

NOTICE OF AVAILABILITY TO LEASE GOVERNMENT PROPERTY

Notice No. **DACW41-21-B-RE-0036**

Dated: **January 11, 2021**

Located at WILSON LAKE, KANSAS
For Grazing purposes only

BID OPENING WILL BE CONDUCTED	
Date:	February 24, 2021
Location:	Corps of Engineers, Kansas City District 635 Federal Building 601 East 12th Street Real Estate Division, Rm 613 (Map Room) Kansas City, Missouri 64106-2824

****Prospective Bidders are required to meet with Wilson Lake Project Personnel prior to bid opening. See paragraph 22 of the Land Use Requirements for more information.**



**US Army Corps
of Engineers** ®
Kansas City District

Property to be Leased:

Number of items: **1**

Usable acres: **159**

Term: **3 Grazing Seasons**

Beginning: **January 1, 2021**

Ending: **December 31, 2023**

**** See attached application for details**

Notice of Availability
For Leasing Property of the United States
Wilson Lake, Kansas

Sealed applications, subject to the conditions and terms contained herein, will be received at the office of the District Engineer: Corps of Engineers Kansas City District, P.O. Box 15339, Kansas City, MO 64016-2824, until **February 19, 2021** for the leasing of the following described Government Property:

1. **INSPECTION INFORMATION.** Arrangements for an inspection of the lease units are to be made with the **Operations Manager, Wilson Lake Project Office, 4860 Outlet Blvd. Sylvan Grove, KS 67481**. It is the responsibility of each applicant to inspect the tract, read the attached lease (including the Land Use Requirements) and discuss any areas of concern with the Operations Manager.

2. **DESCRIPTION.** See attached maps for description of the property. The maps are believed to be correct, but any error or omission in the description of the property or on the maps shall not constitute any ground or reason for nonperformance of the provisions and conditions of the lease or claim by the lessee for any refund or deductions from the rental. All acreages stated in this Notice of Availability are approximate. Prospective applicants should verify the actual useable acreage for each lease unit.

3. **PURPOSE OF LEASING.** The property may be leased for **crop/hay production** as stated on the application sheet.

4. **AUTHORITY OF LAW.** The authority of law for the granting of this lease is Title 10, United States Code, Section 2667.

5. **TERMS AND CONDITIONS OF LEASING.**

a. **Form of Lease.**

(1) The successful applicant will be required to enter into a lease with the United States on the lease form attached hereto. The lease will be subject to any existing easements for electric power transmission lines, telephone or telegraph lines, water, gas, gasoline, oil, or sewer pipelines, or other facilities located on the property covered by said lease.

(2) Maintenance requirements contained therein are an integral part of the consideration for the tract, and failure to accomplish required maintenance could result in revocation of the lease for noncompliance.

b. **Term.** The leases will be for a term beginning **January 1, 2021** and for the duration specified on the application sheet.

c. Combining Lease Units. In the event an application is successful on more than one of the tracts advertised herein, they may be combined in one lease.

d. Payments of Rental.

(1) The multiple-year lease will provide for the payment of cash rental to the United States, **annually in advance of 1 January**, each year thereafter.

(2) Term Rental Payments, if the lease's rent for the entire term totals less than \$2,500 AND there are no rental abatements involved, **the lease may, at the government's option**, provide for the payment of cash rental to the United States for the entire term, in advance.

e. Deposit Required for Annual and Term Rental.

(1) **General:** No application will be considered unless it is accompanied with a separate deposit for each application. Such deposit must be in the form of a check or money order, payable to the FAO-USAED Kansas City. In the event of default by the successful lease applicant, that applicant's deposit may be applied by the Government to any Government loss, cost and expense occasioned thereby, including any incurred in leasing the property and any difference between the rent for another lease, if the latter amount is less. The applicant is liable for the full amount of damages sustained by the Government because of his default; such liability is not limited to the amount of the applicant's deposit. Deposits of unsuccessful lease applicants will be returned, without interest, as promptly as possible after rejection.

(2) **Annual Rental:** Each unit with an annual rental amount up to \$1,000.00 **AND** not requiring a first year Rental Offset will require a deposit of the full amount. Any application over \$1,000.00 annually OR any application on a lease unit requiring a first year Rental Offset will be approximately equal to but not less than ten (10) percent of the annual rental offered for each item, in order to guarantee that the applicant will enter into a written lease and pay the balance of the rental due within ten (10) days after receipt of written notice of acceptance of his application and a draft of lease for execution.

(3) **Term Rental:** Each unit with a term rental amount of \$2,500.00 or less and with no rental abatements involved with the lease, will require an application deposit of the full rental amount of the term, for each item, in order to guarantee that the applicant will enter into a written lease

f. Reservations and Crop Limitations. Lands comprising the project area were purchased with public funds primarily for flood control purposes. The recreational use of the project lands is also recognized. Utilization of these lands is administered as determined to be in the best interest of the public. It is anticipated that certain areas may be required for operational, recreational or other allocated purposes. In the event

that it becomes necessary during a season of the lease to remove and convert all or a portion of the leasehold to another use, an equitable adjustment will be made in the rental in accordance with applicable provisions of the lease.

g. Warranty. The property described herein will be leased subject to the provisions and conditions of the Notice of Availability and the attached lease form. The property is now subject to inspection by prospective applicants. Applicants are expected to inspect the property and form their own conclusions as to its suitability for their purposes. The failure of any applicant to make such inspection will not constitute grounds for any claim for adjustment or for the withdrawal of his application after the time of application opening. The Government makes no guaranty or warranty, either expressed or implied, with respect to the property. It is to be understood and agreed that there is no warranty of any character other than that expressly stated in this notice of availability.

h. Award of Lease. Leases will be awarded to the highest applicant who is responsive to this Notice of Availability, provided that the applicant is responsible, the application is reasonable, and it is in the interest of the United States to accept it. Identical offers will be decided by drawing lots. An award letter and a copy of the lease to be signed and returned by the Lessee, will be sent to the winning applicant.

i. Acceptance of Applications. All applications will remain open for acceptance or rejection for ten (10) days from the date of opening. Notice of award will be given as soon as practicable to the successful applicant or, to a duly authorized representative, in writing at the address indicated in the application.

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

6. INSTRUCTION TO APPLICANTS.

a. Applicants Subject to These Terms. All applications submitted shall be deemed to have been made with full knowledge of all the terms herein contained. Respondents are expected to inspect the property and form their own conclusions as to its suitability for the stated purposes.

b. Application Format. Applications must be submitted on the application form attached hereto, and must be accompanied with the Taxpayer Identification Form and the required deposit for each application.

c. Qualification of Applicants. Applications qualified on an "all or none" basis will not be accepted. Other qualifications on applications which deviate from the terms of the Notice of Availability will be rejected.

d. Submission of Applications. It will be the duty of each applicant to have the application delivered by the time and at the place prescribed in the Notice of Availability. If the application is returned by mail, it is recommended that the application be submitted by Special Delivery or Certified Mail with return receipt for verification of delivery date. **Mail early** so the mailed application will arrive at the Kansas City District office on the date and by the time stated in this Notice of Availability, no late applications will be accepted. **In person delivery of applications is not available due to the COVID-19 Pandemic.** Applications will be securely kept, unopened. No responsibility will attach for the premature opening of an application not properly addressed and identified. **Mailed bids must be received by February 19, 2021.**

e. Marking and Sealing Applications. The Notice of Availability number and application opening time must be plainly marked on the sealed envelope in which applications are submitted.

Inner Envelope Label

Notice No. DACW41-21-B-RE-0036
Date of opening: February 24, 2021

SEALED BID. DO NOT OPEN
US Army Corps of Engineers
Kansas City District
P.O. Box 15339
Kansas City, MO 64106

Outer Envelope Label

(Your Return Address)

Wilson Lake

US Army Corps of Engineers
Kansas City District
P.O. Box 15339
Kansas City, MO 64106

f. Execution of Applications. Each application must give a full address, telephone number, and email of the applicant and be signed with the applicant's usual signature. Any additional sheets shall be identified with the applicant's name. An application signed by an attorney or agent in behalf of the applicant shall be accompanied by an authenticated copy of the Power of Attorney, or other evidence of authority to act on behalf of the applicant. If the applicant is a corporation, the attached Corporate Certificate must be completed. If the application is signed by the secretary of the corporation, the Certificate must be signed by some other officer of the corporation

under the corporate seal. In lieu of the Corporate Certificate, there may be attached to the application copies of as much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

g. Application Modifications, Withdrawals, or Late Applications. The person whose duty it is to open the applications will decide when withdrawal of an application will be considered. Applications may be modified or withdrawn only by written requests received from applicants prior to the time fixed for opening. Negligence in preparing the application confers no right to withdraw the application after it has been opened. Applications, modifications, or withdrawals received after the time fixed for opening and before award is made will be considered if sent by special delivery or certified mail not later than the 7th calendar day prior to the date specified for receipt of applications or if sent by mail and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt by said officer.

h. Opening of Applications. At the time fixed for the opening, application contents will be made public. Applicant Social Security numbers or Tax Identification numbers will not be made public.

i. Default. In the event that the successful responder fails to enter into a lease within thirty (30) days after receipt of Government notification that his/her offer has been accepted and receipt of a draft lease for execution, or in the event that the successful applicant fails to comply with the terms of this Notice, the Government may declare the applicant in default and retain the deposit as liquidated damages. The applicant may also be placed on the no-bid list which would preclude them from bidding on Lease Units in the future.

j. Additional Information. Arrangements for inspection, individual tract maps, additional copies of the notice, application sheets, or other additional information may be obtained from the District Engineer, Kansas City District, Corps of Engineers, Attn: Real Estate Division, 635 Federal Building, 601 East 12th Street, Kansas City, Missouri 64106-2824, or the Operations Manager, U.S. Army, Corps of Engineers, Wilson Lake, KS.

k. Attendance to Bid Openings is not available due to the COVID-19 Pandemic.

