

**U.S. ARMY CORPS OF ENGINEERS
NOTICE OF AVAILABILITY FOR LEASING NO. DACW-31-R-21-058
LAND LEASE FOR AGRICULTURAL PURPOSES**

Mailing Address and Office Location:

Department of the Army
U.S. Army Corps of Engineers
ATTN: Real Estate Division / Tom Craig
5th Floor, 05-E-02
2 Hopkins Plaza
Baltimore, Maryland 21201

SITES SELECTED: Tract(s) being leased for Agricultural Purposes.

CONSISTING OF: The site offered for lease is located at the Raystown Lake Project, Huntingdon County, Pennsylvania, and designated as a portion of the following tracts solely for agricultural purposes:

FIELD NOS.	TRACT NOS.	SIZE (ACRES)
1	119-2, 117	5.243 +/-
2	119-2, 118	2.073 +/-
3	119-2	4.213 +/-
4	119-2	6.018 +/-
5	119-2	1.265 +/-
6	119-2	4.888 +/-
7	121	2.746 +/-
8	121	8.381 +/-
9	121	8.301 +/-
10	121	6.275 +/-
11	128-2	6.764 +/-
TOTALS		
11	117, 118, 119-2, 121, 128-2	56.167 +/-

FOR: Agricultural Purposes: The site will be leased on a competitive basis to the individual or corporation offering the highest rental value to the Government.

Applications will be evaluated by: (1) Monetary Return to the United States, and (2) Conformance to the Lease's Land Use Regulations (**Exhibit B**).

Potential Lessees may request Applications for Leasing, describing the site and giving details of the lease requirements through Mr. Tom Craig, Real Estate Specialist, by phone at (410) 962-2209 or by email at Thomas.m.craig@usace.army.mil.

Applications will be submitted in sealed envelopes, which will be opened and evaluated on:

Date: Monday, January 11th, 2021
Time: 2:00 PM
Location: Corps of Engineers -Baltimore District
Real Estate Division, 5th Floor, 05-E-02
2 Hopkins Plaza
Baltimore, Maryland 21201

Mailing Address: Department of the Army
U.S. Army Corps of Engineers
Attn: Real Estate Division / Tom Craig
2 Hopkins Plaza
Baltimore, MD 21201

**APPLICATION INFORMATION PACKAGE
FOR
AGRICULTURAL AND/OR GRAZING PURPOSES
AT
RAYSTOWN LAKE PROJECT
HUNTINGDON COUNTY, PENNSYLVANIA**

The information below must appear in the lower left corner of the Lease Application envelope.

Sealed application for Lease of Real Property

To be opened:

TIME: 2:00 PM

DATE: Monday, January 11th, 2021

NOTICE NO. DACW-31-R-21-058

Section I Application For Lease NO. DACW-31-R-21-058

GENERAL INFORMATION

1. PROPERTY TO BE LEASED

- a. Location and Description of Leased Premises. The site offered for lease is located at Raystown Lake, Huntingdon County, Pennsylvania, and designated as a portion of the following Tract's:

FIELD NOS.	TRACT NOS.	SIZE (ACRES)
1	119-2, 117	5.243 +/-
2	119-2, 118	2.073 +/-
3	119-2	4.213 +/-
4	119-2	6.018 +/-
5	119-2	1.265 +/-
6	119-2	4.888 +/-
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8	121	8.381 +/-
9	121	8.301 +/-
10	121	6.275 +/-
11	128-2	6.764 +/-
TOTALS		
11	117, 118, 119-2, 121, 128-2	56.167 +/-

- b. Map and Use Plans. The Map and Land Use Regulations for the above described unit is attached as **Exhibit A** and **Exhibit B**. This map and conditions will be made a part of any lease awarded for the use of this land.

2. DESCRIPTION APPROXIMATE. Description of the property and the map are believed to be correct, but any error or omission in the description of the property and map shall not constitute any grounds for nonperformance of the provisions and conditions of the lease or claim by the lessee for any refund or deduction from the rental.

