NOTICE OF AVAILABLILITY (NOA)
FOR LEASING
GOVERNMENT OWNED LAND

For Grazing Purposes Only
Whitney Lake, Texas
Hill County, Texas

NOA NO. DACW63-9-26-0632

ISSUED BY: Department of the Army
Fort Worth District US Army Corps of Engineers
Attention: Real Estate Division (CESWF-RE-M)
Post Office Box 17300
Fort Worth, Texas 76102-0300

SITE: Approximately 625 acres of land located next to Lofer's Bend Park. The lease premises includes all or parts of Tracts: W-A5, W-A8, W-A11, W-A12, W-A13, W-A14, W-A15, W-A15B, and W-A19.

FOR: Grazing purposes only.

Bids will be submitted in sealed envelopes to include all required documents set forth herein, which will be publicly opened and evaluated on:

DATE: **Friday, July 24, 2026**
TIME: **10:00 A.M.**
ADDRESS: **US Army Corps of Engineers**
Whitney Lake Office
285 County Road 3602
Clifton, Texas 76634

NO LATE PROPOSALS WILL BE ACCEPTED

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NOA No. DACW63-9-26-0632
June 15, 2026

APPLICATION INFORMATION PACKAGE
GRAZING LEASE
AT
WHITNEY LAKE
HILL COUNTY, TEXAS

Each bid must be enclosed in a sealed envelope to include the bidders return address and mailed to the following address:

US Army Corps of Engineers
Whitney Lake Office
ATTN: Grazing Lease Coordinator
285 County Road 3602
Clifton, Texas 76634

The information below must appear in the lower left corner of the envelope of the NOA application package/submittal.

Sealed Bid for NOA DACW63-9-26-0632
For Lofer's Bend Grazing Lease
DO NOT OPEN PRIOR TO BID OPENING

To be Received no later than:

Time: 10:00 A.M. Local Time
Place: Whitney Lake Office
Date: Friday, July 24, 2026

SITE VISITS may be arranged through the AG/Grazing Lease Coordinator, Contact:

Lake Manager
Whitney Lake Office
285 County Road 3602
Clifton, Texas 76634
Phone (Office): 254-622-3332

IDENTIFICATION AND INFORMATION REGARDING AREA TO BE LEASED

1. PURPOSE AND INTENT: The property will be leased for grazing purposes only. The Government will use the grazing of livestock for the manipulation and control of vegetation. Work abatement in lieu of cash rental will be used to perform land management activities to improve wildlife habitat, improve native vegetation and conservation of other natural resources.

2. AUTHORITY: The authority for the granting of this lease is Title 10, United States Code, Section 2667.

3. GENERAL BIDDING INFORMATION

a. FORM OF LEASE

Within ten (10) days following receipt of notification of acceptance of the bid, the successful bidder will be required to enter into a formal lease with the United States, on a form such as the one attached hereto **EXHIBIT I - SAMPLE LEASE**, and subject to **EXHIBIT B - LAND USE REGULATIONS**, also attached hereto, which shall become a part of the lease.

b. TERM OF LEASE

The lease will be granted for a term of five (5) years with additional 1 – five (5) year option for a total of 10 years. Option term must be requested in advance by lessee.

c. BID DEPOSIT

A two-hundred-dollar ($200) deposit must accompany each bid in order to be considered. The deposit is required as a guarantee that the bidder will enter into a written lease within ten (10) days of the receipt of a written notice that the United States has accepted the bid as submitted. The deposit must be in the form of a Cashier's Check, Money Order, or Certified Check, made payable to the F&A Officer, USAED, Fort Worth. The deposits of unsuccessful bidders will be returned to them as soon as practicable after the bids have been opened and the award made. Since the lease is entirely work abatement, the bid deposit of the successful bidder will be returned after the Lessee enters into a lease agreement with the Government.

d. PAYMENT OF RENTAL

The lease requires one hundred percent (100%) of rent to be in the form of work abatement, as designated by the U.S. Army Corps of Engineers. Annual rent will be

completed on or before the anniversary of each lease year.

e. WARRANTY

The property described herein will be leased on an "as is" basis subject to the provisions and conditions of this NOA and the proposed lease. NOTE: Occasional flooding of leases on flood control projects is inevitable. Condition No. 15. RIGHT TO ENTER AND FLOOD, of the lease, reserves the right to the United States to flood the Premises whenever necessary and the Lessee shall have no claim for damages on account thereof. The property is available for inspection by prospective bidders. Bidders are expected to inspect the property and form their own conclusions as to its suitability for their use. The failure of any bidder to make such inspection will not constitute grounds for any claim for adjustment or for withdrawal of bid after the time of bid opening. Arrangements for inspection can be made by contacting the Grazing Lease Coordinator, U.S. Army Corps of Engineers, Whitney Lake Project Office, 285 County Road 3602, Clifton, Texas 76634, 254-622-3332, between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday. It is understood and agreed that there is no warranty of any character other than that expressly stated in this NOA.

f. ACCEPTANCE OF BIDS

All bids will remain open for acceptance or rejection for a period of fifteen (15) days from the date of the bid opening. Notice of award will be given to the successful bidder as soon as practicable after the opening of bids. A successful bidder will be deemed to have been sufficiently notified when the notice is mailed in a postpaid envelope to the bidder at the address indicated in this NOA. Bids will not be accepted after **10:00 A.M. on JULY 24, 2026**. Modifications of applications may be made in sealed envelopes, as for original bid, up to that time.

g. REJECTION OF BIDS

The right is reserved by the United States to reject any and all bids or to waive any informality in bids received.

h. AWARD OF LEASE

A lease will be awarded to the highest bidder complying with the conditions of this NOA, provided the bidder is responsive, the bid is reasonable, and it is in the interest of the United States to accept it.

i. DEFAULT

A bidder will be considered to have defaulted when the bidder fails to enter into a formal lease with the United States within ten (10) days after the bidder has been

notified that the United States has accepted the bid as submitted, or if the successful bidder fails to satisfy the conditions of the NOA. The United States will then declare the bidder in default, and the deposit will be retained to defray expenses caused by the default.

j. SOCIAL SECURITY NUMBER REQUIREMENT

Delinquent accounts are subject to collection by authority of the IRS Tax Refund Offset Program as contained in the Deficit Reduction Act of 1984, Public Law 98-369, 26 U.S.C. Sec. 6402. **EXHIBIT C - BID FORM**, **Page 1** must contain the bidder's social security number. Failure to provide the number will be cause for rejection of the bid.

4. INSTRUCTIONS TO BIDDERS

a. BIDS SUBJECT TO THESE TERMS

All bids submitted shall be deemed to have been made with full knowledge of all the terms, conditions, and requirements herein contained.

b. SEALED BIDS

Sealed bids must be submitted on **EXHIBIT C - BID FORM** and **EXHIBIT D - BID CALCULATION SHEET** accompanying this NOA, or exact copies thereof, and must be completed in full. Bids will be assessed based on the total cash bid for the term. Additional copies of the NOA and bid forms can be obtained from the Issuing Office.

c. EXECUTION OF BIDS

Each bid must give the full address of the bidder and be signed with the Bidder's usual signature. A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated Power of Attorney.

d. ADDITIONAL INFORMATION

Any additional information required may be obtained from the Issuing Office. Bid value must be in the form of work abatement to the Government as shown on **EXHIBIT D - BID CALCULATION SHEET** as TOTAL LEASE NET CASH BID (for 5 years with one 5-Year Option), which will be paid to the Government.

e. SUMBISSION OF BIDS

It will be the duty of each bidder to see that the bid is delivered by the time and at the place prescribed in this NOA. Bids received prior to the time of opening will be

securely kept, unopened, until the time for opening of bids. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered. No responsibility will attach to an officer for premature opening of a bid not properly addressed and marked. All modifications of a bid or withdrawal of bid must be in writing. **Telegraphic bids will not be considered**, but modifications or withdrawals, by telegraph, of bids already submitted will be considered, if received prior to the time set for opening bids. Hand-carried bids must be delivered to the place designated in this NOA.

f. WITHDRAWAL OF BIDS

Bids may be withdrawn upon written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing a bid confers no right to withdraw the bid after it has been opened.