Application Form
 For Leasing Property Owned By The United States
 Wilson Lake, KS

To: District Engineer
 US Army Corps of Engineers
 Kansas City District
 P.O. Box 15339
 Kansas City, Missouri 64106

 Date

Dear Miss/Sir:

The undersigned, in accordance with the **Notice for Availability, No. DACW41-21-B-RE-0036**, dated **January 11, 2021**, for the leasing of property at Wilson Lake, Kansas, and subject to all the conditions and requirements thereof, which, so far as they relate to this application, are made a part of it, proposes to enter into a lease for the property below, and hereby agree(s) to pay the rental set out below:

TERM: The Grazing lease term is **January 1, 2021** and last season ending **December 31, 2023**.

NOTE: All lease units are subject to the requirements set forth in sections A, B, and C of the "General Requirements" document.

Item	Lease Unit (LU)	Useable Acreage			
		Crop	Pasture	Total Acreage	Bid Amount Per Year
1	Wilson Wildlife Area – North Pasture	0	159	159	\$

Enclosed are separate money orders or checks, payable to Finance and Accounting Officer, U.S. Army Corps of Engineers, totaling \$_____ to cover the required deposit, which is full payment for each rental amount of up to and including \$1,000 and/or not less than ten percent (10%) deposit for each rental amount over \$1,000.

I (we) make this application with full knowledge of all the conditions and requirements herein-before set forth, and if this offer is accepted, I (we) agree to promptly execute an appropriate lease, which I (we) understand you will furnish me (us), and return all copies of the same to your office within ten (10) days from the date it is delivered to me (us). If I (we) fail or refuse to execute and return said lease as aforesaid, the Government may declare this application in default and deposit submitted within support hereof will be retained by the United States as liquidated damages.

(Applications must be signed and returned)

Printed Name

Signature

Street Address

City, State, and Zip Code

Email Address

Telephone No.

Date

Note: If applying as a partnership, the names of the firm or partnership must appear above the signature. The application must then be signed by all of the partners or the application may be signed by any one of the partners as one of the firm, provided the names and addresses of all of the partners are listed on this application.

CORPORATE CERTIFICATE

I, _____ (Name), certify that I am the
_____ (Title) of the Corporation named as applicant herein; that
_____ of said Corporation; who signed the said application on
behalf of the Corporation, was known to me and was then _____
(Title) of the Corporation. I further certify that the said officer was acting within the scope
of powers delegated to this officer by the governing body of the corporation in executing
said instrument.

Date

Corporate Secretary or
Appropriate Officer

(AFFIX CORPORATE SEAL)

TAXPAYER IDENTIFICATION NUMBER

NAME: _____

LEASE NO: _____
(FOR OFFICIAL USE)

PROJECT: Wilson Lake, KANSAS

This Taxpayer Identification Sheet contains information subject to the Privacy Act of 1974 as amended.

ACCESS TO SOCIAL SECURITY NUMBERS- Notwithstanding section 552a of title 5, United States Code, creditor agencies to which a delinquent claim is owed, and their agents, may match their debtor records with the Social Security Administration records to verify name, name control, Social Security number, address, and date of birth.

Reference 31 U.S.C. § 7701 (c) each person doing business with a Federal agency must furnish to that agency such person's taxpayer identifying number and Section 4 of the Debt Collection Act of 1982 (Public Law 97-365, 96 Stat. 1749, 26 U.S.C. 6103 note).

As required by law, please provide your "taxpayer identification number" in the space below. For individuals, this number is most likely your social security number. Corporations and other entities should also have a Tax I.D. number.

You are hereby notified that this taxpayer identification number will be used for purposes of *collecting and reporting on any delinquent amounts arising out of your relationship with the Army. Should delinquent amounts have to be written off, the number will be used to generate an IRS Form 1099-C reporting this as income to you.* In addition, should this office pay money to you that is considered income, the number will be used to generate an applicable IRS Form 1099.

This office may not conduct business with you unless such number is provided.

Taxpayer identification number (SSN): _____

Signature: _____

Printed name: _____
(Failure to fill out the blanks will nullify the bid)

**DEPARTMENT OF THE ARMY
LEASE
FOR AGRICULTURAL OR GRAZING PURPOSES
LOCATED AT
WILSON LAKE, RUSSELL COUNTY, KANSAS**

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, **Kansas City**, 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 as Lease Unit _____, containing approximately _____ acres, as shown in **EXHIBIT A -Map** attached hereto and made a part hereof, hereinafter referred to as the Premises, for _____ purposes, and in accordance with **EXHIBIT B -Land Use Requirements**, 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 **three (3) grazing seasons** beginning **January 1, 2021**, and ending **December 31, 2023**, unless earlier terminated pursuant to the condition on **TERMINATION**.

2. CONSIDERATION

a. . The Lessee shall pay cash rental in advance of _____, 2021 to the United States in the amount of-----\$_____ and thereafter annually by **January 1** payable to the order of the "**FAO USAED-Kansas City**", and forwarded by the Lessee direct to **The USACE Finance Center, Kansas City District/G5, 5722 Integrity Drive, Millington, Tennessee 38054-5005** and **must notate this Lease number with each payment transaction**. Such cash rental shall be offset by the value of work items approved for abatement and accomplished by the Lessee for the

maintenance, protection, repair, restoration, and improvement of the leased premises as described in the Exhibit B -Land Use Requirements previously attached above.

b. All rent and other payments due under the terms of this Lease must be paid on or before the date 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 AND DISTRICT ENGINEER

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 time prescribe.

b. The Premises shall be under the general supervision and subject to the approval of the District Engineer, 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, Kansas City District, Corps of Engineers, 635 Federal Building, 601 East 12th Street, Kansas City, Missouri 64106-2824; 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 5.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 "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.

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.

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

a. 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, sublessees, 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 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.

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 CASUALTY

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 untenable, 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 untenable, 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.

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. Where the Premises are being used for farming purposes, the Lessee shall have the right to harvest, gather and remove such crops as may have been planted or grown on said Premises, or the Lessor may require the Lessee to vacate immediately and, if funds are available, compensation will be made to the Lessee for the value of the remaining crops. Any adjustment of rent or the right to harvest, gather and remove crops shall be evidenced by a written supplemental agreement, executed by the Lessor; PROVIDED, however, that none of the provisions of this paragraph shall apply in the event of revocation because of noncompliance by the Lessee with any of the terms and conditions of this Lease and in that event any remaining crops shall become property of the United States upon such revocation.

19. PROHIBITED USES

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

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

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 the <<NAME OF CIVIL WORKS PROJECT>> 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 <<STATE NAME>>, 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 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. ENVIRONMENTAL SITE ASSESSMENT

An Environmental Condition of Property report (ECP) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as **EXHIBIT C**. Upon expiration, revocation, termination, or relinquishment of this Lease another ECP shall be prepared which will document the environmental condition of the property at that time. A comparison of the two reports will assist the Lessor in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION**.

22. 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.

23. HISTORIC PRESERVATION

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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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).

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.

29. 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.

30. 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.

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 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.

31. 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.).

32. 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, statute, or rule of law or by the enforcement of any assessment or penalty, or otherwise.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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. 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.

41. LABOR, MATERIAL, EQUIPMENT, AND SUPPLIES

Lessee shall bear the sole responsibility for furnishing and paying for all labor, materials, equipment, and supplies used in conjunction with the exercise by the Lessee of any right granted hereunder, unless specifically absolved from said responsibilities elsewhere within this Lease.

42. 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. It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order.

b. 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.

43. DETERMINATION REGARDING EXECUTIVE ORDER 13706

It has been determined this contract is not subject to Executive Order 13706 or the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order.

44. SITE SPECIFIC CONDITIONS.

a. When the Corps representative has determined that a gate on the Government property line is in need of repair and/or restoration, the Lessee will restore said gate to a new-like condition utilizing new material. Gates should conform to a design as shown on **EXHIBIT D**, attached hereto and made a part hereof and to the said guidelines outlined in **EXHIBIT B** -Land Use Requirements.

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 _____, 20__.

Meredith L. A. Harmon
Chief, Real Estate
Real Estate Contracting Officer

THIS LEASE is also executed by the Lessee this ____ day of _____, 20__.