3. PURPOSE OF LEASING. The property will be leased solely for the agricultural purpose of crop production.

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

5. TERMS AND CONDITIONS OF LEASING.

a. Form of Lease. The successful applicant will be required to enter into a lease with the United States as attached to this Notification of Availability. The lease is subject to change, although only what is highlighted is anticipated to be updated. At the time of lease execution, **Exhibit A** and **Exhibit B** shall be attached and made apart of the lease. Also, the lease shall not be executed until the selected grantee also signs the Environmental Condition of Property [(ECP) **Exhibit C**] which template has also been provided in this Notice of Availability.

b. Term. The lease will be for a term of five (5) years with the right of renewal for a second five (5) year term, with a review and update of the annual rental at the end of the first five years.

c. (1) The Lessee will be required to make use of the land in accordance with the Land Use Regulations, attached as **Exhibit B**. The regulations may affect the rental amount, therefore it is the responsibility of the applicant to review the Special Conditions before submitting an application.

(2) Although unlikely due to the time of year the Lessee would be accessing the lease area, there is a possibility that access to the unit being advertised may be inundated for flood control.

6. RENTAL.

a. The annual rental will be the amount stated in the application and accepted by the Government.

b. Payments of Rental. Rental will be paid in advance as stated below. The first payment, less the deposit, will be made at the time of delivery of the lease to the lessee.

(1) Rental of \$200.00 or less for the term will be paid in one lump sum payment.

(2) Rental of \$200.00 or less per annum will be paid annually.

(3) Rental of \$200.00 per annum or more and less than \$500.00 per annum may be paid in equal semiannual installments.

(4) Rental of \$500.00 per annum or more and less than \$1,200.00 per annum may be paid in equal quarterly installments.

(5) Rental exceeding \$1,200.00 per annum may be paid in equal monthly installments.

c. A charge, in an amount to be determined by law or regulation, will be imposed on late payment of rent or other payments due under this agreement for each 30-day period that the payment is overdue. The full late charge will also be applicable to periods of less than 30 days.

7. ARRANGEMENTS FOR INSPECTION: Arrangements for inspection may be made with no later than three (3) business days in advance with Mr. Tom Craig, Real Estate Specialist, Baltimore District, Telephone: (410) 962-2209.

8. SELECTION CRITERIA: Applications will be evaluated in accordance with the following criteria, listed in descending order of importance.

(1) Monetary Return to the United States.

a. Monetary Return to the United States. This will be evaluated as to the amount of annual rent proposed in the application.

(2) Conformance to the Special Conditions.

b. Conformance to the Special Conditions. This criteria will determine if the applicant is willing to fulfill the Special Conditions as written.

SECTION II APPLICATION NO. DACW-31-R-21-058

SUBMISSION INSTRUCTIONS

1. SUBMISSION: Sealed, written Applications should be submitted to:

Mailing Address:

Department of the Army
U.S. Army Corps of Engineers
Real Estate Division
Attn: Tom Craig 5th Floor, 05-E-02
2 Hopkins Plaza
Baltimore, Maryland 21201

a. Packages and/or envelopes containing the Application should be marked with Application No. DACW-31-R-21-058

2. DUE DATE: Applications will not be accepted after, **2:00 PM, Monday January 11th, 2021**, modifications of applications may be made in sealed envelopes, as for original application, up to that time.

3. REJECTION OF APPLICATION:

a. 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 applications unless such application is qualified by specific limitation.

b. The Government may (1) reject any or all applications if such action is in the public interest, (2) waive informalities and minor irregularities in offers received.

c. The Government reserves the right to conduct written or oral discussions with all responsible applicants who submit proposal within the competitive range.

d. A written award or acceptance of application mailed or otherwise furnished to the successful applicant within the time for acceptance specified in the application shall result in a binding contract without further action by either party. Before the application's specified expiration time, the Government may accept an application whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an application do not constitute a rejection or counteroffer by the Government.

e. The Government may determine that an application is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. An application is materially unbalanced when it is based on prices significantly less than cost for some work

and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the application will result in the lowest overall cost to the Government, even though it may be the low evaluated application, or it is so unbalanced as to be tantamount to allowing an advance payment.

