July 7, 2016
INVITATION FOR BID N62473LO10576
DEPARTMENT OF THE NAVY AGRICULTURAL LEASE
PARCEL 4C09 MARINE CORPS AIR STATION YUMA

This Invitation for Bid (IFB) package consists of four parts:

1. Invitation for Bid (IFB)
2. Instructions to Bidders
3. Department of the Navy Lease for Agricultural Purposes
4. Bid Form

DESCRIPTION

The Department of the Navy proposes to outlease Government-owned land for agricultural purposes at the following parcel of real property at Marine Corps Air Station Yuma, Arizona (hereinafter called the Station) under the terms outlined below. It is the intent of this Invitation for Bid (IFB) to provide criteria for evaluation of bids submitted.

Parcel	Acres	IFB Number	Lease Term
4C09	+/- 29.5	N62473LO10576	Firm Term: Sept 1, 2016- Aug 31, 2019 **Year 1 is conversion from citrus to row crops and removal of wind turbines (Sept 1, 2016 – Aug 31, 2017)* Seven (7) one-year option periods Option Period 1: Sept 1, 2019 – Aug 31, 2020 Option Period 2: Sept 1, 2020 – Aug 31, 2021 Option Period 3: Sept 1, 2021 – Aug 31, 2022 Option Period 4: Sept 1, 2022 – Aug 31, 2023 Option Period 5: Sept 1, 2023 – Aug 31, 2024 Option Period 6: Sept 1, 2024 – Aug 31, 2025 Option Period 7: Sept 1, 2025 – Aug 31, 2026

Proposed Department of the Navy Lease for Agricultural Purposes N6247316RP00104 is enclosed in this IFB. Bidders shall review all provisions, clauses, terms, exhibits, and appendices prior to submitting a bid, as they will be strictly enforced.

The amount of the bid represents the annual cash rental amount to be paid under the Lease. In addition to rent, the successful bidder must complete, at the bidder's expense, all non-reimbursable soil and water conservation work (i.e. ditch maintenance, weed control, etc.) required for the leased parcel by the time specified in the Soil and Water Conservation Plan (Exhibit "B" of the Lease). It is the intent of the Government that the land be utilized in accordance with sound agricultural practices and that the ecological balance is protected to ensure continued productivity of the land while permitting reasonable economic returns to the Lessee. Protection of the Station's resources from deterioration, erosion, fire, weed, and insect infestations or other detriments is considered part of the sound agricultural management to be carried out by the Lessee.

BIDS and BID OPENING

All bids must be mailed on the Bid Form in a sealed envelope and delivered no later than **10:00 AM, August 4, 2016 local time** to Naval Facilities Engineering Command Southwest. Please reference the Instructions to Bidders for submission instructions. Emailed bids and facsimiles will not be allowed. Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in this IFB by the date and time specified.

The bid opening will be conducted via a live conference call **ONLY** at **10:00 AM on August 4, 2016.** There will be no public access to the bid opening as it will be over a conference call. The public has the opportunity to listen to the live conference call bid opening by calling **866-756-2384** and entering password **35876875.** The bid opening shall be conducted at 10:00 AM.

AMENDMENTS

If the IFB is amended, all terms and conditions which are not modified remain unchanged. It is the responsibility of the interested bidders to routinely check the IFB on the Navy Electronic Commerce (NECO) website for any Amendments and/or be added to the Plan Holder List on NECO (see Plan Holder List section below).

Bidders shall acknowledge receipt of any amendment to this IFB by acknowledging the "Amendments" section of the Bid Form.

PLAN HOLDER LIST

If you are a registered user on NECO, you may add yourself to the Plan Holder List. The Plan Holder List will notify you if there are any updates or amendments to the advertisement. To add yourself to the Plan Holder List: after you click on View Solicitation, locate Plan Holder List (below Issue Date) and click on "Add/Del."

FALSE STATEMENTS IN BIDS

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

INSTRUCTIONS TO BIDDERS

ELIGIBILITY TO BID ON AND AWARD LEASED PARCELS

Bids will be accepted from any United States citizen, corporation, partnership, or trust. The Government will evaluate bids in response to this solicitation without discussions. The lease will be awarded to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government. The total bid shall consist of the initial lease term plus all option periods. The bid will be evaluated on the basis of whether or not it is made by a responsive and responsible bidder. The Government may determine any bid non-responsive, where submitted by a person or entity, who is in breach or default of a material provision of an existing or prior lease at the time of evaluation of bids under this solicitation.

The Government may:

1. Reject any or all bids without a requirement for justification;
2. Accept other than the highest bid;
3. Not award the Lease

REVIEW OF ALL DOCUMENTS

Interested bidders shall review all documents, provisions, clauses, and terms of the Invitation for Bid (IFB) and of each proposed Lease on which interested bidders are bidding.