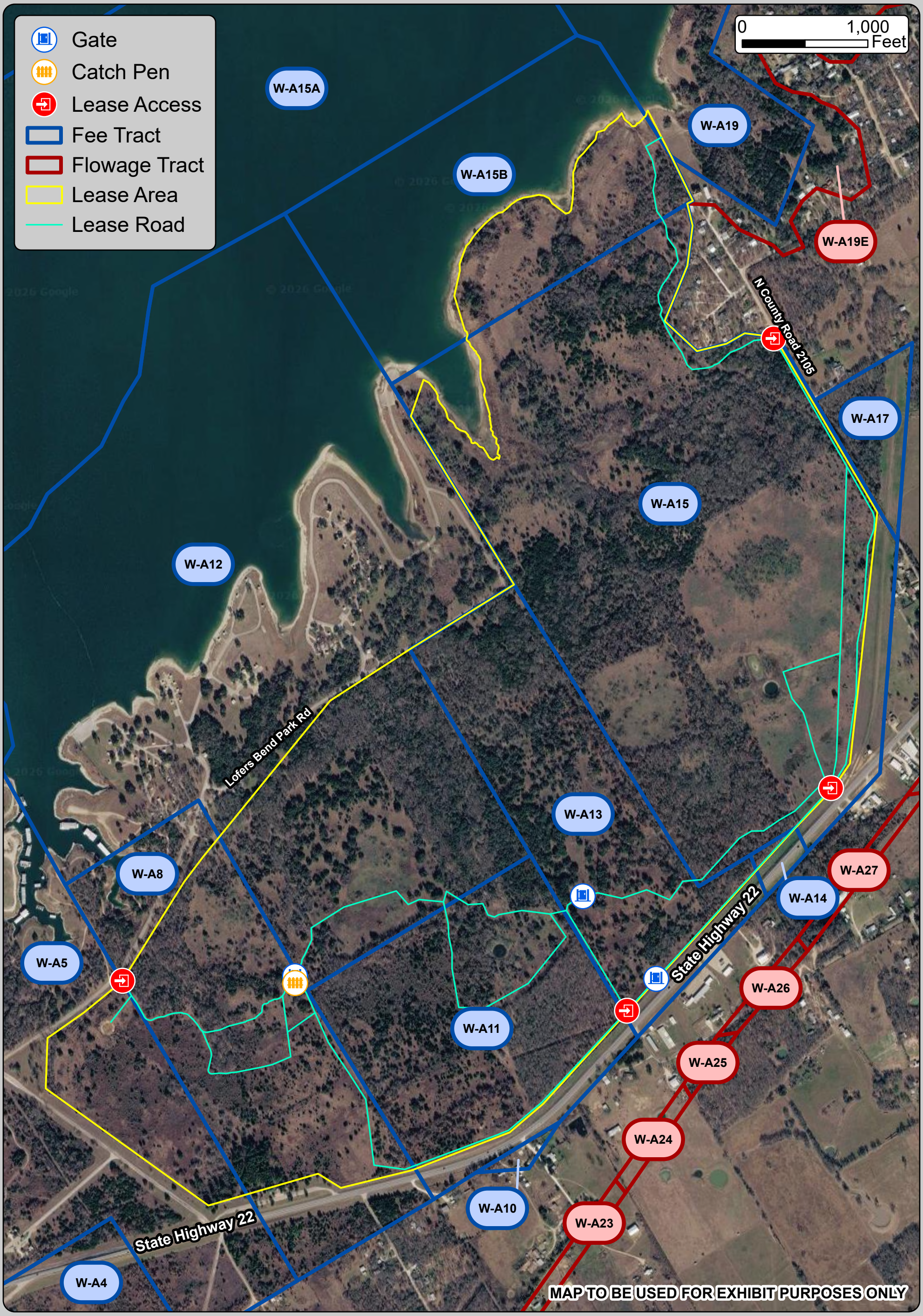
g. OPENING OF BIDS

At the scheduled time for the opening of bids, their content will be made public for the information of bidders and other interested parties.

US Army Corps of Engineers®
Fort Worth District

LAKE WHITNEY

AGRICULTURAL GRAZING LEASE
LOFERS BEND WILDLIFE MANAGEMENT AREA
HILL COUNTY, TEXAS



LAND USE REGULATIONS

1. The lessee shall meet for a conference with the Lake Manager or their representative at the Whitney Lake Project Office by appointment 15-days prior to the start of each lease year to determine and finalize rental abatement work items required. This shall be accomplished prior to stocking or any activity on site by the lessee. Rent payment shall be in the form of one hundred percent (100%) negotiated rental abatement work. If a rental abatement item is deleted, a substitute rental abatement item of the same value may be required. If a rental abatement work item is deleted and no other rental abatement item can be substituted, the lessee shall be required to submit cash payment equal to the estimated value of the rental abatement item. The work items for rental abatement shall be determined and approved by the Lake Manager. Examples of rental abatement can be found in "example specifications for potential negotiated rental abatement work items." Prior to conducting <u>any activity</u> on site, the lessee shall make an appointment with the Lake Manager at the Whitney Lake Project Office to discuss the use of the lease area.

2. To determine fair and reasonable price for the required rental abatement work items, the following requirements will be adhered to:

a. Reasonableness of a proposed price to accomplish rental abatement work item will be based upon competitive quotations each year from a minimum of three (3) sources as acceptable to the Real Estate Contracting Officer. The Real Estate Contracting Officer may also obtain a quote and reserves the right to reject bids submitted by the lessee if a quote obtained by the Government is lower.

b. The lessee is allowed the opportunity to be one of the sources utilized in obtaining competitive quotations for the required rental abatement work items.

c. The price of each rental abatement work item will be determined by the lowest bid.

3. The lessee will, at all times during the term or duration of this lease, either personally conduct or appoint an individual in writing to maintain supervisory control over the operations conducted on the leased premises. The lessee or their appointed foreman must live in the immediate area or within a four (4) hour response time to handle any problems or emergencies which may arise on the lease area. If an individual is appointed as foreman, that person must have a copy of the lease in their possession. The lessee will be responsible for all activities conducted under the lease.

4. The lessee may not lease lands for the specific purpose of receiving cash payments or other benefits by subleasing to another party or individual.

5. If the lessee joins in a partnership, the partner will be allowed to use the leased area for the same scope and purpose as stated in the lease and the lessee will retain all responsibilities and liabilities accepted in the lease.

6. The lessee and all people under their employ shall adhere to United States Army Corps of Engineers regulations, as stated in Title 36 Code of Federal Regulations, Chapter III, part 327, "Rules and Regulations Governing Public Use of Water Resource Development Projects", administered by Chief of Engineers. Violations of this part, or any federal, state, or local laws may be basis for termination of said lease.

7. All fences, gates, and other improvements installed by the lessee, pursuant to this lease, shall become and remain the property of the Government. Removal of all or any portion of said improvements by lessee upon revocation, relinquishment, or termination of lease will not be allowed. Exemption: If temporary (not anchored in ground) corrals or catch pens are installed for purposes of the lease, these may be removed within ten (10) days of revocation, relinquishment, or termination of the lease.

8. Grazing stock is restricted to cattle. Horses will not be pastured on the lease area but may be used when needed to work livestock. All horses will be vaccinated in accordance with all federal, state, and local animal health regulations. Dogs used on the lease area shall be vaccinated for rabies and tagged with appropriate device. No sheep, swine or goats will be permitted. The Government reserves the right to verify the number and type of animals brought onto the leased premises.

9. The lessee shall, a minimum of twice yearly (May and October), maintain access roads as defined by the lease map. Roads will be mowed a minimum of twelve (12) feet wide and four (4) to six (6) inches in height. Deviations to these areas or widths may only be allowed with the approval of the Lake Manager. The lessee shall notify the lake office a minimum of one week in advance of the start of mowing. **These mowing's will <u>not</u> count as part of the abatement funds owed and thus should be reflected in bid pricing.**

10. Any and all forms of chemical control must be approved by the Lake Manager, and use will be carried out in accordance with all federal, state, and local laws, rules, and regulations. Application must be supervised by a state licensed applicator.

11. Planting Operations – The lessee may request to plant supplemental winter forage. The Lake Manager will review the request in order to ensure that the lessee has planned for proper soil management and that the planting of supplemental forage will not result in erosion. No-till practices will be required in most cases. Permanent pastures may be established through work abatement as directed by the Lake Manager. Fertilizer or other nutrient improvements are allowed upon written approval by the Lake Manager.

12. Availability of forage and the general condition of available forage will govern the intensity of grazing by livestock. Rotational grazing shall be utilized. The lessee will notify the Lake Manager's representative of predicted rotation plans. All grazing will cease on any or all parts of the leased area when, in the opinion of the Lake Manager, the accessible forage has been utilized to a degree where further grazing may be detrimental to established native vegetation.