4. **DEFAULT:** In the event that the successful applicant fails to enter into a lease within ten (10) days after receipt of Government notification that this application has been accepted and receipt of a draft lease for execution, or in the event that the successful applicant fails to otherwise comply with the terms of this Notice, the Government may declare the applicant in default.

5. **ADDITIONAL INFORMATION:** Any additional information may be obtained from the Corps of Engineers – Baltimore District, Real Estate Division, Mr. Tom Craig, Real Estate Specialist, at 410-962-2209 or by electronic mail at Thomas.m.craig@usace.army.mil.

6. **AWARD OF LEASE:** A lease will be awarded to the applicant who provides the best overall value to the Government as to the most favorable in terms of apparent ability to farm the site efficiently and effectively. The Government reserves the right not to award a lease under this Notice.

7. **DEPOSIT:** Applicants will submit a refundable application deposit of 10% of the proposed rental amount. The amount will apply to initial rental for the successful applicant.

8. **APPLICANT RESPONSIBILITY:** It is the responsibility of the applicant to make sure that all lease provisions are understood and the conditions of the premises proposed for lease are known.

9. **ASSURANCES REQUIRED:** By submittal of an application, the applicant agrees to provide non-discrimination and Civil Rights assurances, if applicable.

10. **QUESTIONS REGARDING SOLICITATION:** All questions may be directed to the Corps of Engineers, Baltimore District, Real Estate Division, to Mr. Tom Craig, Real Estate Specialist, by telephone No. (410) 962-2209 or by electronic mail at Thomas.m.craig@usace.army.mil.

APPLICATION INFORMATION

INVITATION NO. DACW-31-R-21-058

DATED: _____

**APPLICATION FOR LEASING UNITED STATES REAL PROPERTY
AT
RAYSTOWN LAKE**

TO: Department of the Army
United States Army Corps of Engineers
ATTN: Real Estate Division / Tom Craig
5th Floor, 05-E-02
2 Hopkins Plaza
Baltimore, Maryland 21201

SIR:

The undersigned, _____,

a corporation existing under the laws of the State of Pennsylvania,

or a partnership consisting of _____,

or an individual trading as _____,

of _____,

(ADDRESS AND TELEPHONE NUMBER)

In accordance with your Request for Application No. DACW-31-R-21-058, for the leasing of property at the Raystown Lake Project, Huntingdon County, Pennsylvania, 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 applied for below, and hereby agrees to pay the rental set out below:

(This space has been intentionally left blank)

FIELD NOS.	TRACT NOS.	SIZE (ACRES)
1	119-2, 117	5.243 +/-
2	119-2, 118	2.073 +/-
3	119-2	4.213 +/-
4	119-2	6.018 +/-
5	119-2	1.265 +/-
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10	121	6.275 +/-
11	128-2	6.764 +/-
TOTALS		
11	117, 118, 119-2, 121, 128-2	56.167 +/-

Applicant represents: (a) That he/she _____ has, _____ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the applicant to solicit or secure this contract) and (b) that he/she _____ has, _____ has not, paid or agreed to pay to any company or persons (other than a full-time bona fide employee working solely for the applicant) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the aware of this contract, and agrees to furnish information relating to (a) and (b) above as requested by the District Engineer, Baltimore, Maryland.

(Applicant will check the appropriate boxes in the above statement).

OFFER AMOUNT

Tract Nos. 117, 118, 119-2, 121, 128-2

ANNUAL RENTAL OFFER FOR THE 5 YEAR TERM: _____ per year for the 5 year term

Enclosed is a check or money order payable to the Treasurer of the United States in the amount of \$_____ to cover the required deposit(s) (10%, or not less than the first year of the annual rental).

(I)/(We) make this application with full knowledge of all the Lease and Special Conditions and requirements hereinabove set forth, and will enter into a written lease within ten days after the date of written notice of the acceptance of this application and a draft of lease for execution.