<<LESSEE NAME>>

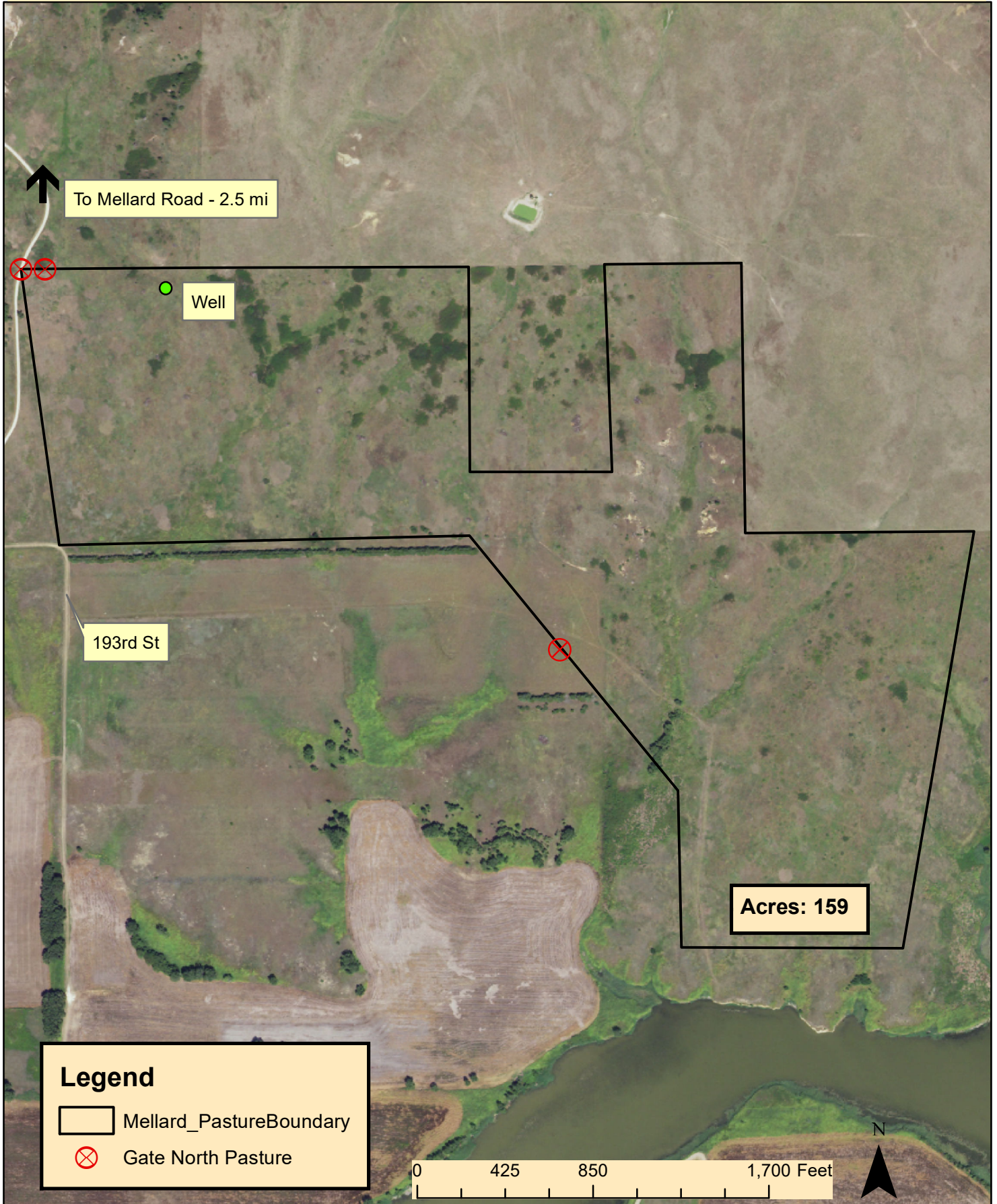
BY:

TITLE: _____

Phone No. _____

Kansas Department of Wildlife, Parks, and Tourism

Wilson Wildlife Area - North Pasture



**KANSAS CITY DISTRICT
LAND USE REQUIREMENTS
SECTION A
GENERAL REQUIREMENTS**

1. General.

a. The Government, in striving to manage and protect environmental features on project lands, has developed the following Land Use Requirements. These requirements incorporate concepts of good land management and wildlife protection to promote sustained benefits to users of project lands. Inapplicable provisions by virtue of the granting clause of the lease are hereby deleted.

b. The Lessee agrees to furnish all equipment and labor and to conduct all farming operations in accordance with the lease, recognized principles of good husbandry, and the land use practices set forth herein. All operations shall be accomplished in a timely manner without further notice and **at no expense to the Government unless otherwise provided.**

c. The Lessee agrees to conduct all farming operations in accordance with the land use practices set forth herein and in accordance with the crop rotation plan attached hereto and made a part hereof; provided, however, that the crop rotation plan may be modified by the Operations Project Manager or their designated representative (hereinafter referred to as the "Corps representative") upon application of the Lessee, in the event of crop failure, or other unusual circumstances warranting such modification. Approval of requested modifications will be dependent on the requirements of the project and the Food, Conservation and Energy Act of 2008.

d. These Land Use Requirements (Exhibit "A") may consist of three sections:

Section A. General Requirements, which apply to all lake projects in the Kansas City District, Corps of Engineers.

Section B. Special Project Requirements, which allow the flexibility required for each project to develop specific programs to maximize project land use benefits.

Section C. Special Lease Unit Requirements, which itemize conditions and work requirements for specific lease units, which may vary from other lease units within the same projects.

2. Access.

a. Access to the lease units may not be available through Government-owned

property. It shall be the Lessee's responsibility to secure access to the leased property.

b. Access will not be denied to Lessees of adjoining leaseholds. Access will be by the most advantageous route. Any conflict will be resolved by the Corps representative.

c. Prior to initial right-of-entry being granted to the leased property, the Lessee will present, in person, his award notice to the Corps representative so that the Lessee's management plan and the conditions of leasing may be mutually discussed.

3. Control of Noxious Weeds and Other Undesirable Vegetation.

a. An active and effective weed control program must be conducted on the entire leased area at the Lessee's expense. The Lessee may be permitted to remove undesirable vegetation from hay production areas, with prior written approval from the Corps representative.

b. If weeds listed as noxious under the State Noxious Weed Law are present, the Lessee shall prevent the spread of the noxious weeds, eliminate them from the leasehold, and prevent their re-infestation. Spray frequency and optimum dates will be those recommended by the local county extension office. Chemical treatment of noxious weeds must be approved in writing by the Corps representative and accomplished as recommended by the local county extension office. In the interest of restoration and/or improvement of the land through chemical treatment of noxious weeds, the Lessee may receive rental abatement for all or a portion of the cost of chemical, carrier and application used for the treatment. **The rental abatement shall not exceed 100 percent of the cost of the chemical, carrier and application, as may be approved by the Corps representative**, based on local market prices. To receive rental abatement under this provision, the Lessee must do the following:

(1) Prior to application of any chemical, the Lessee will contact the Corps representative.

(2) The Lessee, accompanied by the Corps representative, will inspect the area. If chemical treatment is needed, the Lessee and Corps representative will discuss the chemicals to be used, the rate, and method of application. Prior to the day of application of the chemicals, the Lessee will contact the Corps representative who will have the option of being present when the chemical is mixed and applied.

c. Should the Lessee fail to take appropriate action within seven days after notification by the Corps representative of a noxious weed problem, then appropriate control measures will be initiated by the Government. **The Lessee will then be assessed a charge that will not be eligible for rental abatement (actual expense to**

the Government) for all labor, equipment, and materials used in the weed control operation, and/or at the option of the Government, the lease may be revoked.

d. Herbicides, insecticides, or other agricultural chemicals will be used only when there are no other practical alternative methods. Chemicals must be used in strict accordance with the manufacturer's label. The application of restricted use pesticides requires the written permission of the Corps representative prior to their use. The Lessee **will report** all chemical usage by November 30 of each year on the report form furnished by the Corps representative. Failure to report use of agricultural chemicals may result in revocation of the lease. All chemical containers must be removed from Government property for disposal.

4. Public Use and Public Health. The leasehold shall be managed for agricultural and wildlife purposes in a manner which is generally consistent with current and future public use and enjoyment, and which will preserve and enhance the scenic, scientific, aesthetic, historical, biological, and archeological resources. The Lessee will not discharge or apply any substance to the leasehold or operate it in any manner which would cause pollution to the ground water, surface waters, or air to the extent that it would be prejudicial to the health of human, animal, plant or aquatic life.

a. Should the Lessee have knowledge of or discover any archeological site and/or artifact of any nature whatsoever on the leasehold, the Lessee shall not destroy, remove, or otherwise disturb them and shall promptly notify the Corps representative or District Engineer, Kansas City District, of their location.

b. The construction of pit or trench silos and cutting or storage of silage on the leasehold is prohibited.

c. All seed and fertilizer bags, etc., will be removed from Government property for disposal.

d. In addition to complying with all applicable Federal, State, County, and Municipal laws, ordinances, and regulations, the Lessee shall immediately eliminate any unsanitary conditions, control rodent pests, and prevent the spread of disease.

5. Grassland Management. Areas with stands of desirable grass or legumes will not be plowed or destroyed. On leaseholds where the use is limited to hay or hay seed production, the use of annual forage varieties requiring seasonal tillage is not permitted. Conversion of introduced cool season grasses to native warm season grasses is encouraged. **Only water tolerant varieties will be considered for flood prone areas. It is required that flood killed grasslands be restored to the original condition. Labor, equipment and materials will be reimbursed through rental abatement for cost approved by the Corps representative as stated in paragraph**

17 below.

6. Timber Management. Timber removal is restricted to fallen trees and driftwood. A woodcutting permit and prior approval from the Corps representative is required for the Lessee and the general public. Standing trees will not be cut unless they constitute a danger to life or property. Permission may be granted by the Corps representative to remove such timber.

7. Tillage Restrictions. Tillage of croplands is not permitted within 150 feet of the multipurpose pool contour. Contour farming must be utilized to prevent soil erosion. No-till and minimum tillage methods are encouraged. Fall tillage is permitted only for the planting of winter wheat.

8. Crop Residue Management. In the interest of soil fertility and protection from wind and water erosion, the Lessee shall not remove crop residues. Such residues shall be left on the land and incorporated into the soil. Small grain, soybean, corn, and grain sorghum residues will not be incorporated into the soil before March 1 of the following year. Crops may be grown for seed or grain production only. Cutting of crops for silage is prohibited.

9. Hay Production. Hay production shall be conducted so as not to endanger the vegetative stand nor seriously deplete the carbohydrate root reserve, soil nutrients, or organic matter.

a. Hay will not be stacked or stored on the leasehold. All cut and/or windrowed grass will be promptly baled and all bales (including broken bales) will be removed from Government property within 14 days after baling. All equipment must be removed from the leasehold immediately after baling.

b. Cutting dates, frequency, and other limitations for warm season and cool season grasses are stated in Section B of these requirements.