13. The initial base stocking rate for the Lofers Bend Lease Area will be one (1) animal unit (AU) per twenty-five (25) acres (i.e. 625 acres / 25 acres = 25 au per month per year). If the lessee elects to stock below the maximum stocking rate of animal units, no rebate or compensation will be given for this voluntary reduction. Lessee shall maintain a minimum stocking rate to achieve sixty percent (60%) of available forage. For this lease, animal unit equivalents shall be as follows:

CLASS EQUIVALENT	ANIMAL UNITS (AU)
Cow (dry)	1.00
Cow (with calf under 400 lbs.)	1.00
Bull (mature)	1.25
Cattle (over 400 lbs./less than 2 years old)	0.70
Cattle (less than 400 lbs.)	0.50

14. The Real Estate Contracting Officer reserves the right to adjust the base stocking rate as needed due to changes in range conditions or loss of land due to temporary or permanent pool (lake) fluctuations. The Real Estate Contracting Officer will set the stocking rate approximately sixty (60) days prior to the beginning of each lease year. If the stocking rate is anything other than the base, the new stocking rate will be incorporated in the lease by a supplemental agreement. The lessee may request an adjustment in stocking rate and/or strategy if it meets the goal of maintaining a sixty to seventy-five percent (60-75%) harvest rate. Stocking rate and/or strategy requests will be accepted or denied at the Real Estate Contracting Officer's discretion. The rental rate will be adjusted to reflect the decreased stocking rate by a reduction in required work abatement or a cash refund if funds are available. If an increase/decrease change in stocking rate is requested/required, the rental rate will be adjusted by increasing/decreasing

the rental abatement work items to equal the value of the adjustment in animal units. Rental cost will be determined by the actual numbers of animal units on the lease area calculated by Animal Unit Month (AUM).

EXAMPLE: The lessee initially stocks the lease area to the full base stocking rate of fifty (50) AU's. This stocking rate is maintained for 6 ½ months. Halfway through the 7th month of the lease, the Real Estate Contracting Officer reduces the stocking rate due to drought conditions. The new stocking rate is set at 25 AU's. This stocking rate stands for the remainder of the lease year. Any formal change in stocking rate will require a Supplemental Agreement to the lease. The rental payment would be determined as follows:

[(50 AU's x 6.5 months = 325 AUM's) + (25 AU's x 5.5 months = 137.5) = 462.5 AUM's] x $25 (bid price per AUM) = $11,562.50.

15. Prior to bringing livestock onto the lease area, lessee will furnish certificate of inventory (**Exhibit E**) indicating the amount, type, and age of livestock, Brucellosis ear tag number/tattoo and/or a certificate showing a negative Brucellosis test. Cattle shall be vaccinated in accordance with all federal, state, and local animal health regulations. These certificates will be submitted to the Lake Manager a minimum of five (5) working days prior to stocking and will serve as proof of ownership and liability of livestock.

a. All livestock over 400 lbs. will be marked with ear tags approved by the Government. Ear tags shall include a unique identifier as well as the owners name and phone number.

b. Newborn livestock will be marked on an annual basis in accordance with standard practices. If livestock are branded on site, the brand used must be registered with the Hill County Clerk's Office in accordance with state law.

c. The lessee will meet with the Lake Manager to establish a schedule for inventory of livestock a minimum of seven (7) working days in advance of stocking. If livestock and the certificate of inventory balance and all livestock have valid ear tags or tattoo, the Lake Manager or their representative will sign the certificate authorizing the release of livestock from catch pens.

Note: The Lake Manager's representative will inspect the certificate of inventory against cattle in leased area at least once monthly. A minimum of forty-eight (48) hours' notice is required for stocking. Stocking will not be done on federal holidays.

d. The lessee will maintain a current written record of the number of animal units grazed. These records will be available to the Lake Manager upon request. Prior to any and all increases or reductions of livestock by lessee, revised certificate of inventory will be submitted for approval by the Lake Manager.

e. The lessee shall comply with all applicable federal, state, and local laws regarding animal health. Evidence of compliance with such laws shall be provided by the lessee upon request. A certificate showing a negative Brucellosis test for each animal or documentation showing proof of the animal being vaccinated for Brucellosis must be submitted to the Lake Manager or their representative. If documentation is submitted showing proof of the cattle being vaccinated for Brucellosis, the Lake Manager or their representative may request to examine the Brucellosis tattoo in the ear of the livestock to verify documentation. The lessee shall comply with the Brucellosis regulations as defined and published by the Texas Animal Health Commission.

f. The Lake Manager reserves the right to inspect livestock without prior notification to ensure compliance with the lease requirements. The lessee shall gather all livestock into catch pens upon notice of violation or suspected violation, or to re-tag livestock within seven (7) working days of notification by the Lake Manager at no expense to the Government. The Government does not guarantee availability of catch pens or chutes. The lessee may be required to provide all pens and chutes at locations designated by the Lake Manager to verify stock numbers and valid Brucellosis test ear tags.

16. Livestock will be culled when undesirable conditions are discovered in an individual. Culled animals may be replaced by an equal number that meet lease specifications. Undesirable conditions may include unwarranted aggression, as lease areas are open to public use. All livestock that repeatedly destroy fencing and do not remain contained with the confines of fences will be culled. All culled livestock will be gathered by the lessee and removed from the area upon verbal or written notification from the Lake Manager at no expense to the Government.

17. The lessee shall remove dead livestock in a manner satisfactory to the Lake Manager within 24 hours after detection.

18. The lessee will take measures to obtain uniform forage utilization and minimize overgrazing areas. Salt blocks and feed supplements will be distributed away from watering areas and will periodically be moved at the lessee's discretion or at the direction of the Lake Manager.

19. During reservoir draw down periods, fences will be extended to the water's edge by the lessee at no cost to the Government as required to confine livestock to the lease area. Fences extended below conservation pool (533) will be built with smooth wire where possible, flagged for visibility and removed by the lessee as water rises so as not to create a safety hazard to boaters and/or swimmers. The lessee will be required to maintain surveillance of fences and perform repairs as needed to assure that fenc es are adequate to control livestock. All damage to boundary fences will be repaired in a reasonable time period regardless of where cattle are located. All repair work and materials used to maintain facilities owned by the Government shall be inspected and approved by the Government.

20. The lessee will not alter existing gates or place additional access points in the perimeter fence in any lease area unless provided for in the rental abatement work items or prior written permission is granted by the Real Estate Contracting Officer. The lessee will keep access points/gates locked at all times. The Government will provide combination locks for the duration of the lease. If lessee supplies combination locks, combination shall match that of the Governments. Lessee supplied locks will not be permitted on boundary fence gates.

21. Pumping of lake water for use on the lease area is prohibited unless written permission is granted from the Real Estate Contracting Officer and the Brazos River Authority. If permission is granted, all pumping equipment will remain portable and in good working condition. Watering of livestock from the lake is permitted.

22. The lessee shall take all reasonable precautions to prevent wildfires and to suppress any that may occur. It is further understood that the lessee will not purposely nor otherwise attempt to burn any portion of the area without a written permit issued by the Lake Manager.

23. The lease area is subject to periodic flooding during which time operations may be impossible. The Government assumes no liability for production losses. Access across Government property may also be limited from time to time due to climatic conditions. The right is reserved to the United States to flood the lease premises and the lessee shall have no damages of any character on account thereof against the United States. **If flooding prevents lessee from utilizing the grazing lease area, the Government will negotiate with lessee for a reduction in payment.**

24. Failure to comply with any of the conditions contained herein including failure to perform/complete the annual rental abatement work items each year within the specified time period is a basis for revocation of the lease and the lessee will owe the cash value of the services not performed which are due and payable upon revocation. If rental abatement work items are not completed by the due date through no fault of the lessee, then the Lake Manager may reschedule or delete the work item. If a rental abatement item is deleted and no other abatement item can be substituted, the lessee shall be required to submit a cash payment equal to the estimated value as agreed to in Lease Condition No. 1 for rental abatement during the lease year. Any payments will be submitted by the lessee within ten (10) days after being advised by the Government that a cash payment is due.