SIGNATURE

BUSINESS ADDRESS

TAX ID / SSN:

TELEPHONE NO.

* Section 2667 of Title 10 of the United States Code authorizes collection of this information. The primary use of this information is by the Real Estate Division and Resource Management Office in administration of the lease and the collection of rental payments. Additional disclosures of this information may be made to the Internal Revenue Service, the Government Accounting Office, and the U.S. Army Finance & Accounting Center. Failure to furnish this information will result in the termination of the lease or rejection of this application. If the information provided is used for purposes other than listed above, you will be provided with an additional statement reflecting those purposes.

NOTICE

BY THE UNITED STATES ARMY CORPS OF ENGINEERS

LEASE FOR AGRICULTURAL PURPOSES AT

**RAYSTOWN LAKE
HUNTINGDON COUNTY, PENNSYLVANIA**

UNDER NOTICE OF APPLICATION FOR LEASE NO. DACW-31-R-21-058

The Baltimore District Corps of Engineers is offering an agricultural lease opportunity at the Raystown Lake, Huntingdon County, Pennsylvania

The sites may be inspected by prospective offerors. Arrangements for inspection must be made 3 business days in advance by contacting Mr. Tom Craig, Real Estate Specialist, Baltimore District, Telephone: (410) 962-2209 or by electronic mail at Thomas.m.craig@usace.army.mil. You may also contact Mr. Tom Craig for applications for Leasing, including terms and conditions of the lease, procedure for submitting applications and a description of the site

Applications will be accepted until the time of opening, at the Department of the Army, United States Army Corps of Engineers, Attn: Real Estate Division, Baltimore, MD 21201. Applications will be opened for evaluation at 2:00 PM, at the Real Estate Office, 2 Hopkins Plaza, Baltimore, Maryland, 21201, on Monday, January 11th, 2021.

DEPARTMENT OF THE ARMY LEASE
RAYSTOWN LAKE PROJECT
HUNTINGDON COUNTY, PENNSYLVANIA

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, Baltimore, hereinafter referred to as the Lessor, and <<Company Name>>, with its principal address at <<ADDRESS>>, <<CITY, STATE, ZIP>>, hereinafter referred to as the Lessee.

WITNESSETH:

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

That the Lessor, by the authority of Title 10, United States Code, Section 2667, and for the consideration hereinafter set forth, hereby leases to the Lessee the property identified in **EXHIBIT A -Map** attached hereto and made a part hereof, hereinafter referred to as the Premises, for agricultural purposes in compliance with **EXHIBIT B – LAND USE REGULATIONS**.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said Premises are hereby leased for a term of FIVE (5) years, beginning **Month Day#**, 2021 and ending **Month Day#**, 2026, unless earlier terminated pursuant to the condition on **TERMINATION**.

2. CONSIDERATION

a. The Lessee shall pay rental in advance to the Lessor in the amount of _____ **DOLLARS (\$ _____)**.

The Lessee shall pay this amount either in a lump sum for the term; annually on the anniversary of the beginning date of this Lease; or other interval and due date (PLEASE READ THE GENERAL INFORMATION SECTION OF THE APPLICATION NUMBER 6.

FOR INFORMATION REGARDING RENTAL PAYMENT) THIS IS SUBJECT TO CHANGE PENDING THE ACCEPTED BID, PER THE RENTAL CONDITION PREVIOUSLY MENTIONED.) Payable to "USAED, Baltimore District" and deliverable to the USACE Finance Center, 5720 Integrity Drive, Millington, TN 38054-5005. Payment must include DACW31-1-21-XXX either in the memo of the check or otherwise provided with the payment transaction to ensure correct and timely crediting.

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

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

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

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

3. SUPERVISION BY THE LESSOR 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 U.S. Army Corps of Engineers, Baltimore District, Attention: Chief, Real Estate Division, P.O. Box 1715, Baltimore, Maryland 21203-1715; 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.

8. 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.