10. Changes in Crop Schedules and Haying Dates. The Corps representative may approve changes in crop schedules and haying dates to adjust for conditions beyond the Lessee's control such as flooding, drought, etc. Approval of requested changes will be dependent upon requirements of the project and the Food, Conservation, and Energy Act of 2008. Upon approval, such changes should be documented and placed in Lessee's file at project office. Any changes substantially increasing the value of the lease must receive prior approval by means of a supplemental agreement to the lease.

11. Burning. Prescribed burning by the Lessee is prohibited on project lands unless authorized in Section B and by written permission from the Corps representative. Should the Corps representative determine that a burn of grassland is needed to improve wildlife habitat, he or she may authorize burning of the grassland by project

personnel.

12. Grazing. The grazing and/or presence of cattle is prohibited on project lands unless authorized under Section B.

13. Restoration of Fences - Government-Owned. In addition to any other fence requirements stated herein, the Lessee may be required to restore Government-owned fences. **This is normally considered to be more than routine fence maintenance or repair and may qualify for rental abatement if written approval for the fencing is obtained from the Corps representative prior to starting. The written approval must be signed by the Corps representative and agreed to by the Lessee and shall include the number of feet of fence and the location indicated on a map along with the number and location of gates, if any are required. The dollar amount of reimbursement per foot for rental abatement purposes is to be included on the written approval. The reimbursement per foot is to be consistent with the local prevailing prices.** All Government-owned fence restoration will be done according to the specifications shown on Exhibit "C" attached. Completed fence restoration must be to the satisfaction of the Corps representative in order to qualify for rental abatement when allowed.

14. Restoration of Gates - Government Property Line Fences Only. When the Corps representative has determined that a gate on the Government property line is in need of repair and/or restoration, the Lessee will restore said gate to a new-like condition utilizing new material. Gates should conform to a design as shown on Exhibit "C" attached. Restoration of gates may qualify for rental abatement if written approval for the restoration of the gate(s) is obtained from the Corps representative prior to starting. The written approval must be signed by the Corps representative and agreed to by the Lessee and shall include the number of gates and their location on a map. The dollar amount per gate for rental abatement purposes is to be included on the written approval. The reimbursement per gate is to be consistent with local prevailing prices for gates. Completed gate repairs or installation(s) must be to the satisfaction of the Corps representative in order to qualify for rental abatement when allowed.

15. Restoration of Field Accesses. When the Corps representative has determined that access to a leased area has deteriorated to a point it hinders access to leasehold, the Lessee may be required to restore that portion of the access within the leased area. Rental abatement may be available if written approval is obtained from the Corps representative prior to starting. The written approval must be signed by the Corps representative and agreed to by the Lessee and shall include the location of the access indicated on a map, details as to what restoration is to be done, and the materials required.

16. Special Land Management Practices. When it is determined to be in the interest of the Government to carry out additional work requirements including,

but not limited to, soil and water conservation, grass seeding (according to NRCS specifications), and wildlife habitat improvements, the Lessee may be reimbursed for a portion of the costs by abatement of rental due or to become due to the Government as provided in the lease. Prior to proceeding with the work, any such agreement will be reduced to writing. **Labor, equipment and materials will be reimbursed through rental abatement for cost approved by the Corps representative as stated in paragraph 17 below. Total reimbursement under this or any other provision or condition of the lease shall not exceed the cash rental.**

17. Procedures to Insure Credit of Rental Abatement for Work Performed.

a. The Lessee shall perform the applicable work requirements in accordance with the provisions and schedules set forth, and when completed, the Lessee shall submit the following to the Corps representative for rental abatement by October 15:

(1) An original set of invoices/receipts marked paid by vendor and labeled with the appropriate lease unit identification.

(2) A written request for rental abatement.

b. Any discrepancies between the invoices/receipts and the work performed, such as minor non-returnable materials and, left over and returned items must be explained.

c. Rental abatement will be given in the form of credit to rentals due or to become due, and the total credit extended under this or any other provision shall never exceed the remaining cash consideration.

18. Procedures to Insure Credit of Rental Offset for Work Performed.

a. The Lessee shall hire a reputable vendor to perform the applicable work requirements in accordance with the provisions and schedules set forth, and when payment is made, the Lessee shall submit the following to the Corps representative for rental offset by October 15 (except in first year of lease, when submissions are required within 60 days of receipt of executed lease):

(1) An original set of invoices/receipts marked paid by vendor and labeled with the appropriate lease unit identification.

(2) A written request for rental offset.

b. All work must be completed before the planting of a spring crop, the harvesting of hay and/or the beginning of the annual grazing season.

c. Any discrepancies between the invoices/receipts and the work performed, such as minor non-returnable materials and, left over and returned items must be explained.

d. Rental offset will be given in the form of credit to rentals due or to become due, and the total credit extended under this or any other provision shall never exceed the remaining cash consideration.

19. Land Use Requirements Violations. In the event the Lessee violates one or more of the Land Use Requirements contained herein the Lessee will pay the Government upon demand \$1,000 administrative costs plus actual cost, in satisfaction of liquidated damages, an amount to be documented by the said officer and a bill for same will be presented to the Lessee.

20. Highly Erodible Land Conservation and Wetland Conservation Programs. The Food, Conservation and Energy Act of 2008 provides for highly erodible land conservation and wetland conservation. After January 1, 1990, all highly erodible land must have an approved conservation plan. An approved conservation plan for highly erodible cropland, if applicable, will be furnished to the Lessee for correction of any existing erosion problems. However, in the event the FSA, NRCS and/or Conservation District make revisions in the approved conservation plan, the government will not be held liable for said revisions nor the implementation of said revisions or for any damages suffered by the Lessee therefrom.

21. Debris Removal due to High Water Events, Disasters and other Hardships. When it is determined to be in the best interest of the Government to carry out debris removal caused by high water events, flooding, disasters or other hardships work requirements including, but not limited to, restoration of agricultural fields and access points may be authorized. The Lessee may be reimbursed for a portion of the costs by abatement of rental due or to become due to the Government as provided in the lease. Prior to proceeding with the work, any such agreement will be reduced to writing. Labor, equipment and materials if needed to develop and restore access points, will be reimbursed through rental abatement for cost approved by the Corps representative as stated in paragraph 17. **Total reimbursement under this or any other provision or condition of the lease shall not exceed the cash rental.**

**WILSON LAKE, RUSSELL COUNTY, KANSAS
LAND USE REQUIREMENTS
SECTION B
SPECIAL PROJECT REQUIREMENTS**

22. REQUIRED MEETING PRIOR TO BIDDING. All potential bidders must meet with the Corps representative prior to placing a bid to discuss lease requirements and plans. Failure to meet may result in bid packet being denied and returned. Corps

representative can be reached at 785-472-7210 to schedule a meeting. It is suggested that interested bidders call at least 1 day prior to meeting day.

23. Control of Noxious Weeds and Undesirable Vegetation. In accordance to Section A, Part 3 – Control of Noxious Weeds, any noxious weed control may be covered by rental abatement and listed as a work requirement under Section C. The Corps representative must approve the coordination of logistics and conditions with the applicator. All procedures listed in Section A, Part 3 must be followed for rental abatement to be applied.

24. Removal of Timber. a. Timber removal is restricted to fallen trees and driftwood. Prior approval from the Corps representative is required. Standing trees, even though they are dead, will not be cut.

b. Should standing timber constitute a danger to life or property, or deemed by project representative as a source of woody plant invasion, the Corps representative may grant permission to remove such timber. The above policy applies to the general public as well as to the lessee.

25. Aerial Spraying. Aerial spraying is prohibited without the prior authorization from the Corps representative. Upon receipt of written permission, the lessee may aerial spray with the understanding that any and all damages that may be incurred by any and all other parties as a result of said spraying shall be the full and unconditional responsibility of the lessee. The Corps representative may utilize rental abatement to accomplish aerial spraying to control noxious weeds and invasive woody vegetation. The Corps representative will coordinate all logistics and conditions with the applicator.

26. Wildlife Lands. Areas that have been designated as wildlife lands, native grass plantings, habitat strips, tree plots, idle areas, cultivated weed strips, may not be utilized by the lessee for the purpose of mowing, plowing, haying, driving, turning or parking vehicles. At lessee's own expense and labor, the lessee will repair all damages done to such areas by the lessee.

27. Vehicle Crossings and Gate Entrances. Unless specified in Section C, the maintenance of vehicle crossings shall be done at the lessee's expense and labor. On leaseholds where access gates or cables restrict vehicle access into leasehold, the lessee is required to keep the gates closed at all times year round. The lessee shall provide a lock at the lessee's own expense and be secured to the chain on the end of the cable gate. Lessee shall contact a project representative if the cable gate is already locked on both sides of the gate so one lock can be removed. The lessee shall return the cable gate to a closed position after the lease unit has been evacuated at the end of each day. Contact the Wilson Project Office for proper specifications on all regulatory and warning signs installed on agricultural lease cable gates.

28. Burning. Upon request of the lessee, the Corps representative may, under justifiable conditions, approve burning for sound agricultural or grassland management practices and for drift/crop residue clearing operations where no practical alternative exists. Burning operations must be in a manner which will not adversely affect wildlife food or cover, and other environmental concerns, and be in accordance with applicable laws and ordinances. The Corps representative may also request the lessee to cooperate in burning programs for improved agricultural or grassland management practices. In either case, the Corps representative and the lessee will agree to the manner and time of burning, and the Corps representative will confirm the agreement, in advance, by a letter to the lessee. Prior to implementation, of prescribed fires by the lessee, including debris piles, the lessee will develop a site specific burn plan. Burn plans will include an action plan, risk hazard analysis and post burn report. The burn plan must be approved and filed with the Corps representative prior to fire ignition. The lessee will notify the Corps representative and the appropriate local authorities just prior to actual commencement of burning operations. Should the Corps representative determine that a burn of grassland is needed, they may authorize burning of the grassland by project personnel. The lessee will be responsible for any or all damages that are incurred by any and all parties as a result of any burning performed by the lessee.