All inquiries concerning any part of the IFB shall be made to Redna Fork at redna.fork@navy.mil or 619-532-2331. Inquiries and Requests for Information (RFI) shall be submitted via e-mail no later than seven (7) business days prior to bid due date.

PLAN HOLDER LIST

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BID FORM

Interested bidders shall read and complete all sections required on the Bid Form:

1. Name of Bidder
2. Rent
3. Payment Cycle
4. Bid Deposit
5. Acknowledgements
6. Amendments
7. Execution by Bidder

BID DEPOSIT

Interested bidders must enclose a deposit of 25% of the annual rent or $1,500.00, whichever is GREATER, in the form of a certified check, cashier's check, or U.S. Postal Service Money Order payable to the "Treasurer of the United States." The bidder should be named as the "remitter" on the deposit. CASH BID or PERSONAL CHECKS WILL NOT BE ACCEPTED. The deposit of a successful bidder will be retained by the Government and applied as partial payment of the first year's rent. In the event the deposit check of the successful bidder exceeds the first year's rent, the successful bidder shall submit the correct rental amount and the bid deposit check shall be returned upon execution of the Lease. Deposits of unsuccessful bidders will be returned without interest, as promptly as possible after award has been made to the successful bidder.

SUBMISSION OF BID

The Bid must be submitted in a SEALED ENVELOPE or package, marked and addressed as in the following example:

[Bidder name and address here]

Naval Facilities Engineering Command SW
Attn: Redna Fork, Desert IPT Real Estate, Code RJV10
1220 Pacific Highway
San Diego, CA 92132-5190

Bid For:
MCAS Yuma, AZ
Agricultural Lease IFB N62473LO10576
Parcel 4C09

To Be Opened:
10:00 A.M., Pacific Time
August 4, 2016

In the event an interested bidder intends to bid on multiple leases, individual bids and bid deposits must be submitted for each Lease. In addition, each bid must be submitted individually in a sealed envelope or package as shown in the sample above.

BIDDER'S CHECK LIST

- Completed Bid Form
- Bid deposit (certified check, cashier's check, or U.S. Postal Service Money Order)
- Bid Form and bid deposit are submitted in a SEALED envelope or package no later than time and date specified. No late bids will be accepted.

BID FORM
INVITATION FOR BID (IFB) N62473LO10576
DEPARTMENT OF THE NAVY AGRICULTURAL LEASE
Parcel 4C09 Marine Corps Air Station Yuma, AZ
27.5 Farmable Acres/2.0 Maintenance Acres

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1. **NAME OF BIDDER (print)**: _____

2. **RENT (complete "Rent per Acre" and "Annual Rent" columns):**

Term	Farmable Acreage		Rent per Acre		Annual Rent
Year 1 (**conversion from citrus to multiple crops; removal of two wind turbines/concrete pads)** Sept 1, 2016 – Aug 31, 2017	+/- 27.5	x	$	=	$
Year 2 and 3: Sept 1, 2017 – Aug 31, 2019	+/- 27.5	x	$	x 2 years =	$
Option Period 1: Sept 1, 2019 – Aug 31, 2020	+/- 27.5	x	$	=	$
Option Period 2: Sept 1, 2020 – Aug 31, 2021	+/- 27.5	x	$	=	$
Option Period 3: Sept 1, 2021 – Aug 31, 2022	+/- 27.5	x	$	=	$
Option Period 4: Sept 1, 2022 – Aug 31, 2023	+/- 27.5	x	$	=	$
Option Period 5: Sept 1, 2023 – Aug 31, 2024	+/- 27.5	x	$	=	$
Option Period 6: Sept 1, 2024 – Aug 31, 2025	+/- 27.5	x	$	=	$
Option Period 7: Sept 1, 2025 – Aug 31, 2026	+/- 27.5	x	$	=	$
				Total Annual Rent	$

3. **PAYMENT CYCLE** (Circle One): Annual Semi-Annual Quarterly

4. **BID DEPOSIT**

Amount of Bid Deposit* **$**_____

*25% of annual rent for **Year 1** or $1,500.00, whichever is greater. Please read about Bid Deposit in the Instructions to Bidders.

