease tract management plan, the lessee will remove the **extra units** within two days and the grazing period on the lease shortened for that year using the following formula. The number of extra units times 2 equals the number of days to shorten the grazing period. An **animal unit** is one bull or a cow/calf. Feeder calves and bred heifers are three quarters of an animal unit.

8. The lessee will remove or lime **dead cattle** as soon as discovered. Cattle will not be buried on the installation. The lessee may be notified of livestock problems via telephone call or E-mail.

9. 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 **March 1st** of each year, the lessee will provide the IAAAP Agronomist a pesticide use proposal (PUP) on the form provided. Pesticides listed in the PUP will not be applied until approved for use. Annually, by **September 1st**, the lessee shall submit a **written report** to the IAAAP Agronomist, detailing all chemicals applied during the year. (See attached PUP and Annual Pesticide Application Report) On or about **September 1st**, access to the installation will be denied for lessees who's annual pesticide report has not been received.

The lessee shall assume full responsibility for applications of pesticides. 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.

**Exhibit "B" to
Notice No. DACA45-16-B-RE-0002**

- Pesticides will not be applied when wind the speed exceeds 10 miles per hour.
 - The aerial application of any pesticide is prohibited.
10. In the case of any **chemical spill**, call Guard Headquarters immediately at (319) 753-7414 or 7912. The lessee will incur the cost of cleaning up the spill and any regulatory fines associated with the spill.
11. The leased tracts are subject to concurrent use for **recreational purposes**, including hunting, trapping and fishing, by such persons accorded the privilege by appropriate regulations established by the Installation Commander.
12. Lessee and employees, visitors, or other personnel will comply with all Installation **safety and security regulations** and will be required to clear through the Installation security office prior to being permitted access to the Installation.
13. The lessee will not enter any hazardous or explosive plant areas, including production lines and storage yards with vehicles equipped with catalytic converters. **Converter equipped vehicles** shall not be driven over or parked on a surface of easily combustible material such as straw, stalks, or dry grass.
14. It is understood and agreed that the Government is not responsible for and will not reimburse the lessee for any **crop damage** sustained due to wildlife, maintenance activities, or any installation operation activities.
15. **REDUCED TILLAGE:** After planting, no less than 25% of the ground will be covered by residue, except for the following reasons with IAAAP 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.
16. **CONSERVATION TILLAGE:** After planting, no less than 30% of the ground will be covered by residue, except for the following reasons with IAAAP 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.
17. **FALL TILLAGE:** Any tillage deeper than 7" will only be allowed with the written approval from the IAAAP Agronomist. Light disking is approved for the planting of fall cover crops.
18. **NO TILLAGE:** As described and defined by the Natural Resources Conservation Service, except for the following reasons with IAAAP Agronomist approval: planting small grains, grass waterway work, erosion repair, field tile and terrace work, testing of archeological sites and/or crop failure.

**Exhibit "B" to
Notice No. DACA45-16-B-RE-0002**

19. 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.

20. 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.

- **Idle fields** will be mowed annually by the lessee by **August 1st**.
- **Grazing leases** will be mowed by **August 1st** of the first and third year of the lease period, 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.

21. Lessees shall not plant row crops within the **security clear zones** of chain link fences. The clear zones are 30' from the inside and 15' from the outside of any chain link fence. Any crop within the clear zone may be mowed off at any time with the approval of the IAAAP Agronomist. Lessees that are found to have encroached upon a clear zone are required to re-establish grasses in those areas within 6 months. Lessees awarded new lease contracts will re-establish grasses in the clear zones during the spring of the first lease year to meet the distance requirements listed above.

22. The Government plans to take soil tests, apply **lime and fertilizer** with the exception of nitrogen. The lessee will apply nitrogen (N) per the recommendations in the soil test results. The lessee will not apply more than 150 units of N per acre. Soil test and fertilizer data is public information. The application of **Anhydrous Ammonia** is only permitted during the months of March through July, unless proven necessary otherwise by a history of stalk testing. With prior written approval from the IAAAP agronomist, on an experimental basis, a limited amount of anhydrous ammonia may be applied during the month of November in conjunction with strip tillage for the specific purpose of creating a 6" wide seed bed in preparation of spring planting. No additional tillage will be performed prior to spring planting. The lessee will pay for any lime and fertilizer applied by the Government as part of the annual rental payment due **March 1st**. These costs are likely to fluctuate and will be provided to the lessee as soon as they are available. Payment details can be found in the body of the lease contract.