BID FORM

NOTICE OF AVAILABILITY NO.: **DACW63-9-26-0632**
PROJECT: Whitney Lake, Texas
DATE: _____

District Engineer
Fort Worth District
Corps of Engineers
ATTN: AG/Grazing Lease Coordinator
Whitney Lake Office
285 County Road 3602
Clifton, Texas 76634

The undersigned (Print Name)_____
( ) individual
( ) a corporation existing under the laws of the state of_____
( ) a partnership consisting of _____
( ) an individual trading as _____

_____
(Address and Telephone Number)

hereby offers to lease from the United States of America subject to the terms and conditions and in accordance with the instructions to bidders contained in Notice of Availability No. DACW63-9-26-0632 the parcel below for the price indicated. TOTAL LEASE NET CASH BID for 5 years with (1) five-year option. (from **EXHIBIT D**, BID CALCULATION SHEET)

TOTAL LEASE NET CASH BID: Approximately 625 acres of Grazing $_____

Attach **EXHIBIT D,** BID CALCULATION SHEET for each parcel that you have submitted a bid upon.

_____ _____
Signature Date

_____
Social Security Number

PRIVACY ACT STATEMENT

Your social security number is requested on this Invitation for Bid. The primary use of this information is for the Internal Revenue Service to assist Federal Agencies to collect delinquent accounts receivable pursuant to the Deficit Reduction Act of 1984, Public Law 98-369, 26 U.S.C. 6402. Furnishing the social security number is voluntary, but failure to do so will result in rejection of your bid.

EXHIBIT C

BID FORM (cont.)

NOTICE OF AVAILABILITY NO.: DACW63-9-26-0632

Block No. 1

Enclosed is a Certified Check, Cashier's Check, or Money Order, Payable to the "F&A Officer, USAED, Fort Worth", in the amount of _____ Dollars ($_____).

ALL BIDDERS MUST COMPLETE THIS BLOCK

Signature _____

Address:_____

City & State: _____

Zip Code: _____

Phone No.: _____

Date: _____

Block No. 2

CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that I am the _____ of the corporation named as bidder herein; that _____ who signed this bid on behalf of the bidder, was then _____ said corporation by authority of its governing body and is within the scope of its corporate powers.

AFFIX SEAL

_____
Signature

_____
Title

BID CALCULATION SHEET

The Lessee will meet, by appointment, with the Lake Manager, or their representative, at the Whitney Lake Office, within the first ten (10) days of the lease period, to discuss the rental work abatement items and schedule prior to any activity by the Lessee. Payment made by Lessee will be in the form of rental work abatement as described in **EXHIBIT B**, **LAND USE REGULATIONS** and **EXHIBIT F, EXAMPLE ABATEMENT WORK**.

LEASE YEARS 1-5:

The initial base stocking rate will be: 25
Animal Units per Month (AUM) for Lofers Bend

A. Lease Year 1 = 25 AUM x $_____ x 12 = $ _____ per Year

B. Lease Year 2 = 25 AUM x $_____ x 12 = $ _____ per Year

C. Lease Year 3 = 25 AUM x $_____ x 12 = $ _____ per Year

D. Lease Year 4 = 25 AUM x $_____ x 12 = $ _____ per Year

E. Lease Year 5 = 25 AUM x $_____ x 12 = $ _____ per Year

TOTAL 1 = TOTAL LEASE NET CASH BID (5 Years) $_____

OPTION YEARS:

(If made available at that time)

A. Option Year 1 = 25 AUM x $_____ x 12 = $ _____ per Year

B. Option Year 2 = 25 AUM x $_____ x 12 = $ _____ per Year

C. Option Year 3 = 25 AUM x $_____ x 12 = $ _____ per Year

D. Option Year 4 = 25 AUM x $_____ x 12 = $ _____ per Year

E. Option Year 5 = 25 AUM x $_____ x 12 = $ _____ per Year

TOTAL 2 = TOTAL NET OPTION YEARS BID $_____

TOTAL LEASE NET CASH BID: **TOTAL 1** **$ _____**

TOTAL 2 **$_____**

TOTAL LEASE NET CASH BID = $ _____

LIVESTOCK CERTIFICATE OF INVENTORY

Cows (over 2 yrs. old)

No. of Head Tag Id. Nos.

Bulls (mature)

No. of Head Tag Id. Nos.

Cattle (under 2 years old / over 600 lbs.)

No. of Head Tag Id. Nos.

I certify the above information to be true and correct.

_____
Lessee Signature

Received by:

_____
(Government Representative)

EXAMPLE SPECIFICATIONS FOR POTENTIAL
"NEGOTIATED RENTAL ABATEMENT WORK ITEMS"

1.Fence Renovation/Repair

(a) The lessee will furnish all labor, tools, cutting and welding supplies, concrete, tie wire, and equipment to clear old fence line and renovate fence as specified. All supplies and materials will be included in the specific scope of work for each project.

(b) Any existing wooden corner/braces, H-braces, and line posts will be removed. Any posts removed will be disposed of off of Government property.

(c) Steel pipe corner posts/braces, H-braces, and line posts will be installed in place of existing wooden posts and braces. All steel pipe will be schedule forty (40). All posts will be set as specified in the job specs at no less than thirty (30) inches and all pipes will be capped with metal or concrete caps. All post holes will have a minimum diameter of twelve (12) inches and will be filled surface level with concrete.

(d) All posts will be plumb, on line and to grade. A welded metal H-brace will be installed every three hundred (300) feet or any place an H-brace is removed. Pipe line posts will be set every one hundred (100) feet.

(e) All strands of barbed wire will be taut upon complete of the job. Wire must be tight enough so that a five (5) pound weight that is suspended in the middle of a fifteen (15) foot stretch will not cause more than two inches of sag. The lessee will not re-tighten the existing wires to the point of pulling the line posts out of perpendicular alignment. If necessary, all wires will be removed from the line posts and re-stretched. The wire will be attached to the line posts with galvanized wire fence clips or a minimum of twelve (12) gauge galvanized tie wire. Strands will be spaced in the following manner: the bottom strand will be six (6) inches from the ground, the top strand will be fifty-six (56) inches from the ground, and the remaining strands will be evenly spaced between the bottom and top strands. All Government boundary signs will be removed prior to the removal of the wire and reattached when work is complete.

(f) In segments of the fence that do not require the barbed wire to be removed and re-stretched, the lessee will reattach any strand that has come loose from the line post, correct any strand that no longer conforms to the spaces scheme, and require all broken or missing strand twelve and one-half (12 ½) gauge two-point American made barbed wire.

(g) Splicing of wire will be accomplished by using the fence splicer or the "Western Union" method.

(h) At corner branches, each strand of wire will terminate at the corner post. Each strand of wire will be double wrapped around the post and will be wrapped back upon itself a minimum of four (4) times. All strands of barbed wire will be tied to all vertical posts.

(i) All broken or badly misshapen intermediate line posts (T-posts) will be removed and replaced by the lessee. All new intermediate line posts (T-posts) will be six and one-half (6 ½) feet tall and 1.33 grain. Any T-posts that are out of alignment will be pushed back into alignment or, if necessary, removed and reset.

(j) In places where the fence line has been buried or partially buried by silt, the lessee will pull the T-posts out of the ground and reset them at the proper depth. The strands of barbed wire will reattach according to the specifications as stated in section e.

(k) Water gaps will be constructed according to the site specifications utilizing the water gap scope that is provided.

(l) All existing cross fencing will be securely tied into any newly renovated fence.

(m) The lessee will take every precaution not to damage or disturb Government boundary monuments or markers. The lessee will be held responsible for any damage to Government boundary monuments resulting from work activities. Corners will be installed no closer than 6 inches or further than 8 inches from the monument.

(n) All fences will be left in a cattle-tight condition at the close of each workday.

(o) Some areas will not be accessible by vehicle on Government property. The Government will not incur any expense to gain access; therefore, the lessee is required to perform the work using the best access available on Government property. The Government will not improve access on Government property specifically for the work abatement project.

2. New Fence Construction

(a) The lessee will provide all labor, cutting and welding supplies, tools, tie wire, concrete and equipment to clear fence line and construct new fence in accordance with the following specifications. The lessee will provide all supplies stated specifically in the job scope of work.

(b) All steel pipe will be new or recleaned used drill stem. Sizes of pipes will be dependent on the type of brazing or line posts being used. Pipe will either be two and three eighths (2 3/8) inch, four and one-half (4 ½) inch, or six (6) inch pipe with minimum thickness of schedule forty (40). All T-posts will be six and one-half (6 ½) feet 1.33 grain posts. Wire will be twelve (12) gauge two-point American made barbed wire. Lessee will install corner posts/braces, H-braces, line posts, T-posts and barbed wire as specified in Section 1, Part C.