5. ACKNOWLEDGMENTS

A. By executing the Bid Form, Bidder warrants and represents to the Government that Bidder has read, understands, and accepts all of the terms and conditions of the Lease and its Exhibits, including the Soil and Water Conservation Plan.
B. By executing the Bid Form, Bidder acknowledges that rejecting a Lease or withdrawing a bid after acceptance of a bid by the Government constitutes a default, which may result in the Government determining the bidder non-responsible and not eligible to participate in any future Navy agricultural lease Invitations to Bid, including other proposed leases solicited in this Invitation to Bid.
C. By executing the Bid Form, Bidder acknowledges that the Government may determine any Bidder not responsible, if the Bidder (including any corporate officers, directors, shareholders, partners of partnership, or officers or members of business entity ("Principals")) submitting a bid is in breach or default of a material provision of an existing or prior Lease at the time of evaluation of Bids under this solicitation.
D. Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

6. AMENDMENTS (if applicable)

Bidder acknowledges receipts of amendments to the Invitation for Bid
Amendment/Addendum No. _____ Initial: _____ Date: _____
Amendment/Addendum No. _____ Initial: _____ Date: _____

If you are a registered user on NECO, you may add yourself to the Plan Holder List. The Plan Holder List will notify you if there are any updates or amendments to the advertisement. To add yourself to the Plan Holder List: after you click on View Solicitation, locate Plan Holder List (below Issue Date) and click on "Add/Del."

7. EXECUTION BY BIDDER

Name of the bidder (print): _____

Signature of person authorized to sign bid:

_____ Date: _____

Tax Identification Number: _____

Street address: _____

City, State, Zip Code: _____

Telephone: _____

Station: MCAS Yuma, Arizona
Parcel#: 4C09
Contract#: N6247316RP00104

DEPARTMENT OF THE NAVY
LEASE FOR AGRICULTURAL PURPOSES

LEASE between _____ hereinafter called "LESSEE," and the United States of America, acting by and through the Department of the Navy, represented by the Commanding Officer, Naval Facilities Engineering Command Southwest, San Diego, California, hereinafter called the "GOVERNMENT."

1) **LEASED PROPERTY**: Under the terms and conditions of this "LEASE," the GOVERNMENT hereby leases to the LESSEE a portion of the MARINE CORPS AIR STATION, YUMA, ARIZONA, hereinafter called the "STATION." That portion is hereinafter called the "LEASED PROPERTY" and is described as follows:

Parcel 4C09 currently consists of approximately 29.5 acres, is identified and delineated herein as Exhibit "A," and made a part hereof this lease.

a) The 29.5 acres consists of the following:
+/- 27.5 acres of farmable land
+/- 2.0 acres of maintenance area

2) **TERM**: The term of this LEASE will be for the period beginning September 1, 2016 and ending on August 31, 2019, UNLESS sooner terminated in accordance with Clauses 14 and 15 hereof or extended in accordance with Clause 4, OPTION TO EXTEND THE TERM OF THE LEASE, hereof.
On a non-reimbursable basis, the lessee shall completely convert the parcel from citrus trees to alfalfa, sudan, Bermuda grass or another non-seed crop within the first five months (September 2016– January 2017) of the lease term.

On a non-reimbursable basis, the lessee shall remove and properly dispose of two wind turbines and the associated concrete pads off Government property within the first five months (September 2016 - January 2017) of the lease term.

3) **RENT**: LESSEE shall pay the GOVERNMENT rent in the amounts set forth below:

	Rental Per Acre/Year	Total Annual Rental Per Year
Firm Term Year 1 *(conversion from citrus to multiple crops; removal of wind turbines)* September 1, 2016 – August 31, 2017	$	$
Firm Term Year 2 and 3 September 1, 2017 – August 31, 2019	$	$ (x 2 yrs)
Option Period 1: September 1, 2019 – August 31, 2020		

	$	$
Option Period 2: September 1, 2020 – August 31, 2021	$	$
Option Period 3: September 1, 2021 – August 31, 2022	$	$
Option Period 4: September 1, 2022 – August 31, 2023	$	$
Option Period 5: September 1, 2023 – August 31, 2024	$	$
Option Period 6: September 1, 2024 – August 31, 2025	$	$
Option Period 7: September 1, 2025 – August 31, 2026	$	$
Total Annual Rent for Lease Term (Three-year Firm Term and seven (7) one-year Option Periods):		$

a) LESSEE agrees to pay the GOVERNMENT an annual rental in the amount of $_____for the initial Lease term payable in advance at the rate of $_____**per** annum, semi-annum or quarterly. LESSEE agrees to pay the GOVERNMENT an annual rental in the amount of $_____ for the option periods, if exercised. Rental payments shall be remitted by check or postal money order made payable to **Disbursing Officer – DFAS Cleveland** and delivered to the Real Estate Contracting Officer, subject to any allowance for credit for work approved and performed pursuant to Clause 9 of this LEASE. Checks must be issued by and drawn on the account of Lessee. If a check is not issued by and drawn on the account of the Lessee, the check will be returned to the Lessee and if a check issued by and drawn on the account of the Lessee is not received in accordance with the General Provisions, the payment will be deemed delinquent and interest will accrue. Rent payments are considered received the date that the Government receives the payment and not the date indicated on the check or money order.