23. At no cost to the Government, the lessee will fix **Tile systems** with broken or missing tile intakes. The Government may require the lessee to repair up to two (2) tile blowout holes per tract per year, at the lessee's expense.

**Exhibit "B" to
Notice No. DACA45-16-B-RE-0002**

24. All new and/or existing **grass waterways** will not be sprayed with pesticides that could damage or kill the grass. All grass waterways will be left in sod if fields are cultivated. At the request of the IAAAP Agronomist, waterways will be created, removed, reseeded, mowed or changed as deemed necessary. Grass waterways will be maintained at least five (5) yards wide at the inlet and ten (10) yards wide at the outlet.
25. The Lessee will not **destroy native prairie or shelterbelt plantings**. If these plantings are damaged or destroyed, the Lessee will be required to re-establish the planting at no cost to the Government. The lessee will control noxious weeds in the shelterbelt plantings that may border this tract.
26. No crops will be grown or tillage done within three (3) feet of the top of a back slope of any ditch.
27. All **hay bales** will be removed from the installation by **March 1st** each year.
28. All crops will be mechanically harvested. Corn, soybeans and winter wheat will not be chopped nor will the stalks, stubble, straw, residue or stover be baled/removed from the leased acres.
29. Reference is made to Sketch NO. 067061-16, "**Road Intersection - R.R. Grade Crossing Sight Requirements**", which is included as part of this regulation. The lessee will take whatever measures are necessary to maintain acceptable sight distance requirements at intersections.
30. **Grazing** is prohibited on tracts numbered under 100.
31. 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. Cattle gates, panels and watering tanks may be left on grazing tracts during the lease term.
32. **Fuel supply tanks** will only be parked in agricultural fields and parking lots not along roadways. Lessees are limited to a maximum of 500 gallons of supply fuel on post at any one time. All fuel supply tanks will be labeled with **DOT placards** 1993 or 1202 with fire symbol. **All tanks** shall be labeled with content and owner identification information.
33. **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**.