3. Fence Removal

(a) All fences to be removed will be at the request of the Lake Manager's representative. All wire will be removed and disposed of properly off of government property. Any wires grown over by trees will be cut where the wires enter and exit the tree and be removed. Wires running into the ground will be pulled up as much as possible and cut six (6) inches below ground level.

(b) All posts will be pulled up or cut off at ground level. Wooden posts will be removed and disposed of properly off Government property. If sources for recycling are available, any metal posts and/or wire removed must be recycled. The Government reserves the right to keep any materials that may be needed for future use.

4. Fence Line Clearing

All vegetation, debris, etc. will be removed along fence lines from the property line fence to fifteen (15) feet inside Government property line by the lessee. All vegetation growing within this area with the exception of trees over a six (6) inch diameter to breast height (dbh) as identified by the Lake Manger's representative will be cut off at ground level. Overhanging tree limbs will be trimmed back to a minimum of eight (8) feet. Brush and other vegetative materials will be placed in piles on the lease area at locations designated by the Lake Manager's representative. No burning will be allowed of required.

5. Catch Pen Construction

(a) Lessee will furnish all labor, tools, and equipment to construct catch pens with loading chute. Size and scope of catch pens will vary depending on lease location and size.

(b) Materials will consist of gates varying in length constructed of two (2) inch sixteen (16) gauge steel, powder coated, painted, or galvanized, with bolt-through hinges. Sizes of pipe will be dependent on the type of bracing or corral location of the posts being used. Pipe will either be two and three eighths (2 3/8) inch, four and one-half (4 ½) inch, or six (6) inch pipe with a minimum thickness of schedule 40.

(c) Pipe posts will be a minimum of thirty (30) inches in the ground with a hole diameter of twelve (12) inches and concrete filling the hole to ground level. Posts will be spaced at eight (8) foot intervals. All post tops will be capped or covered with top rails. The coral walls will consist of three to four (3-4) three two three eights (2 3/8) horizontal rails. The bottom rail will be fifty (50) inches above the bottom rail with the remaining posts spaced evenly between the top and bottom rail. Cattle panels fifty (50) inches in height will be welded to the inside (contact side) of the pipe fence. All gates will be twelve (12) inches above ground and will be hung using bolt-through hinges. All gates will swing fully open without dragging. The exact layout and dimensions of the pens will be determined before bids are requested.

6. Strip Plowing

The lessee will disc strips of land for vegetative improvement or firebreaks. The strips will be fifteen (15) to forty-five (45) feet wide. The strips will be plowed to bare soil and dragged smooth. The plowing will be in open areas or pasture perimeters. Any area that must be cleared where plowing will be done according to Section 4: Fence Line Clearing.

7. Pasture Mowing

(a) The lessee will mow vegetation to a height of four (4) inches unless otherwise instructed by the Lake Manager's representative. Woody vegetation two (2) inches in diameter will also be mowed. To prevent the formation of ruts, mowing will not be performed in wet soil conditions.

(b) Mowing may consist of open fields, fence and boundary lines, access roads, and trails. Maps of areas to be mowed will be provided at the time of bid solicitation.

8. Food Plot Plantings

(a) The lessee will provide all labor, equipment, and materials to plant wildlife food plots in locations designated by the Lake Manager's representative. The Government will specify the seed and planting rates to be used.

(b) The plots will be designated by a map as to size and location at the time of bid solicitation. Plots may be located outside of the lessee's area or in a pasture that is being rested in the rotation. Wildlife food plots will not be used for cattle grazing.

(c) Food plots may be plowed to bare soil and planted or may be planted with a no till drill, or broadcast slinging as defined by the Lake Manger's representative. Termination and plowing of the food plot will be at the discretion of the Lake Manager.

9. Native Grass Planting

(a) The lessee will provide all equipment, labor, fuel and supplies to prepare the soil and plant native grasses. The Government will specify the seed, application rates, and schedule to be used when planting. The U.S. Army Corps of Engineers will approve any seed vendor prior to purchase of seed.

(b) Seeding areas may be plowed to bare soil and planted or may be planted with a no till drill or broadcast slinging as defined by the Lake Manager's representative.

(c) The seeding areas will be designated by a map as to the size and location at the time of bid solicitation. Plots may be located outside of the lessee's area anywhere at Whitney Lake. Seeding areas may be designated as non-grazing areas until the Lake Manager's representative deems the area has had a successful chance for survival success.

10. Light Brush and Log Removal

The lessee will provide all labor, materials, and equipment to clear all live or dead trees and brush in designated areas. Fallen or drift logs will be removed and placed into a pile. The brush and logs will be tightly piled in nearby locations designated by the Lake Manager's representative.

11. Mechanical Brush Control

The lessee will provide all labor, materials, fuel, and equipment to mechanically clear and pile brush. Mechanical removal may be utilized for fire lanes, fence line clearing, prairie restoration or general land clearing. The size and type of equipment will be flexible dependent on the size and type of job being bid. All cleared brush will be tightly piled at locations designated by the Lake Manager's representative. After removal, all gouges, or holes from removal of brush or as a result of the equipment used will be smoothed or filled. Care will be taken to not harm non-target trees or fence lines.

12. Chemical Vegetation Control

(a) The lessee will provide all chemicals, equipment, and labor to chemically control target brush species to include mesquite, prairie willow, salt cedar, and any other designated species defined by the job specific scope of work. The person applying the herbicide must possess a valid State of Texas applicators license. A copy of the license must be available to the Lake Manager's representative.

(b) Type and rate of chemical will be set dependent on target species. The timing of application will also be dependent on chemical manufacturing recommendations. The areas to be treated will be identified by a map when the bid request is submitted. A forty-eight (48) hour notice will be made to the lake office prior to the start of application. Care will be taken to reduce chemicals and application will be submitted to the Lake Manager's representative upon completion of the project.

(c) Application will be made following all precautions and specifications on herbicide's label and all applicable local, state, and federal laws and regulations strictly followed.

(d) Lessee may be required to re-treat the target species that are not killed by the initial application. Continued treatment may be required until the target species has been successfully killed at a satisfactory rate determined by the Lake Manager's representative.

13. Area Mowing

The lessee will mow/shred areas of land for vegetative improvement or firebreaks. The areas will be mowed at four (4) inches above the ground as conditions allow. The mowing/shredding will be in a variety of different types of areas from grasslands to bottomland hardwood areas. Any debris or brush that needs to be removed to complete the job will be completed by the lessee prior to mowing.

14. Water Gap Construction

(a) The lessee will furnish all labor, tools, cutting and welding supplies, concrete, tie wire, and equipment to replace or build new water gaps.

(b) Water gap construction will be completed using double H-brace consisting of pipe in various diameters of two and three-eighths (2 3/8) to six (6) inches in diameter. Water gaps will be cable-style with hanging cattle panels. Size and scope of work will vary by location to fit the need of the specified area.

(c) A detailed scope of work and location will be provided at the time of bid request.

15. Gate Replacement

(a) The lessee will furnish all labor, tools, cutting and welding supplies, concrete, tie wire, and equipment to replace or build new gates and gate braces.

(b) Materials will consist of gates of varying lengths constructed of two (2) inch sixteen (16) gauge steel, powder coated, painted, or galvanized, with bolt-through hinges. Pipe consisting of new or re-cleaned used drill stem. Sizes of pipes will be dependent on the type of bracing or gate location of the posts being used.

(c) Gate hinges shall be installed in a manner that prevents the gate from being lifted up and off of the hinges. Gate shall swing fully open without dragging.

(d) Gate shall have a sufficient length of one (1) inch chain welded on the non-hinged side used to secure the gate with a combination lock provided by the Government.

16. Erosion Control and Earth Moving

(a) The lessee will furnish all labor, tools, equipment and fuel to repair or construct erosion control structures or retention ponds.

(b) The type and location of a structure will be dependent on location and need at the time of bid. A specific scope of work will be available at time of bid request.

(c) Work may include, but is not limited to, placing of rip rap rock, shaping of ditches and water ways, construction of retention ponds, and any other type of excavation or earth moving as may be required based on location and issue.