29. Pasture Leases. Lessees having grazing lease units will report the type of cattle, number of cattle, identifying characteristics and the day the pasture will be stocked. This information will be provided on the report form furnished by the Corps representative prior to the start of each grazing season. The Corps representative reserves the right to request cattle weight receipts prior to the stocking of cattle on the unit. If weight receipts are requested, it is understood that 1,000 pounds will be equal to 1.0 animal unit.

a. Grazing Season and Animal Unit Restrictions

- i. On units designated for grazing, the season shall commence from May 1 through September 30 unless otherwise specified in Section C of each calendar year on land which has been fenced as required by paragraph d. below. Grazing rates on specific pasture units shall not exceed the stocking rate designated by the Corps representative as outlined in Section C Special Land Use Requirements. Animal units are to be cattle only.
- ii. The lessee may be required to reduce or cease grazing if weather conditions and grazing pressure are endangering the vegetative cover, encouraging undesirable weeds, or will seriously reduce the next season's productivity. An animal unit (AU) is defined by Kansas State University as

the average annual amount of forage required for a 1,000-pound mature cow of above-average milking ability with a calf less than 4 months old, weaned at 400 pounds (i.e. spring cow/calf pair). Example of animal units are listed below:

Short yearling, under 500 lbs.	0.6 animal unit
Long yearling, over 600 lbs.	0.7 animal unit
Stockers and replacement heifers:	
700 lbs.	0.8 animal unit
800 lbs.	0.9 animal unit
1000 lb. cow weaning a 400 lb. calf	1.0 animal unit
1700 bull (mature)	1.7 animal unit

b. **Grazing Distribution** An effective management tool to manipulate grazing patterns is the placement and movement of salt, minerals, supplements and oilers or rubbers. Minerals will not be placed within a 1/4 mile near loafing or watering areas. These areas will be moved at least once each 30 days during the grazing season. The lessee will locate these items to encourage the cattle to move away from the overgrazed areas and onto the under-utilized grazing sites. Multiple water sources are also an excellent tool to insure uniform utilization. Specific management practices may be required on selected grazing leases in Section C of these requirements.

c. **Water** Wells or ponds may be constructed with prior written approval by the Corps representative as to plans and location. Any capped or plugged well on the leasehold shall not be utilized without written permission from the Corps representative. If the lessee abandons any well, in the event of imminent flooding or upon termination of the lease, or for any other reason, he shall safely and securely cap the opening in a permanent manner. The provisions in Section A paragraph 16 apply to the construction of ponds or spring improvements. The Government does not guarantee the quantity or quality of water provided by streams, ponds, and water wells.

d. **Pasture Fencing** No grazing of any kind will be permitted prior to the repair and/or restoration of fences so as to restrain all cattle to the leasehold at all times. If straying of cattle should occur, the lessee will be required to remove all cattle from the pasture and repair the fence. When the fence repairs have been completed to the satisfaction of the Corps representative and upon his approval the lessee may place the cattle back on the leasehold.

i. Fence repairs and/or relocation of existing fences shall be at the expense of the lessee. Relocation of any existing fence must be approved by the Corps representative, prior to commencing work on the fence. All new materials used in repairs of Government-owned fences during the term of lease as a result of normal maintenance will not be removed, but shall remain in place and become the property of the Government upon expiration, revocation, or other termination of the lease.

ii. Government-owned pasture permanent fences will, as a minimum, be maintained consisting of four barbed wires stretched taut and securely fastened to sturdy line posts spaced not greater than one (1) rod apart with adequate corner posts and brace assemblies. Fence maintenance shall conform to the specifications as shown on Exhibit "C" attached.

iii. On leaseholds adjacent to the lakeshore or river, grazing shall not be permitted until a temporary fence has been constructed, by and at the expense of the lessee, which will prevent cattle from reaching the lakeshore or river. It is understood and agreed to by both parties that temporary fence shall consist of three-strand barbed wire stretched taut and fastened to steel posts spaced not greater than 25 feet apart with adequate corner posts and brace assemblies. The temporary fence shall not be constructed below the **5-year flood frequency contour (consult with Corps representative as to elevation and location) and in crossing draws at lower elevations the fence shall remain well above the multi-purpose pool contour (consult with Corps representative as to elevation and location)**. The location and placement of temporary fence must be approved by the Corps representative before construction begins. Temporary fence shall be and remain the property of the lessee and will be removed by the lessee in accordance with the provisions of Condition 14 of the lease, or may be sold in place to the subsequent lessee, provided that the sale is consummated before the new lessee occupies the leasehold, and a record of transfer of ownership is furnished to the Corps representative. If cattle should stray into the lake or river, the

lessee will be required to remove all cattle or construct a fence in accordance with the specifications for a permanent fence as shown on Exhibit "C" attached.

30. Equipment on Leases. No equipment will be stored on lease premises in excess of 14 days without the express written permission granted by the Corps representative.

31. Field Access and Restoration. For those leaseholds that become flooded and have driftwood, other debris, or damage which may impede lease operations, clean-up and repair activities may be authorized with rental abatements available if it is in the government's best interest and a Supplemental Agreement to the lease is negotiated and agreed upon by both parties. In no instance will the lessee proceed with any work without the written approval of the Corps representative.

**WILSON LAKE, RUSSELL COUNTY, KANSAS
LAND USE REQUIREMENTS
SECTION C
SPECIAL LEASE UNIT REQUIREMENTS**

32. Grazing Season and Lease Unit Restrictions – North Pasture (159 acres)

a. Stocking rates are calculated based on 1 animal unit per 10 acres and adjusted for grazing season length. An animal unit (AU) is defined by Kansas State University as the average annual amount of forage required for a 1,000-pound mature cow of above-average milking ability with a calf less than 4 months old, weaned at 400 pounds (i.e. spring cow/calf pair).

i. Animal unit examples listed below:

Short yearling, under 500 lbs.	0.6 animal unit
Long yearling, over 600 lbs.	0.7 animal unit
Stockers and replacement heifers:	
700 lbs.	0.8 animal unit

800 lbs.	0.9 animal unit
1000 lb. cow weaning a 400 lb. calf	1.0 animal unit
1700 lb. bull (mature)	1.7 animal unit

b. Grazing Season will vary based on year of lease:

- i. **2021 Season** – 1 May through 10 September = 19 animal units
- ii. **2022 Season** – 1 May through 10 September = 19 animal units
- iii. **2023 Season** – 1 May through 10 September = 19 animal units
- iv. Lessee may be required to reduce or cease grazing if weather conditions and/or grazing pressure are threatening the vegetative cover, encouraging undesirable weed growth, or will seriously reduce the next season's productivity.

c. New solar well is scheduled to be operational prior to the stocking date in 2021. If well fails or produces inadequate water, the lessee will be responsible for providing water through the end of the grazing season or until cattle are removed from the land. The lease will be terminated at the end of the grazing season and the lease will not be re-advertised until the well is repaired or a reliable water source is constructed. Use of grazing abatement funds are allowable for well repairs. All materials used in the repairs to Government-owned well during the term of the lease will not be removed but shall remain in place and become the property of the Government upon expiration, revocation, or other termination of the lease.

31. Work Requirements. Upon award of lease, 10% of 1st year's rent will be submitted by check to **FAO-USAED Kansas City** along with bid documents. The remaining 90% of the 1st year's rent will be paid through work requirements from the lessee that will be coordinated by KDWPT Area Manager within 60 days of award. 100% of the 2nd through 3rd years rent will be paid through work requirements Not to Exceed 100% of annual rent due by respective date listed below.

a. Lessee will be required to hire a reputable contractor/vendor to complete the annual work requirements. All work will be directed by KDWPT Area Manager.

- i. All contractors/vendors hired to perform work on Wilson Lake Project leases must be fully insured and carry appropriate licenses.

b. All work requirements are to be completed and copies of invoices marked "paid" must be delivered to KDWPT Area Manager by the respective work requirement completion date listed below.

c. If work requirement does not equal 100% of annual rent of years 2021-2023, then lessee will be required to submit a check for the remainder to FAO-USAED Kansas City prior to work completion date listed below.

d. Be advised that in the first year (2021) of the lease, lessee will pay the remaining first year rent within 60 days of lease award through work requirements and the lessee will pay the second year (2022) rent through work requirements by October 15, 2021. During the first lease year (2021), lessee will pay annual rent twice (first and second year). Lessee will pay the third year (2023) rent through work requirements by October 15, 2022.

e. All work requirements and abatement documentation will be administered by KDWPT Area Manager.

LEASE UNIT	LEASE YEAR	Work Requirement Date of Completion	AMOUNT
KDWPT	2021	60 days after award October 15, 2021	90% of Annual Rent (year 1 fully paid)
NORTH	2022	October 15, 2021	100% of Annual Rent (year 2 fully paid)
Grazing	2023	No work Requirements	100% of Annual Rent (year 3 fully paid)

32. Mechanical/Chemical Control of Invading Trees/Brush. Lessee will hire a contractor to mechanically cut and/or spray invading trees/brush. Chemicals to be used will be specified by project representative prior to commencement. Invading tree species include cedar, hedge, locust, willow, and elm. A skid steer with a hydraulic rotary saw will be required for flush ground level cuts on stumps up to 18 inch diameter. Brush mowing will require a skid steer with brush hog attachment. Contractor must have grapple as moving/stacking trees may be required. Labor not to exceed \$90/hr per skid steer. The invading trees/brush are patchy throughout the areas. The Corps representative will provide map locations of the targeted trees/brush.

i. 15 Oct 2021 (Rental Abatement not to exceed 100% rent)

ii. 15 Oct 2022 (Rental Abatement not to exceed 100% rent)

33. Development/Repair/Maintenance of Water Source. Lessee will hire a contractor to develop and install a dependable pasture watering source, i.e. solar water well. This will include well drilling, purchase and/or install of tank(s), submersible pump, solar panel and any required equipment to develop fully functional livestock water source. Including labor/materials for repairs/maintenance to watering facility. The Corps representative will provide locations, equipment specifications and guidance as needed.