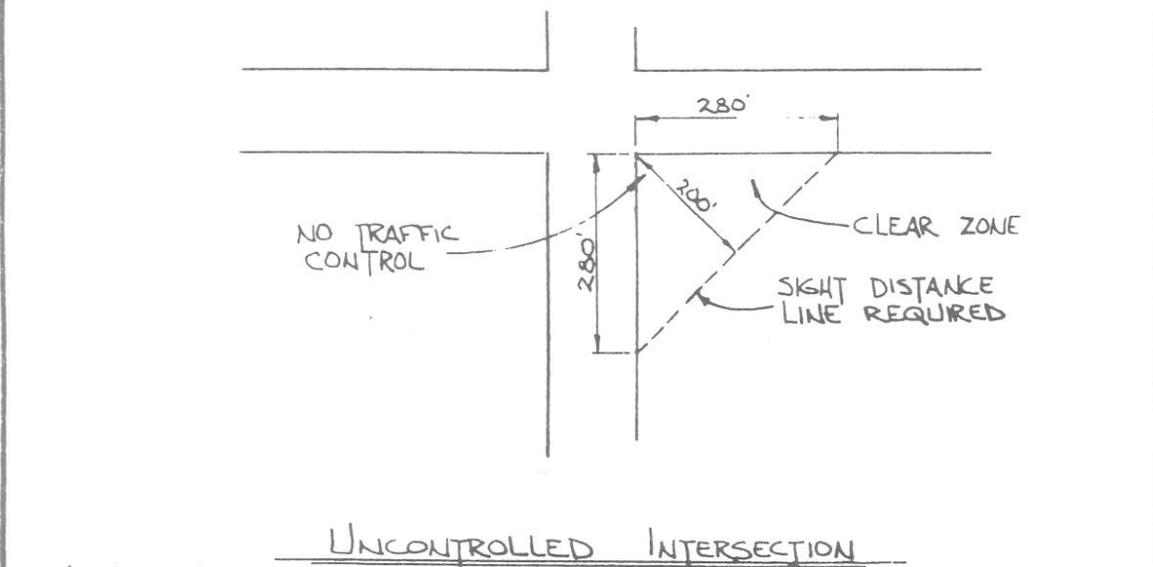
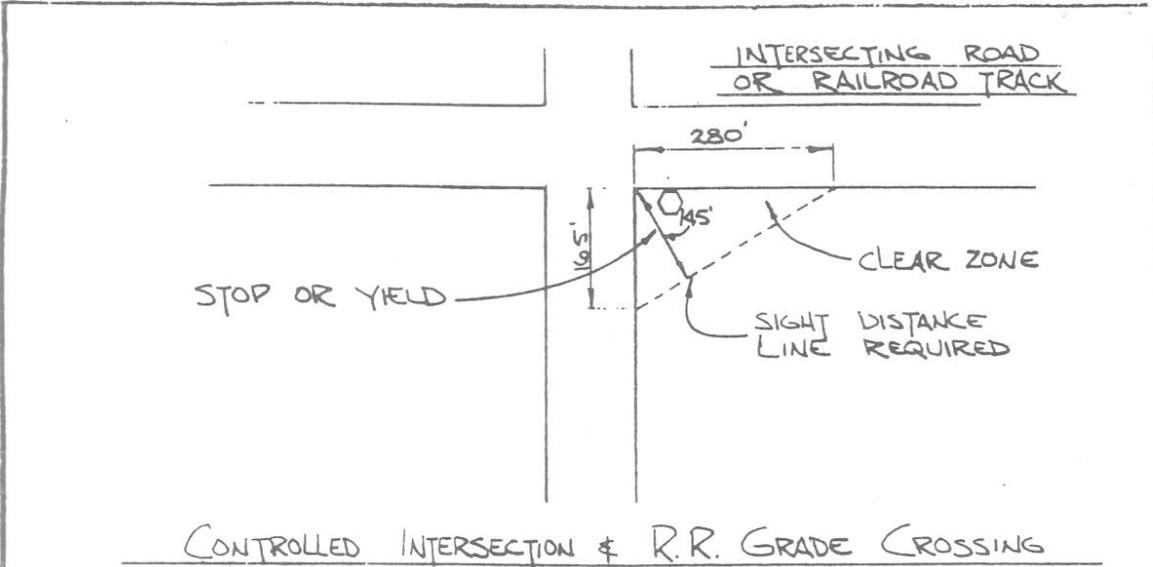
34. ENVIRONMENTAL MANAGEMENT SYSTEM

Iowa Amy Ammunition Plant is committed to a high standard of environmental stewardship, and has implemented the ISO 14001 Environmental Management System (EMS) encompassing all activities within the installation.

All employees, contractors, lessees, visitors and tenants are required to conduct themselves in an environmentally responsible manner, including, but not limited to, the requirements set forth in the Agricultural Leases.

IAAAP environmental staff reserves the right to inspect contractor, lessee, visitor, and tenant activities for conformance to the requirements of the ISO 14001 Environmental Management System and to determine appropriate corrective action in the event of a nonconformance. It is the contractor’s, lessee’s, visitor’s or tenant’s responsibility to remedy any identified nonconformance associated with their activities.

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REV.	BY	DATE	DESCRIPTION	APPROVAL	DATE
IOWA ARMY AMMUNITION PLANT BURLINGTON, IOWA OPERATED BY MASON & HANGER SILAS MASON CO., INC.			ROAD INTERSECTION — R.R. GRADE CROSSING	E.O. NO. 067061 W.O. NO. _____ DATE 5-10-73	
DESIGN	DRAWN	APPROVAL	SIGHT REQUIREMENTS		SKETCH NO. 067041-16
DLP	J.R.P.	[Signature]			

ANNUAL PESTICIDE USE PROPOSAL

Due By March 1st

NAME _____

ADDRESS _____

APPLICATOR (company/person) _____

PESTICIDE: Certification # _____ Category _____ Exp. Date _____

TRACT # _____ (One Tract per Form)

DATE _____

PESTICIDE COMMON NAME	FEDERAL EPA REGISTRATION NUMBER	TYPE OF CROP AND TARGET PEST

Complete this report annually and return by March 1st. Pesticides listed in this form will not be applied until approved for use. The point of contact is Mr. Joe Haffner, Phone 319-753-7903 or Email joseph.j.haffner.civ@mail.mil.