HAZARD ANALYSIS AND APPLICATION RECORD

ER 1130-2-413

HAZARD ANALYSIS AND APPLICATION RECORD

ANNUAL PESTICIDE ACTUAL USAGE RECORD FOR _____

PROJECT: _____

DISTRICT: _____

LAKE: _____

DATE: _____

PESTICIDE TRADE NAME: _____

E.P.A. CLASSIFACTION: _____

E.P.A. REGISTRATION #: _____

ACTIVE INGREDIENTS: _____

PURPOSE OF TREATMENT: _____

LOCATION OF TREATMENT: _____

SIZE OF TREATED AREA: _____

QUANTITY USED: _____

SPECIAL PRECAUTIONS: _____

APPLICATOR: _____

PESTICIDE/HERBICIDE APPLICATION RECORD *

Lake: _____ **Operator:** _____

Date of Application: _____ **Time:** _____

Purpose of Treatment: _____

Location of Treatment: _____

Size of Treated Area: _____

WEATHER CONDITIONS DURING TREATMENT

Air Temp: _____ **Water Temp (if applicable):** _____

Wind Direction: _____ **Wind Velocity:** _____

Percent Cloud Cover: _____

PESTICIDE/HERBICIDE:

Common Name: _____

Active Ingredient(s): _____

Percent Active: Ingredient(s): _____ **EPA Registration No.:** _____

Manufacturer: _____

Mixture or Form Applied: _____

Application Rate: _____ **Method:** _____

Special Precautions Taken: _____

Total Quantity Used: _____

Problems Encountered at Time of Application: _____

NUMBER OF REPEAT APPLICATONS TO BE MADE AT THIS SITE (This Year):

Company Name: _____ **Telephone:** _____

_____

(Signature of Operator)

*** This record must be kept for TWO (2) years after treatment**

DEPARTMENT OF THE ARMY LEASE

FOR AGRICULTURAL OR GRAZING PURPOSES

LOCATED ON

WHITNEY LAKE

HILL COUNTY, TEXAS

SAMPLE

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, acting by and through the Real Estate Contracting Officer, Real Estate Division, U.S. Army Engineer District, Fort Worth District, hereinafter referred to as the Lessor, and <<Company Name>>, with its principal address at <<ADDRESS>>, <<CITY, STATE, ZIP>>, hereinafter referred to as the Lessee.

WITNESSETH:

That the Lessor finds that this Lease is advantageous to the United States, that the terms and conditions are considered to promote the national defense or to be in the public interest; that the Premises are under the control of the Lessor; that the Premises are not needed for the Term below for public use by the Lessor; and that the property is not excess property.

That the Lessor, by the authority of Title 10, United States Code, Section 2667, and for the consideration hereinafter set forth, hereby leases to the Lessee the property identified in **EXHIBITS A – MAP** and **B – LEGAL DESCRIPTION,** attached hereto and made a part hereof, hereinafter referred to as the Premises, over approximately 625 acres for grazing purposes, and in accordance with the land use regulations identified in **EXHIBIT C**, which is 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)** years, beginning **Month Day, year,** and ending **Month Day#, Year**, unless earlier terminated pursuant to the condition on **TERMINATION**. Provided that the Lessee has complied with the terms of this contract to the complete satisfaction of the Secretary or his representative, the Secretary has the option to grant the Lessee one (1) additional 5-year option.

2. CONSIDERATION

a. As consideration for this Lease, the Lessee shall pay to the Lessor consideration in the total value of **_____ DOLLARS ($_____)** per annum.

(1) The Lessee will [also] provide consideration in-kind which shall be accomplished by the Lessee for as described in the Land Use Regulations attached as **Exhibit C**.

(2) The Lessee must comply with the terms and conditions of the land use regulations. The Lessor may terminate this Lease if the Lessee fails to comply with the terms and conditions of, or is in default under, the land use regulations. Failure to comply with the land use regulations will also be considered non-payment of consideration.

a. All rent and other payments due under the terms of this Lease must be paid on or before the date payments 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) (the later of the due date or the date notification of the amount due is mailed to the Lessee). 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. SUPERVISION BY THE LESSOR

a. The use and occupation of the Premises incident to the exercise of the privileges and purposes hereby granted shall be subject to the supervision and approval of the Lessor and to such general rules and regulations as the Lessor may from time to

SAMPLE

time prescribe.

b. The Premises shall be under the general supervision and subject to the approval of the Lessor, who is the officer with operational control over the Premises, hereinafter referred to as said officer. The Lessee's use of the Premises shall be accomplished in such manner as not to endanger personnel or property of the said officer or obstruct travel on any road or other thoroughfare.

4. COST OF UTILITIES

The Lessee shall pay the cost, as determined by the said officer, 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 said officer.

5. NOTICES

a. All notices and correspondence to be given pursuant to this Lease shall be addressed, if to the Lessee, to <<NAME>>, <<ADDRESS>>, <<CITY>>, <<STATE>> <<ZIP CODE>>; and if to the Lessor, to the Real Estate Contracting Officer, Attention: Chief, Real Estate Division, Attention: CESWF-RE-M, Post Office Box 17300, Fort Worth, Texas 76102-0300; or as may from time to time otherwise be directed by the parties.

b. Notices shall be mailed by certified mail, postage prepaid, return receipt requested, addressed to the addresses listed in 4.a. above. The effective date of the notice shall be the earlier of the actual date of receipt or the date the addressee is notified of the attempted delivery of the certified mail, whether or not the addressee actually accepts delivery. Use of an express delivery service will not substitute for this requirement.

c. Communications other than notices required under this Lease may be sent by means other than certified mail, return receipt requested, including electronic mail." Such communications include routine matters of coordination and informal exchange of information.

6. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary of the Army", "Real Estate Contracting Officer", "Lessor", "said officer", or "Chief, Real Estate Division" shall include their duly authorized representatives. Any reference to

SAMPLE

"Lessee" shall include sublessees, licensees, assignees, transferees, successors, and their duly authorized representatives.

7. IDENTIFICATION OF GOVERNMENT AGENCIES, STATUTES, PROGRAMS, AND FORMS

Any reference in this Lease, by name or number, to a government department, agency, statute, regulation, program, or form shall include any successor, amendment, or similar department, agency, statute, regulation, program, or form.

8. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal, State, county, and municipal laws, ordinances, and regulations wherein the Premises are located.

b. The Lessee shall be solely responsible for obtaining at its cost and expense any permits or licenses required for its operations under this Lease, independent of any existing permits or licenses held by the Lessor.

c. The Lessee understands and acknowledges that the granting of this Lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or Section 408 (33 U.S.C. § 408) or any other permit or license which may be required by Federal, State, interstate, or local laws, regulations, and ordinances in connection with the Lessee's use of the Premises.

d. The Lessee shall promptly report to the Lessor any incident for which the Lessee is required to notify a Federal, State, or local regulatory agency or any citation by a Federal, State, or local regulatory agency of non-compliance with any applicable law, ordinance, or regulation.

e. The Lessee shall comply with the Land Use Regulations attached hereto as **EXHIBIT C.**

9. DISCLAIMER

This Lease is effective only insofar as the rights of the United States in the Premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights.

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10. TRANSFERS AND ASSIGNMENTS

Without prior written approval of the Lessor, the Lessee shall not transfer or assign this Lease, sublet the Premises or any part thereof, or grant any interest, privilege, or license whatsoever in connection with this Lease. Failure to comply with this paragraph shall constitute a breach for which the Lessor may immediately terminate the Lease.

11. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the Premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

12. SUBJECT TO EASEMENTS

This Lease is subject to all existing easements, whether of record or not, 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 Lessor, interfere with the use of the Premises by the Lessee.

13. SUBJECT TO MINERAL INTERESTS

This Lease is subject to all outstanding mineral interests. As to federally-owned mineral interests, the Lessee understands and acknowledges that such interests may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), Department of the Interior which has responsibility for mineral development on federal lands. The Lessor 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.

14. PROTECTION OF PROPERTY

a. For the purposes of this condition, the term “Lessee” shall include Lessee’s employees, officers, agents, invitees, contractors and subcontractors, assigns, licensees, sub-lessees, subgrantees, and other affiliates.

b. The Lessee shall keep the Premises in good order and repair and in a decent, clean, sanitary, and safe condition by and at the expense of the Lessee. The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this Lease, and shall exercise due diligence

SAMPLE

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 the Lessor, or at the election of the Lessor, reimbursement made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the Lessor.

c. The Lessee shall immediately notify the Lessor upon discovery of any hazardous conditions on the Premises that present an immediate threat to health and/or danger to life or property. The Lessor, upon discovery of any hazardous conditions on the Premises that present an immediate threat to health and/or danger to life or property, will so notify the Lessee. In addition to the rights of termination for noncompliance or at will (for any reason at any time), upon discovery of any hazardous conditions on the Premises by the Government, or upon notice of Lessee's discovery of such conditions, the Government shall close, or cause the Lessee to close the affected part or all of the Premises to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected, the Lessor will have the option to: (1) correct the hazardous conditions and collect the cost of repairs and any other resulting damages, including consequential damages and loss in value to the Premises from the Lessee, if the conditions were caused by Lessee; or, (2) revoke the Lease for noncompliance or at will (for any reason at any time) and the Lessee shall restore the Premises in accordance with the Condition on **RESTORATION**. The Lessee shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition on **PROTECTION OF PROPERTY**. Hazardous conditions not caused by the Lessee will be dealt with at the discretion of the Lessor, but the Lessee will nonetheless be responsible for closing the area as directed by the Lessor or complying the Lessor's closing of the area, as applicable, in accordance with this condition.