- i. 15 Oct 2021 (Rental Abatement not to exceed 100% rent)
- ii. 15 Oct 2022 (Rental Abatement not to exceed 100% rent)

34. Natural Resource Management Supply Purchase. Lessee will purchase supplies for future projects. Supplies are limited to fencing materials, herbicide, native grass seed, food plot seed, cover crop seed, gravel/road rock, and water well equipment. Corps representative will coordinate with lessee in a timely manner for exact quantities and materials to be purchased. Quantities and type of supplies needed are dependent on annual rent amount. Supplies will be stored on Government property after lessee has purchased.

- i. 60 days after award (Rental Offset not to exceed 90% rent)
- ii. 15 Oct 2021 (Rental Abatement not to exceed 100% rent)
- iii. 15 Oct 2022 (Rental Abatement not to exceed 100% rent)

35. Lake/Public Hunting/Road Access Improvement. Lessee will hire a contractor to improve lake and public hunting access at designated areas. Contractor will complete dirt work, delivery and spreading of road rock on slopes, curves, low water crossings, and road areas impacted by erosion. Rock will be 1 1/4" road rock NTE \$40/ton delivered and spread. Grader work NTE \$130/hr and dozer work NTE \$150/hr. Corps representative will provide location maps and coordinate timing with contractor.

- i. 15 Oct 2021 (Rental Abatement not to exceed 100% rent)
- ii. 15 Oct 2022 (Rental Abatement not to exceed 100% rent)

Signs/Informational Station/Buoys Lessee will purchase signs, information stations, and buoys to improve area information for visitors and hunters. Signs may include metal fabricated entrance stations, location/directional signs along roads, Public Hunting signs, refuge signs or any sign approved by Corps representative for use on public lands. Corps representative will coordinate with lessee to obtain appropriate signage.

iii. 15 Oct 2021 (Rental Abatement not to exceed 100% rent)

iv. 15 Oct 2022 (Rental Abatement not to exceed 100% rent)

Fence Construction Lessee will hire a fence contractor to install new barbed wire fence. Corps representative will provide detailed fence specifications and locations.

i. 15 Oct 2021 (Rental Abatement not to exceed 100% rent)

ii. 15 Oct 2022 (Rental Abatement not to exceed 100% rent)

Aerial Application of Herbicide Lessee will hire a contractor to aerial spray lease units for the control of encroaching woody vegetation, noxious weeds or other undesirable vegetation. The Corps representative will coordinate with contractor on date of application, application method, location of treatment, and target species.

i. 15 Oct 2021 (Rental Abatement not to exceed 100% rent)

ii. 15 Oct 2022 (Rental Abatement not to exceed 100% rent)

Custom Wildlife Habitat Practices Lessee will hire contractor to plant food plots, shrubs, cover crops, or native grass mixes to improve wildlife habitat on the wildlife area. Custom planting rates will be based on KSU AG Manager custom rates for current or most recently published year or local standard custom rates. Corps representative will provide seed mixes, locations, planting timeframe and planting rate and depth.

i. 15 Oct 2021 (Rental Abatement not to exceed 100% rent)

ii. 15 Oct 2022 (Rental Abatement not to exceed 100% rent)

ENVIRONMENTAL CONDITION OF PROPERTY

This form covers Purpose, Site Location, Current Use of Property and adjacent property, Historical Use of Property and Adjacent Property, User provided Information, Site Reconnaissance, and Records Search and Interviews. Specific Records Search and Interview information will be provided in sections 4.0 and 5.0. Pictures, Maps, Record and Interview information are appendices.

Project Name: Wilson Lake Project	DACW#: Ag Leases	Address/location: 4860 Outlet Blvd, Sylvan Grove, KS 67481
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1.0 Purpose

This ECP is to provide information relative to the environmental condition of the property to inform decision making regarding property transfer. The information will be publicly available and will be of value to community planners; federal agencies during property screening, and prospective buyers or new owners in meeting EPA requirements. The ECP will also assist in determining appropriate responsibilities, asset valuation, and liabilities with other parties to a transaction.

2.0 Site Description**2.1 Property Legal Description and Site Address:**

Lease Unit - North Pasture 159 acres

2.2 Site and Vicinity General Characteristics:

Ag Leases

3.0 General Site Setting

Yes answers must be documented. Records and interviews must be documented.			
a. Current and Past use of Property:			
(1)(a) Is the property used for industrial use?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(1)(b) Is any adjoining property used for an industrial use? For the purposes of this inquiry, adjoining			

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property is considered to be property located within a quarter mile of the subject property and individual properties located within a mile of the subject property that exhibit a potential for environmental concern.			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(2)(a) Did you observe evidence or do you have any prior knowledge that the property has been used for an industrial use in the past?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(2)(b) Did you observe evidence or do you have any prior knowledge that any adjoining property has been used for an industrial use in the past?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(3)(a) Is the property used as a gasoline station, motor repair facility, dry cleaners, photo developing laboratory, junkyard, or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(3)(b) Is any adjoining property used as a gasoline station, motor repair facility, dry cleaners, photo developing laboratory, junkyard, or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(4)(a) Did you observe evidence or do you have any prior knowledge that the property has been used as a gasoline station, motor repair facility, dry cleaners, photo developing laboratory, junkyard, or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(4)(b) Did you observe evidence or do you have any prior knowledge that any adjoining property has been used as a gasoline station, motor repair facility, dry cleaners, photo developing laboratory, junkyard, or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
b. Specific Property Conditions/Exterior Observations			
(5)(a) Are there currently any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals, hazardous substances or petroleum products in individual containers of >5 gal (19 L) in volume or 50 gal (190 L) in the aggregate, stored on or used at the property or at the facility?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(5)(b) Did you observe evidence or do you have any prior knowledge that there have been previously any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals, hazardous substances or petroleum products in individual containers of >5 gal (19 L) in volume or 50 gal (190 L) in the aggregate, stored on or used at the property or at the facility?			

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Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(6)(a) Are there currently any industrial drums (typically 55 gal (208 L)) or sacks of chemicals located on the property or facility?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(6)(b) Did you observe evidence or do you have any prior knowledge that there have been previously any industrial drums (typically 55 gal (208 L)) or sacks of chemicals located on the property or facility?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(7)(a) Did you observe evidence or do you have any prior knowledge that fill dirt has been brought onto the property that originated from a contaminated site?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(8)(a) Are there currently any pits, ponds, or lagoons located on the property in connection with waste treatment or waste disposal?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(8)(b) Did you observe evidence or do you have any prior knowledge that there have been previously, any pits, ponds, or lagoons located on the property in connection with waste treatment or waste disposal?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(9)(a) Is there currently any stained soil on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(9)(b) Did you observe evidence or do you have any prior knowledge that there have been previously, any stained soil on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(10)(a) Are there currently any registered or unregistered storage tanks (above or underground) located on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(10)(b) Did you observe evidence or do you have any prior knowledge that there have been previously, any registered or unregistered storage tanks (above or underground) located on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(11)(a) Are there currently any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the property or adjacent to any structure located on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(11)(b) Did you observe evidence or do you have any prior knowledge that there have been previously,			

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any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the property or adjacent to any structure located on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(12)(a) Are there currently any strong, pungent, or noxious odors located on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(12)(b) Did you observe evidence or do you have any prior knowledge that there have been previously, any strong, pungent, or noxious odors located on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(13)(a) Are there currently any standing surface water, pools or sumps containing liquids likely to be hazardous substances or petroleum products, located on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(13)(b) Did you observe evidence or do you have any prior knowledge that there have been previously, any standing surface water, pools or sumps containing liquids likely to be hazardous substances or petroleum products located on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
c. Facility Conditions or Interior Observations			
(c.)(1) Are there facilities currently on site?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
(c.)(2) Is there evidence or prior knowledge of facilities previously on site?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
If answers (c.)(1) and (c.)(2) are No, than questions 14-16 are <input type="checkbox"/> N/A			
(14)(a) Is there currently evidence of leaks, releases or staining by substances other than water, or foul odors, associated with any flooring, drains, walls, ceilings, or exposed grounds on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(14)(b) Did you observe evidence or do you have any prior knowledge that there have been previously any leaks, releases or staining by substances other than water, or foul odors, associated with any flooring, drains, walls, ceilings, or exposed grounds on the property, infrastructure Conditions			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(15) Describe the means of heating and cooling the buildings on the property, including the fuel source for heating and cooling.			
n/a			
(16) Describe sumps or drains visually and/or physically observed or identified from the interviews that are present in the buildings on the property.			
n/a			
d. Infrastructure Conditions			
(17) Identify the source of potable water for the property.			

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n/a			
(18) Identify the sewage disposal for the property.			
n/a			
(19)(a) If the property is served by a private well or non-public water system, is there evidence or do you have prior knowledge that contaminants have been identified in the well or system that exceed guidelines applicable to the water system?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
(19)(b) If the property is served by a private well or non-public water system is there evidence or do you have prior knowledge that the well has been designated as contaminated by any government environmental/health agency?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
(19)(c) Does the property discharge waste water (not including sanitary waste or storm water) onto or adjacent to the property and/or into a storm water system?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(19)(d) Does the property discharge waste water (not including sanitary waste or storm water) onto or adjacent to the property and/or into a sanitary sewer system?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(20)(a) Has there been a discharge of any substance or material from the property that might contaminate the public water system?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(20)(b) Is the property known to be served by asbestos cement mains, lead containing lines, or piping that uses copper and/or lead solder?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(21)(a) Is the property served by a private/nonpublic water system that has been found to be contaminated in excess of drinking water guidelines or otherwise contaminated?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
e. CERCLA and Related Liability			
(22) Is there any knowledge of environmental remediation orders or agreements applicable to the property or any facility located on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(23)(a) Is there information on the past existence of hazardous substances or petroleum products with respect to the property or any facility located on the property?			