9. APPLICABLE LAWS AND REGULATIONS

- a. The Lessee shall comply with all applicable Federal, State, county, and municipal laws, ordinances, and regulations wherein the Premises are located.
- b. The Lessee shall be solely responsible for obtaining at its cost and expense any permits or licenses required for its operations under this Lease, independent of any existing permits or licenses held by the Lessor.
- c. The Lessee understands and acknowledges that the granting of this Lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or Section 408 (33 U.S.C. § 408) or any other permit or license which may be required by Federal, State, interstate, or local laws, regulations, and ordinances in connection with the Lessee's use of the Premises.
- d. The Lessee shall promptly report to the Lessor any incident for which the Lessee is required to notify a Federal, State, or local regulatory agency or any citation by a Federal, State, or local regulatory agency of non-compliance with any applicable law, ordinance, or regulation.
- e. The Lessee shall comply with the Land Use Regulations attached hereto as **EXHIBIT B**.

10. 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.

11. 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.

12. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the Premises, knows its condition, and understands that the same is leased without any representations or

warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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**.

18. 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.

19. 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.

20. PROHIBITED USES

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

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

21. 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 RAYSTOWN LAKE 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 PENNSYLVANIA, 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. The Lessee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

f. 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.

23. 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**.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.).

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

a. 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 13706 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 13706 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.

EXAMPLE

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__.

CRAIG R. HOMESLEY
Chief, Civil Projects Support Branch
Real Estate Division
Real Estate Contracting Officer
US Army Corps of Engineers
Baltimore District