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15. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with government purposes; to make inspections, to remove timber or other material, except property of the Lessee, <<to flood the Premises, to manipulate the level of the lake or pool in any manner whatsoever>> and/or to make any other use of the Premises or portion(s) thereof as may be necessary in connection with government purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

16. TITLE TO IMPROVEMENTS

The demolition, renovation, and construction of improvements by the Lessee are private undertakings, and during the term of this Lease title to all such improvements

vest and remain in Lessee. The improvements shall remain real property for the duration of this Lease. All structures and equipment furnished by the Lessee shall be and remain the property of the Lessee during the term of the Lease. Upon expiration, revocation, or termination of the Lease, disposition of such improvements shall be accomplished in accordance with the condition on **RESTORATION**.

17. DESTRUCTION BY UNAVOIDABLE CASUALITY

If the Premises or improvements thereon shall be destroyed or be so totally damaged by fire or other unavoidable casualty so as to render the Premises untenantable, wholly or in part, then payment of rent shall cease and either party may forthwith terminate this Lease by written notice to that effect, notwithstanding the condition on **TERMINATION**. If part of the Premises or the improvements were rendered untenantable, rental payment may be apportioned to reflect the part remaining usable to Lessee. In the event the Lease is not terminated, the Lessor shall diligently proceed to return the Premises and improvements to operation and resume payment of rent in a manner and in a timeframe satisfactory to the Lessor.

18. RENTAL ADJUSTMENT

In the event the Lessor revokes this Lease or in any other manner materially reduces the Premises 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. Any adjustment of rent shall be evidenced by a written supplemental agreement, executed by the Lessor; PROVIDED, however, that none of the provisions of this condition shall apply in the event of revocation because of noncompliance by the Lessee with any of the terms and conditions of this Lease.

19. PROHIBITED USES

a. The Lessee shall not permit gambling on the Premises or install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the Premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the Premises any activity which would constitute a nuisance. The Lessee shall not sell, store or dispense, or permit the sale, storage, or dispensing of beer or other intoxicating liquors on the Premises.

b. The Lessee shall not construct or place any structure, improvement, or advertising sign on the Premises, or allow or permit such construction or placement without prior written approval of the Lessor.

SAMPLE

20. ENVIRONMENTAL PROTECTION

a. The Lessee, including the Lessee's sublessees, successors, or assigns, and the employees, agents, contractors and invitees of any of them, will use all reasonable means available to protect the environmental and natural resources and where damage nonetheless occurs from activities of the Lessee, including the Lessee's subtenant/successors or assigns, employees, agents, contractors and invitees of any of them, the Lessee shall be liable to restore the damaged resources.

b. The Lessee, including the Lessee's sublessees, successors, or assigns, and the employees, agents, contractors, and invitees of any of them, shall protect Whitney Lake against pollution of its air, ground, and waters by complying, at its sole cost and expense, with all Environmental Laws that are or may become applicable to the Premises or the Lessee's activities on the Premises, including but not limited to all applicable federal, State, and local laws, regulations, United States Army Corps of Engineers policies, and other requirements. The disposal of any toxic or hazardous materials within the Premises is specifically prohibited.

c. The term “Environmental Law”, as used herein, means any statute, law, act, ordinance, rule, regulation, order, decree, or ruling of any Federal, State, and/or local governmental, quasi-governmental, administrative or judicial body, agency, board, commission, or other authority relating to the protection of health and/or the environment or otherwise regulating and/or restricting the use, storage, disposal, treatment, handling, release, and/or transportation of Hazardous Substances, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, the Clean Air Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Emergency Planning and Community Right To Know Act, and the environmental control laws of the State of Texas, each as now or hereafter amended, and all regulations and interpretive guidelines respectively promulgated thereunder. Compliance with such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, State, interstate or local governmental agency, are hereby made a condition of this Lease.

d. The Lessee is required to participate in all aspects of an environmental assessment, including but not limited to pre-briefings, the Outgrant Pre Visit Questionnaire, the assessment, exit briefings, of its outgranted area. The Lessee shall promptly initiate and complete all necessary corrective actions, as determined and directed by the said officer, in order to fully resolve those findings contained in Environmental Assessment Report(s) that the said officer determines must be implemented. Failure of the Lessee to take the required corrective action(s) identified in the Environmental Assessment Report(s) may be referred to the appropriate enforcement agency, which will render final determinations with respect to compliance with relevant laws or regulations. Continued non-compliance by the Lessee may also

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serve as grounds for revocation of this Lease.

e. The use of any pesticides or herbicides within the Premises shall be in conformance with all applicable Federal, State, interstate, and local laws and regulations. The Lessee must obtain approval in writing from the said officer before any pesticides or herbicides are applied to the Premises.

21. EXCAVATION RESTRICTIONS AND NOTIFICATION

In the event that the Lessee discovers unexpected, buried debris or a foreign, potentially unsafe or hazardous substance, the Lessee will immediately cease work in the affected area, immediately notify the said officer, and protect the affected area and the material from further disturbance until the said officer gives clearance to proceed. Such abeyance of activity in the affected area shall not constitute a default of the Lessee's obligation under this Lease.

22. 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 the Lessor and protect the site and the material from further disturbance until the Lessor gives clearance to proceed.

23. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to the Lessor, all soil and water conservation structures that may be in existence upon said 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 by the Lessor, at the Lessee's sole cost and expense.

24. NATURAL RESOURCES

The Lessee shall cut no timber; conduct no mining operations; remove no sand, gravel, or kindred substances from the ground; commit no waste of any kind; or in any manner substantially change the contour or condition of the Premises except as authorized in writing by the Lessor.

SAMPLE

25. FORCE PROTECTION STANDARDS

Any facilities constructed on the Premises may be constructed using commercial standards in a manner that provides force protection safeguards appropriate to the activities conducted in, and the location of, such facilities.

26. RESTORATION

a. Upon expiration, revocation, or termination of this Lease, the Lessee shall vacate the Premises, remove its real property improvements and personal property (Lessee's property) from the Premises unless otherwise agreed by the Lessor, and restore the Premises to a condition satisfactory to the Lessor. Such restoration shall include restoration of all property of the United States on the Premises and environmental restoration as determined based on the condition on **ENVIRONMENTAL SITE ASSESSMENT**.

b. In the event this Lease is terminated or revoked by the Lessor for any reason, the Lessor may grant the Lessee a non-exclusive revocable license to use the Premises to vacate, remove Lessee's property therefrom, and restore the Premises to the required condition. Such license shall generally be for a period not to exceed ninety (90) days.

c. If the Lessee shall fail or neglect to remove Lessee's property and restore the Premises as required in this condition on **RESTORATION**, the Lessor may cause restoration work to be performed, including but not limited to removal of Lessee's property from the Premises. The Lessee shall have no claim for damages against the United States or its officers or agents related to or resulting from any removal of Lessee's property or any restoration work. The Lessee shall pay the United States on demand any sums which may be expended by the United States after expiration, revocation, or termination of the Lease to remove Lessee's property and to restore the Premises.

d. Upon written agreement by the Lessor, any or all of the Lessee's property may be surrendered to the United States in lieu of removal, with title vesting in the United States without additional consideration therefore. The Lessee grants the Lessor power of attorney to execute any deed, bill of sale, or other documents to clear title to such real property improvements or personal property which the Lessor has agreed shall not be removed from the Premises. The Lessor may provide appropriate evidence of title in the Lessee to all property being removed by Lessee.

27. TERMINATION

a. The Lessor may terminate this Lease at any time (i) if the Lessee fails to comply with any term or condition of this Lease, or (ii) at will (i.e. at any time for any reason).

SAMPLE

b. The Lessee may terminate this Lease at any time by giving the Lessor at least thirty (30) days' notice in writing, provided that no refund by the United States of any rent due and paid shall be made, and provided further, that Lessee shall be responsible to pay any and all rent set forth in the condition on **CONSIDERATION** that becomes due and payable prior to the effective date, as defined in the condition on **NOTICES**, of such notice.