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Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(23)(b) Is there information on the current existence of hazardous substances or petroleum products with respect to the property or any facility located on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(23)(c) Is there information on the past existence of environmental violations with respect to the property or any facility located on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(23)(d) Is there information on the current existence of environmental violations with respect to the property or any facility located on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(24) Is there any knowledge of any environmental site assessment of the property or facility that indicated the presence of hazardous substances or petroleum products on, or contamination of, the property or recommended further assessment of the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(25) Is there any knowledge of any past, threatened, or pending lawsuits or administrative proceedings concerning a release or threatened release of any hazardous substances or petroleum products involving the property by any owner or occupant of the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(26) Is there any prior knowledge that any hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries, or any other waste materials have been dumped above grade, buried and or burned on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

3.1 TOXIC SUBSTANCES CONTROL ACT (TSCA):

a. Is there a transformer, capacitor, or any hydraulic equipment known to contain or likely to contain polychlorinated biphenyls (PCBs) or any records indicating the presence of such?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

3.2 ASBESTOS ABATEMENT AND INSPECTION:

If no facilities then <input checked="" type="checkbox"/> N/A			
a. Were any of the facilities located on the property constructed prior to 1980?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
b. Have all facilities on the property been inspected by a certified asbestos abatement team?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

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c. Is there any documented evidence of asbestos (e.g., tests, surveys, management plan) in any of the facilities on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
d. Has all friable asbestos on the property or within facilities on the property been removed or become subject to an Operation and Maintenance (O&M) program so that it does not create the potential for human exposure?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
e. Does the site survey of pre-1980 construction identify potential asbestos containing materials (e.g., boiler insulation, floor tiles, building siding, shingles, roofing felt, wall and ceiling insulation, acoustical ceiling tiles, window putty, fuse boxes, heat reflectors, air duct lining)?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

3.3 LEAD-BASED PAINT ABATEMENT AND INSPECTION:If there were never structures then ☒ N/A

a. Were any structures or facilities on the property constructed prior to 1979?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
b. Has a screening test been conducted on the property for lead-based paint?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
c. Did the results of the screening tests identify lead-based paint?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
d. Is any of the on-site paint peeling or chipped?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

3.4 FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT (FIFRA):

a. Are there or has there been any pesticides, fungicides, or herbicides used on the property?			
Record Search and/or Interview:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
b. In greater than household quantities?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
c. Applied not in accordance with the manufacturers recommendations?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
d. Are there or has there been any pesticides, fungicides, or herbicides stored onsite?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

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e. In greater than house-hold quantities?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
f. Have there been reports or evidence of a spill of any pesticides, fungicides, or herbicides on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

3.5 MEDICAL/BIOHAZARDOUS WASTE:

a. Has the property been used for chemical or biological testing?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
b. Has the property been used for burying medical or biohazardous waste?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

3.6 MUNITIONS AND EXPLOSIVES OF CONCERN (MEC - i.e., military munitions that may pose unique explosives safety risks, including: (A) unexploded ordnance (UXO), as defined in 10 U.S.C. 2710(e)(9); (B) discarded military munitions (DMM), as defined in 10 U.S.C. 2710(e)(2); or (C) munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. 2710(e)(3), present in high enough concentrations to pose an explosive hazard.)

a. Have any citizen complaints or local law enforcement actions occurred regarding MEC on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
b. Has the site served as a small arms test range or otherwise to service weapons?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
c. Are any ranges, berms, open burning/open detonation (OB/OD), training, or impact areas onsite?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

3.7 RADIOLOGICAL SUBSTANCES:

a. Has the property ever been suspected to contain radioactive waste, including mixed waste?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
b. Have radiological substances ever been used or services provided on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
c. Has the property been surveyed for radon?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
d. Did the radon survey indicate test results above 4 pCi/l (pico curies/liter)?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk

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Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
e. If a radon survey has not been conducted does the vicinity exhibit radon above 4 pCi/l (pico curies/liter)?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
f. Do records indicate that nearby structures have elevated indoor levels of radon?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

3.8 Clean Air Act

a. Does the facility emit air pollutants into the environment?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
b. Is the facility a type for which new standards of performance (NSPS) have been promulgated? See 40 C.F.R. Part 60 for a list of new source categories and applicable standards.			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
c. Is the facility in violation or has the facility been in violation of the NSPS or the permit?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
d. Is the facility located in a nonattainment area?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
e. Will the facility be subject to maximum attainable control technology (MACT)?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
f. Is the capital expenditure required to meet the requirements of emissions reductions in the new Clean Air Act, i.e., is the facility required to reduce emissions because it is a non-attainment area?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
g. Does the facility incinerate any wastes of any kind?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

3.9 ADDITIONAL ISSUES:

a. Does the property exhibit any stressed vegetation or diseased wildlife?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
b. Does the property have erosion problems (i.e., gullies, arroyos, sediment loading during storms)?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
c. Are there any floodplains or wetlands?			

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Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
d. Are there any sinkholes?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
e. Are there any valuable mineral resources?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
f. Is mold present in facilities on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

3.10 OTHER CONDITIONS:

Are there any other conditions that exist on the property that should be considered in the decision to outgrant? Describe.

3.11 ADDITIONAL COMMENTS:**4.0 GOVERNMENT RECORDS/HISTORICAL RESOURCES INQUIRY**

a. Do any of the following Federal Government record systems list the property or any property within the search distance noted below:

Federal Government Source	Approximate Minimum Search Distance, miles (kilometers)	Response	
Federal NPL site list	1.0 (1.6)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Federal CERCLIS list	0.5 (0.8)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Federal CERCLIS NFRAP site list	property and adjoining properties	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Federal RCRA CORRACTS TSD facilities list	1.0 (1.6)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Federal RCRA non-CORRACTS TSD facilities list	0.5 (0.8)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Federal RCRA generators list	property and adjoining properties	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Federal ERNS list	property only	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

b. Do any of the following state record systems list the property or any property within the search distance noted below:

State lists of hazardous waste sites identified for investigation or remediation	Approximate Minimum Search Distance, miles (kilometers)	Response	
State – Equivalent NPL	1.0 (1.6)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

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State – Equivalent CERCLIS	0.5 (0.8)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
State landfill and/or solid waste disposal lists	0.5 (0.8)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
State leaking UST lists	0.5 (0.8)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
State registered UST lists	property and adjoining properties	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
c. Based upon a review of fire insurance maps or consultation with the local fire department serving the property, are any buildings or other improvements on the property or on any adjoining property identified as having been used for industrial use or uses likely to lead to contamination of the property? Please state remarks below.		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Remarks:			

5.0 Interviews

	Name	Position
1		
2		
3		
4		
5		
6		

6.0 Records

1	EPA Superfund National Priorities List	
2	EPA RCRA list	
3	USACE CPtrack	
4	USACE, Wilson Project Files	
5		
6		

7.0 We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E 1527 of *as described in 2.0* the property. Any exceptions to, or deletions from this practice are described in Section [3] of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the property.

Environmental Professional (Print) Joshua Gormley

Environmental Professional's Signature GORMLEY.JOSHUA
.PAUL.1240146807

Digitally signed by
GORMLEY.JOSHUA.PAUL.1240146807
Date: 2020.11.17 11:04:49 -06'00'

Date 11/17/20

8.0 CERTIFICATIONS:

15.a. The Environmental Professional Completing this report:

Name: Joshua Gormley

Title: KC District Environmental Compliance Coordinator

Organization: U.S. Army Corps of Engineers

Address: 601 E. 12th St, Kansas City, MO 64106

Phone number: 816-398-1268

Date: 11/17/20

Qualifications: GS-0028-12, Environmental Protection Specialist

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"[I, We] declare that, to the best of [my our] professional knowledge and belief, [I, we] meet the definition of Environmental professional as defined in 312.10 of 40 CFR 312 and [I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."

9.0 RECOMMENDATION:

I recommend that the proposed real estate outgrant be approved and that the action proceed.



I do not recommend that the proposed real estate outgrant be approved and recommend that no further review and processing be done.