ANNUAL PESTICIDE APPLICATION REPORT
Due by September 1st

NAME _____

ADDRESS _____

APPLICATOR (company/person) _____

PESTICIDE: Certification # _____ Category _____ Exp. Date _____

TRACT # _____ (One Tract per Form)

DATE _____

PESTICIDE COMMON NAME AND FEDERAL EPA REGISTRATION NUMBER	TYPE OF CROP AND NUMBER OF ACRES APPLIED TO	TOTAL AMOUNT OF PRODUCT APPLIED

Complete this report annually and return by September 1st. On or about **September 1st**, access to the installation will be denied for lessees who's annual pesticide report has not been received. The point of contact is Mr. Joe Haffner, Phone 319-753-7903 or Email joseph.j.haffner.civ@mail.mil.

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

**Exhibit “C” to
Notice No. DACA45-16-B-RE-0002**

NOTE TO LEASE APPLICANTS: The individual Tract Management Plan will be attached to the lease here as **EXHIBIT “C.”**

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

APPLICATION FOR LEASING UNITED STATES REAL PROPERTY AT
IOWA ARMY AMMUNITION PLANT, MIDDLETOWN, IOWA

TO: District Engineer
Omaha District, Corps of Engineers
c/o Commander
Iowa Army Ammunition Plant
ATTN: SJMIA-CAN (Joe Haffner)
17571 DMC Highway 79
Middletown, Iowa 52638-5000

DATE: _____

Sir:

The undersigned, _____ a corporation existing under the laws of the State of _____ or a partnership consisting of _____ or an individual doing business as _____, of _____ in

(Street Address, Rural Route or Box No.) (City, State and Zip Code)

accordance with your Notice of Availability DACA45-16-B-RE-0002, dated **4 December 2015**, for the leasing of property at Iowa Army Ammunition Plant, Middletown, Iowa 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.

Tracts available, acreages and terms:

<u>Tract No.</u>	<u>Total Lease Acres</u>	<u>Approx. Usable Acres</u>	<u>Land Use</u>	<u>Lease Term</u>	<u>Rental Offer Per Annum** (Base Rent)</u>	<u>+ Fertilizer & Lime Costs Crop Year 2016</u>
7	113	113	100 AC Row Crop 0 AC Hay 13 AC Prairie	1 Mar 16 to 28 Feb 17	\$ _____	<u>+ \$1,506.48</u>
17	273	273	268 AC Row Crop 0 AC Hay 5 AC Prairie	1 Mar 16 to 28 Feb 17	\$ _____	<u>+ \$4,663.98</u>
21	82	82	82 AC Row Crops 0 AC Hay	1 Mar 16 to 28 Feb 17	\$ _____	<u>+ \$4,489.60</u>
47	42	42	42 AC Row Crops 0 AC Hay	1 Mar 16 to 28 Feb 17	\$ _____	<u>+ \$2,659.59</u>
121	26	20	0 AC Row Crops 20 AC Hay	1 Mar 16 to 28 Feb 18	\$ _____	<u>+ \$ 00</u>
3	340	340	340 AC Row Crops 0 AC Hay	1 Mar 16 to 28 Feb 19	\$ _____	<u>+ \$18,108.11</u>

(CONTINUED ON REVERSE)

APPLICATION FOR LEASING UNITED STATES REAL PROPERTY

Tracts available, acreages and terms:

<u>Tract No.</u>	<u>Total Lease Acres</u>	<u>Approx. Usable Acres</u>	<u>Land Use</u>	<u>Lease Term</u>	<u>Rental Offer Per Annum** (Base Rent)</u>	<u>+ Fertilizer & Lime Costs Crop Year 2016</u>
5	67	67	36 AC Row Crops 31 AC Hay/Oats/Wheat	1 Mar 16 to 28 Feb 19	\$ _____	<u>+ \$3,756.22</u>
15	169	169	169 AC Row Crops 0 AC Hay	1 Mar 16 to 28 Feb 19	\$ _____	<u>+ \$9,335.21</u>
28	141	141	102 AC Row Crops 39 AC Hay	1 Mar 16 to 28 Feb 19	\$ _____	<u>+ \$9,124.05</u>
16/49	145	145	145 AC Row Crops 0 AC Hay	1 Mar 16 to 29 Feb 20	\$ _____	<u>+ \$7,954.66</u>
25	35	35	35 AC Row Crops 0 AC Hay	1 Mar 16 to 29 Feb 20	\$ _____	<u>+ \$1,445.85</u>
35	247	247	247 AC Row Crops 0 AC Hay	1 Mar 16 to 29 Feb 20	\$ _____	<u>+ \$9,658.26</u>
136	336	324	0 AC Row Crops 324 AC Grazing/Hay	1 Mar 16 to 29 Feb 20	\$ _____	<u>+\$ _____00</u>
4	144	144	144 AC Row Crops 0 AC Hay	1 Mar 16 to 28 Feb 21	\$ _____	<u>+ \$17,753.68</u>
11	122	122	122 AC Row Crop 0 AC Hay	1 Mar 16 to 28 Feb 21	\$ _____	<u>+ \$15,042.61</u>
12	70	70	63 AC Row Crop 7 AC Hay	1 Mar 16 to 28 Feb 21	\$ _____	<u>+ \$8,072.73</u>
23/24	84	84	84 AC Row Crop 0 AC Hay	1 Mar 16 to 28 Feb 21	\$ _____	<u>+ \$9,874.83</u>
26	94	94	80 AC Row Crop 14 AC Hay	1 Mar 16 to 28 Feb 21	\$ _____	<u>+ \$13,432.24</u>
27	186	186	171 AC Row Crop 15 AC Hay	1 Mar 16 to 28 Feb 21	\$ _____	<u>+ \$26,702.86</u>

(CONTINUED ON NEXT PAGE)

APPLICATION FOR LEASING UNITED STATES REAL PROPERTY

Tracts available, acreages and terms:

<u>Tract No.</u>	<u>Total Lease Acres</u>	<u>Approx. Usable Acres</u>	<u>Land Use</u>	<u>Lease Term</u>	<u>Rental Offer Per Annum** (Base Rent)</u>	<u>+ Fertilizer & Lime Costs Crop Year 2016</u>
30	133	133	127 AC Row Crop 6 AC Hay	1 Mar 16 to 28 Feb 21	\$ _____	<u>+ \$15,958.16</u>
33	96	95	0 AC Row Crop 95 AC Hay	1 Mar 16 to 28 Feb 21	\$ _____	<u>+\$11,796.76</u>
40	76	76	76 AC Row Crop 0 AC Hay	1 Mar 16 to 28 Feb 21	\$ _____	<u>+\$11,023.69</u>
44	298	105	0 AC Row Crop 105 AC Hay	1 Mar 16 to 28 Feb 21	\$ _____	<u>+\$ _____ 00</u>
111	137	125	0 AC Row Crop 125 AC Hay	1 Mar 16 to 28 Feb 21	\$ _____	<u>+\$ _____ 00</u>

****NOTE: EACH 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 District Engineer, Omaha District, Corps of Engineers, 1616 Capitol Avenue, Omaha, Nebraska 68102-4901. (Lease applicant will check the appropriate boxes in the above statement.)

(CONTINUED ON REVERSE)

**APPLICATION FOR LEASING UNITED STATES REAL PROPERTY AT
IOWA ARMY AMMUNITION PLANT, MIDDLETOWN, IOWA**

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.

Signature

Street Address, Rural Route or Box No.

City, State and Zip Code

Telephone No.

Email Address

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

*****Tax I.D. for Corporations – REQUIRED** (applications without SSN or Tax I.D. # will be considered incomplete and will not be accepted). **Multiple bidders must provide SSN or Tax I.D. # for each bidder.**

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)