28. FAILURE OF LESSOR TO INSIST UPON COMPLIANCE

a. The failure of the Lessor to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this Lease shall not be construed as a waiver or relinquishment of the Lessor's right to the current or future performance of any such terms, covenants, or conditions and the Lessee's obligations in respect to such performance shall continue in full force and effect.

b. No remedy herein or otherwise conferred upon or reserved to Lessor shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at or in equity, regulation, or by statute. Every power and remedy given by this Lease to Lessor may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

29. DISPUTES

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. §§ 7101-7109) (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 payments 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 a liability or amount or is not acted upon in a reasonable time.

SAMPLE

c.

(1) A Claim by the Lessee shall be made in writing and submitted to the Lessor for a written decision. A claim by the Government against the Lessee shall be in the form of a written decision by the Lessor.

(2) For Lessee claims exceeding $100,000, the Lessee shall submit with the claim a certification that—

(i) the claim is made in good faith;

(ii) supporting data are accurate and complete to the best of the Lessee's knowledge and belief; and

(iii) the amount requested accurately reflects the Lease adjustment for which the Lessee believes the Government is liable.

(iv) the certifier is authorized to certify the claim on behalf of the Lessor.

(3) The individual signing on behalf of the Lessee must be authorized to certify the claim on behalf of the Lessee and shall be:

(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 an individual authorized to certify on behalf of the entity who is –

(A) a senior company official in charge of 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 Lessor must, if requested in writing by the Lessee, render a decision within sixty (60) days of receipt of the request. For Lessee-certified claims over $100,000, the Lessor must decide the claim or notify the Lessee of the date by which the decision will be made within sixty (60) days of receipt of the request.

e. The Lessor’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 Lessor or a claim by the

SAMPLE

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 certificate 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 or the amount found due and unpaid by the Government from (1) the date the Lessor 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 Lessor 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 the performance of the Lease, pending final resolution of any request for relief, claim, or action arising under the Lease, and comply with any decision of the Lessor.

SAMPLE

30. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Lessee, or for damages to the property or injuries to the person of the Lessee's officers, agents or employees or others who may be on the Premises at their invitation or the invitation of any one of them, and the Lessee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors. Notwithstanding any other provision of this Lease, any provision that purports to assign liability to the United States Government shall be subject to and governed by Federal law, including but not limited to the Contract Disputes Act of 1978 (41 U.S.C. Sections 7101-7109 (2012)), the Anti-Deficiency Act (31 U.S.C. Sections 1341 and 1501), and the Federal Tort Claims Act (28 U.S.C. Section 2671, et seq.).

31. NO INDIVIDUAL LIABILITY OF UNITED STATES OFFICIALS

No covenant or agreement contained in this Lease shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the United States, in his or her individual capacity and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Lease, whether by virtue of any constitution, statue, or rule of law or by the enforcement of any assessment or penalty, or otherwise.

32. ANTI-DEFICIENCY ACT

Nothing in this Lease shall obligate the Lessor to obligate appropriated funds in violation of the Anti-Deficiency Act 31 U.S.C. §§ 1341-1351. Notwithstanding the foregoing, nothing contained in this Lease shall limit, diminish, or eliminate any rights that the Lessee or its successors or assigns may have against the Lessor under applicable statutes, rules, or regulations.

33. 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 paid promptly 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.

34. 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 fee, 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 Lessor shall have the right to annul this Lease without liability or, in its discretion, to require the Lessee to pay to the Lessor, in addition to the Lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

35. SEVERAL LESSEES

If more than one Lessee is named in this Lease the obligations of said Lessees herein contained shall be joint and several obligations.

36. MODIFICATIONS AND CONSENTS

a. This Lease contains the entire agreement between the parties hereto with regard to the Lease, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing and signed by the parties to be bound or by a duly authorized representative. This provision shall apply to this condition as well as all other conditions of this Lease.

b. The provisions of this Lease may only be superseded, modified, or repealed pursuant to a written amendment or supplemental agreement to this Lease.

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37. MERGER

This Lease and any other agreement shall not merge. In the event the terms and conditions of this Lease conflict with the terms and conditions of any other agreement, the terms and conditions of the Lease shall prevail.

38. NOT PARTNERS

Nothing contained in this Lease will make, or will be construed to make, the Lessor and the Lessee hereto partners or joint venturers with each other, it being understood and agreed that the only relationship between the Lessor and the Lessee under this Lease is that of landlord and tenant with respect to the Premises.

39. NON-DISCRIMINATION

The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the Premises, because of race, color, religion, sex, sexual orientation, gender identity age, handicap, or national origin pursuant to Executive Order 13672, 21 July 2014. The equal opportunity clauses set forth at 41 C.F.R. 60-1.4(a) are hereby incorporated by reference in this Lease and the Lessee shall comply with such clauses. Any reference in such clauses “contractor” shall mean the Lessee, any reference to “contract” shall mean the Lease, and any reference to “subcontract” shall mean the any sublease or contract for services required under the Lease. If the Lessee believes it is exempt from compliance with such clauses in whole or in part pursuant to 41 C.F.R. 60-1.5, the Lessee shall provide to the Government information necessary to determine the applicability of such clauses. The Lessee shall comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

40. DETERMINATION REGARDING EXECUTIVE ORDER 13658

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

a. Executive Order 13658. 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

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paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2018 and December 31, 2018 shall be $10.35 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 Orders 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

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Order 13658.

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

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 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 $10.35 (or the minimum wage as established each January thereafter) to any worker.

g. Payroll Records.

(1) The contractor shall made and maintain for three years of records containing the information specified in paragraphs f(1)(i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representative 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.

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(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 cause 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 representative of the Wage and Hour Division to conduct investigation, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulation; 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 (an 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

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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 received at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

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

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

m. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice

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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.

n. 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, suites, 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.

41. DETERMINATION REGARDING EXECUTIVE ORDER 13706

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

a. Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the

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regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Oder 13706, 29 CFR part 13, and this clause.

c. Withholding. The contracting officer 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 employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any and/or benefits denied or lost be reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

d. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wages or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in

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paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, 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 of each employee;

(ii) The employee's occupation(s) or classifications(s);

(iii) The rate or rates of wages paid (including all pay and benefits provided);

(iv) The number of daily and weekly hours worked;

(v) Any deductions made;

(vi) The total wages paid (including all pay and benefits provided) each pay period;

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;

(ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in §13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);

(xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;

(xiii) The relevant covered contract;

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and

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(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time they asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use their paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirement, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or

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documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirement of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representative of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The contractor (as defined in 29 CFR 13.2) 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.

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 of firm who has an interest in the contractor's firm is a person of 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 received Federal contracts currently maintained on the System for Award Management Web site, http://www.SAM.gov.

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

j. Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual

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or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification of other documentation provide to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13;

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees 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 employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 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 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its

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subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

42. SITE SPECIFIC CONDITIONS

a. Lessee will have all work in kind completed no later than the yearly anniversary date of the lease.

b. Lessee will be required to submit receipts showing proof of expenses for annual work in kind items.

c. Lessee will meet with the Whitney Lake Office grazing lease coordinator at the beginning of each year, as outlined in EXHIBIT C, to go over the annual work in kind required. Line items and budget will be estimate for each lease year.

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

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____day of _____, 2026.

Lee A. Flannery
Deputy Chief, Real Estate Division
Real Estate Contracting Officer

NOTARIAL CERTIFICATE
STATE OF <<STATE>>)
) ss.
COUNTY OF <<COUNTY>>)

I, <<name>> a Notary Public, in and for said County in said State, hereby certify that <<NAME>>, whose name as <<Title>>, <<Company>> is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument <<he/she>>, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this [number] day of [month], [year].

<<signature>>
Notary Public

<<SEAL>>

My commission number: [number]
My Commission Expires: [date]

[Lessor Signature Page]

THIS LEASE is also executed by the Lessee this ____day of _____, 2026.

AUTHORIZED REPRESENTATIVE

BY: _____

TITLE: _____

NOTORIAL CERTIFICATE
STATE OF <<STATE>>)
) ss.
COUNTY OF <<COUNTY>>)

I, <<name>> a Notary Public, in and for said County in said State, hereby certify that <<NAME>>, whose name as <<Title>>, <<Company>> is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument <<he/she>>, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this [number] day of [month], [year].

<<signature>>
Notary Public

<<SEAL>>

My commission number: [number]
My Commission Expires: [date]

[Lessee Signature Page]