OPM/ECC Signature GORMLEY.JOSHUA.PAUL.12
40146807

Digitally signed by
GORMLEY.JOSHUA.PAUL.1240146807
Date: 2020.11.17 11:05:17 -06'00'

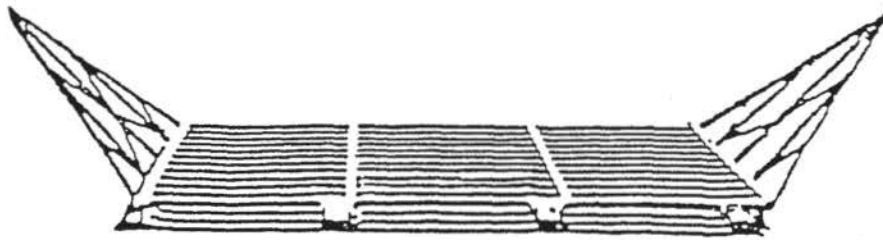
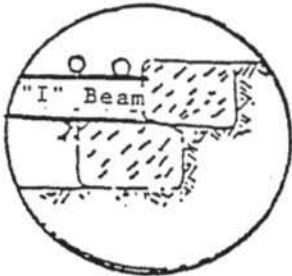
Date 11/17/20

Appendix A

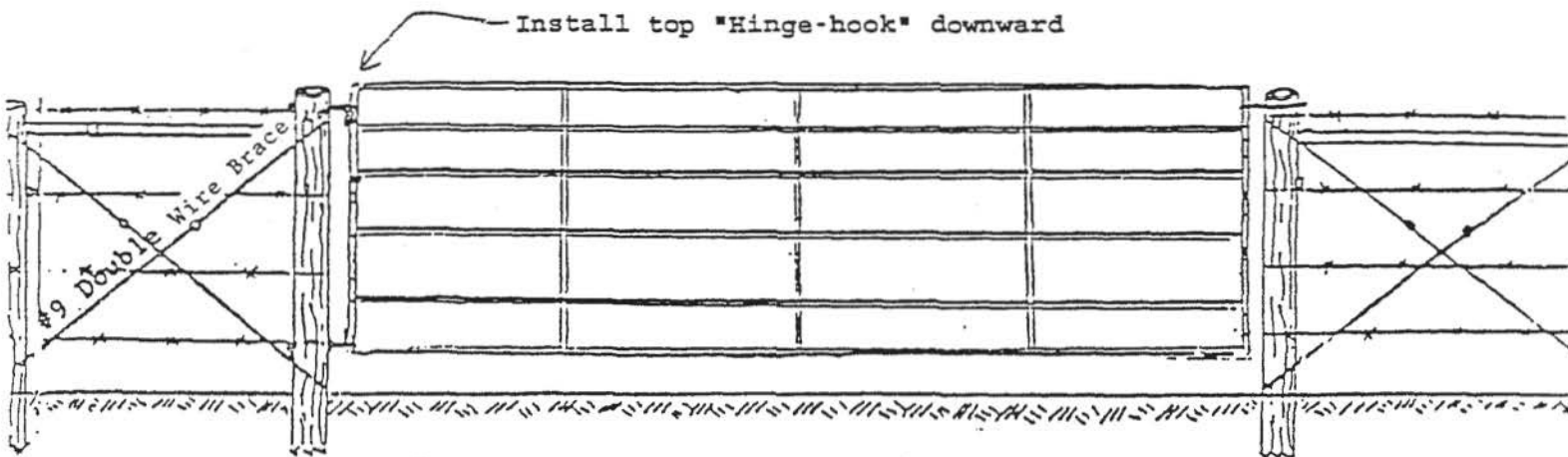
Aerial Photographs

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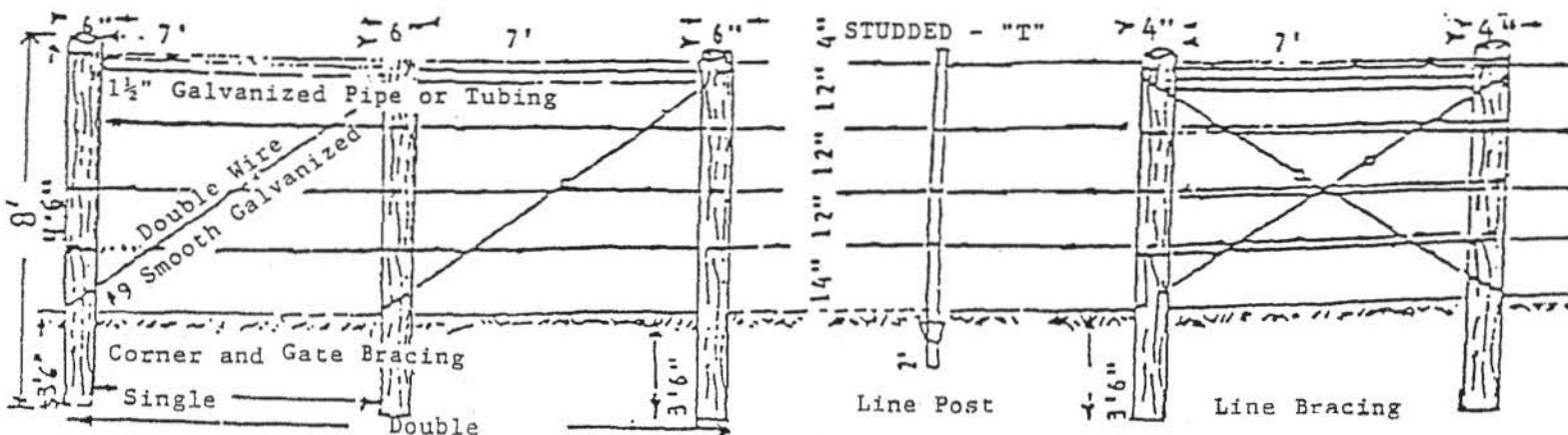
MINIMUM STANDARDS
NEW FENCE, CATTLE GUARDS AND GATES



Cattle guards shall be similar to above, 6 feet by 14 feet wide, as specified. They shall be installed flush with the road surface in a pit not less than 15 inches deep, with railroad cross-ties used for abutments. All guards will be new materials, of welded construction, with 2-inch inside diameter, standard weight (3.65 lb/ft) black iron pipe on 6-inch center spacing (or 3-inch used well pipe in sound condition on 8-inch centers), and not less than 7 cross trusses of pipe in sound condition on 8-inch centers), and not less than 7 cross trusses of 5-inch "I" beam, 5I10 American Standard Beam (5" x 3" = 10 lb/ft). Strap Braces (1/4" x 1 1/2") shall be welded to each pipe above each truss. Triangular wings shall be angle iron and strap steel. The structure shall receive one coat of primer and one coat of aluminum pigmented exterior enamel after welding.



Gates shall be 4 foot x 16 foot, 14 gauge heavy duty welded tube (round or square) construction. Round tube minimum is 1 5/8" OD. Square tube minimum is 1 1/2" on all sides. Gates shall conform to the design shown above with 6 horizontal bars.



All fence materials shall be new. Barbed wire shall be 2-point (spaced 4" apart), 12 1/2 gauge, galvanized, American made. Brace post shall be round 6" x 8' pressure treated. Line post will be 4" x 8' wooden post or Commercial Standard 185-51, studded-T steel post set 16 1/2 feet apart (1.33 lb/ft), American made, with two coats of aluminum pigmented (any color) baked enamel. Single bracing may be used when the run is less than 650 feet between corners and/or gates. When fence is more than 650 feet between corner post, braced line post assemblies should be located every 650 feet in the fence line. A braced line assembly is the same as a single span braced corner except that a second diagonal brace wire is used to take fence pull in the opposite direction. Line braces shall be used on breaks in ground elevation, or every quarter of a mile. No wire gaps are authorized.

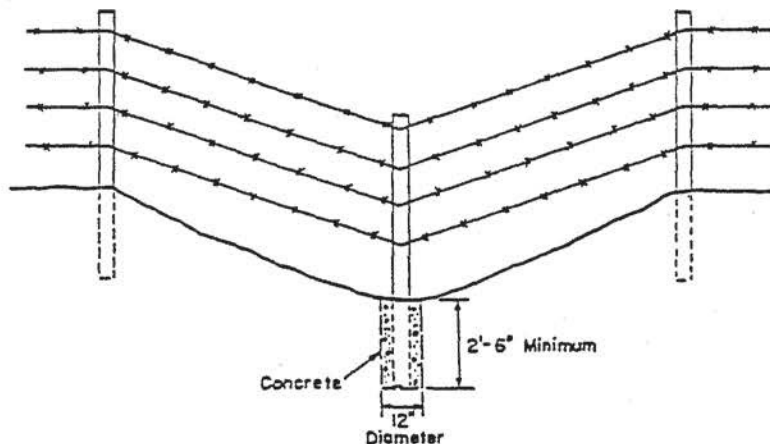
Attach wire to the side of the post closest to the livestock being fenced except where appearance is important.

Use 1 1/2 to 2 inch galvanized staples to fasten wire to wooden post or the wire clips which come with steel post to attach wire to the steel post.

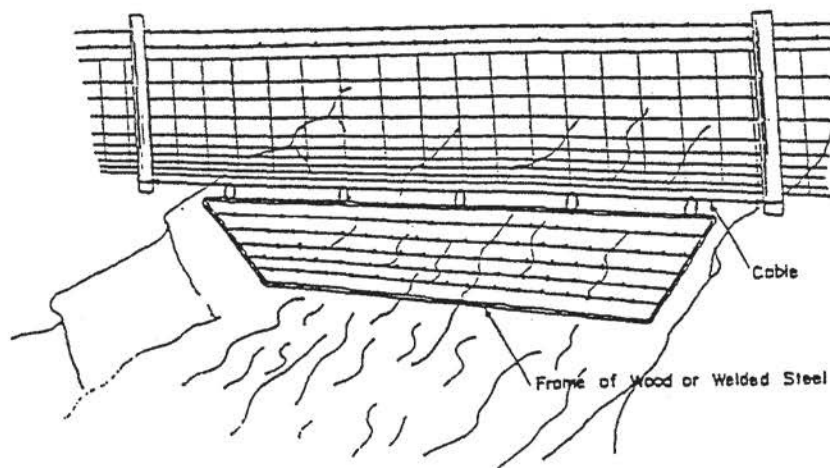
Wooden post sizes are usually given in inches top diameter, then length in feet. A 7-inch top diameter post, 8-feet long would be referred to as a 7" by 8' or 7" x 8'.

Post length will be determined by the combination of fence height and depth of setting. Add together the depth of setting, the height of the top wire, and an additional 6 inches to obtain post length. For example, a post set 3 1/2 feet deep for a 4 foot high fence would have to be 8 foot long.

Crossing low spots require special precautions to prevent post withdrawal or washout. In locations not subject to frequent flooding, use extra length post set to a minimum of 2 feet 6 inches deep or set post in concrete to prevent withdrawal (figure 4). A hinged floodgate may be used in low spots which flood or when crossing streams with fences (figure 5).



(Figure 4)



(Figure 5)