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

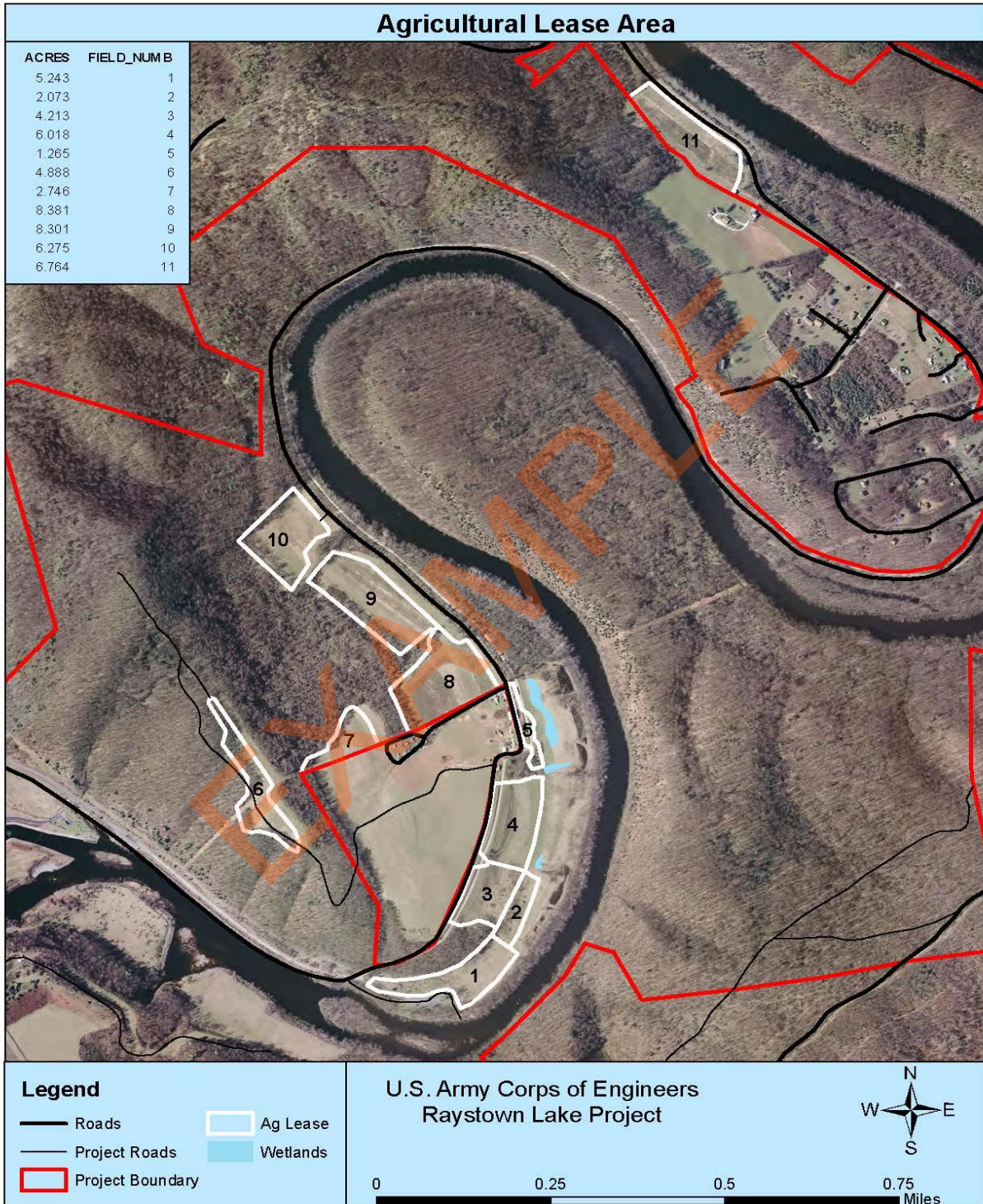
AUTHORIZED REPRESENTATIVE

BY: _____

TITLE: _____

TAX ID: _____

MAP



LAND USE REGULATIONS

RAYTOWN LAKE
AGRICULTURAL LEASE
TRACT NOS. 117, 118, 119-2, 121, AND 128-2

1. Lessee shall maintain all identified agricultural fields to be used for agricultural cultivation, including maintenance of the soils for planting.
2. The lessee agrees to consult the Natural Resources Conservation Service (NRCS) and maintain a current conservation plan. A copy of the plan must be submitted to the Corps prior to the start of the lease agreement.
3. Row crop, small grain, or any rotation may be used as indicated in the approved NRCS conservation plan in fields 1-4 and 6-11. Field 5 shall be managed via annual mowing to maintain grass community. The Lessee shall meet with the Operations Manager or his representative with a listing of planned crop rotations no later than 1 May each year.
4. The use of any herbicide on outgranted lands (or waters) must be approved in advance by the Operations Manager, Raystown Lake. Chemical names and SDS sheets must be submitted at least two weeks prior to application. All pesticide applications must be in accordance with appropriate federal, state, or local laws, rules, or regulations. At the completion of each approved chemical application the Raystown Lake office must be supplied with a post application summary that includes chemical names and amounts applied. A blank Post Application Documentation Form (PADF) is included as Appendix D.
5. The Lessee will at no time use the leased property for cattle grazing or any other unapproved farming practice.
6. This lease does not authorize the harvest of wildlife without approval in advance from the Corps of Engineers and if required by regulation the Pennsylvania Game Commission, the Pennsylvania Fish and Boat Commission, and/or the U.S. Fish and Wildlife Service.
7. All equipment must be removed from Government property when not in actual use. Storage of equipment on Government property will not be permitted.
8. Project personnel shall have the right to access the leased area through the Lessee's property to inspect the lease area and project boundary lines.

9. The construction of pit or trench silos and cutting or storage of silage on the leased area is prohibited.
10. Timber removal/firewood cutting is prohibited within the lease area. Fallen trees within the lease area may be removed from the fields and disposed of in adjacent forested lands by the Lessee.
11. The Lessee shall conduct annual soil testing for these fields. A copy of the soil tests shall be provided to the Operations Manager or his representative. The lessee shall apply manure, fertilizer, and/or lime to achieve recommend pH and nutrient levels.
12. A yearly review of this lease agreement will occur to determine compliance. The government reserves the right to deny renewal of this agreement if the terms set forth herein are not met. If terms of the agreement are not met, the government reserves the right to terminate and or suspend the agreement until such time as the terms are met.

EXAMPLE