4) **OPTION TO EXTEND THE TERM OF THE LEASE**: This LEASE may be renewed at the sole option of the GOVERNMENT for seven (7) additional one-year option periods, under the same terms and conditions contained herein. The GOVERNMENT shall exercise its options to extend the term of the LEASE by giving written notice thereof to the LESSEE at least one-hundred eighty (180) days prior to the expiration of the LEASE's initial three-year base term, or any extension thereof. Any extension of the LEASE pursuant to this Clause shall not otherwise modify the terms and conditions of the LEASE set forth or referenced herein.

5) **USE**: The primary use of the STATION is for United States Marine Corps Flight operations. The agricultural LEASE operation is secondary and subject to the military requirements for the land. The LEASED PROPERTY shall be used solely for agricultural purposes. Human occupancy is not allowed. Commercial wholesale or retail sales operations are not allowed on

the STATION. It is the express intent of the GOVERNMENT to have the available irrigation waters used to the maximum extent possible with sound agricultural practices. All uses of the LEASED PROPERTY shall be in accordance with and in full compliance with all applicable federal, state and local environmental laws, regulations and/or ordinances, including but not limited to laws, regulations and/or ordinances concerning air emissions, water pollution prevention, and permitting requirements.

6) **WATER AVAILABILTY**:

a) The LEASED PROPERTY is located in the Yuma Mesa Irrigation and Drainage District ("YMIDD or District"). The water rights associated with this lease parcel are owned by the STATION. In addition to the rent specified in Clause 3) of this LEASE, the LESSEE shall pay directly to the STATION an additional sum equal to the charges for the "basic amount" of water used on the LEASED PROPERTY. "Basic Amount" means the maximum amount of water as set by District regulations that a District water user is entitled to receive from the District without incurring excess water charges. The water rate shall be the same as that charged by YMIDD. Any additional water used during the year, over the basic amount allotted shall be charged at the higher rate imposed by YMIDD. Any charges for water in excess of the basic amount allotted shall be paid directly to YMIDD. The water payment for the basic amount shall be made payable to the STATION and shall be sent to the Comptroller, MCAS Yuma, Box 99107, Yuma AZ 85369-9107. Ms. Lupe Campbell is the Comptroller Point of Contact and can be reached at (928) 269-3170. Water bills from STATION will be sent to the LESSEE on or around November 1 and May 1 of each year. Water Payments are due and shall be received by the STATION within 30 days of receipt of invoice.

b) Scheduling of water delivery is through the YMIDD. The GOVERNMENT makes no guarantee, implied or otherwise, regarding the quality, quantity, or availability of water from YMIDD or their cooperation in providing water to the LEASED PROPERTY. It is the LESSEE's sole responsibility to make all arrangements for obtaining, developing and delivering irrigation water and to pay any and all non-water costs, charges and fees imposed by YMIDD. The LESSEE shall also comply with all YMIDD terms, conditions, policies and procedures, specifically including, but not limited to, water conservation measures, associated therewith. The YMIDD may be reached at (928) 726-4353, 14329 S. 4th Ave., Yuma, AZ 85365. Water allocation and delivery arrangements should be made by the LESSEE prior to the execution of the LEASE.

7) **PERFORMANCE BOND OR SECURITY**: To secure the faithful performance of LESSEE'S obligations hereunder, LESSEE shall provide the GOVERNMENT with a security deposit in the amount equal to 50% of the annual rent shown in Clause 3 (a) or **$5,000.00**, whichever is **GREATER**. If the GOVERNMENT shall at any time determine that an increase in the amount of security is necessary to make same commensurate with LESSEE's obligations hereunder, LESSEE shall furnish additional security promptly upon request. The Security Deposit provided shall be in the form of either:

a) Certificate of Deposit:

i) Certificate of Deposit shall be accompanied by a Security Agreement, satisfactory to the GOVERNMENT in all respects, fully executed by LESSEE and GOVERNMENT AND acknowledged by the financial institution issuing the Certificate of Deposit; and

ii) Certificate of Deposit shall be made payable to the LESSEE and the **Treasurer of the United States** or

b) Performance Bond issued by a Corporate Surety and satisfactory to the GOVERNMENT in all respects.

i) Performance Bond shall be payable to the **Treasurer of the United States**

The term of the certificate of deposit or performance bond shall be secured for the entire five-year firm term of the lease. For the five-year option period exercised thereafter, the certificate of deposit or performance shall be secured in for the entire five-year term. If LESSEE shall fully and faithfully comply with all the terms and conditions of this LEASE, the security deposit shall be returned to the LESSEE upon the expiration or earlier termination of the LEASE.

8) **INSURANCE REQUIREMENTS**:

Prior to award of the LEASE, the LESSEE shall submit a Certificate of Insurance meeting the following requirements. Public Liability and Property Damage shall meet the following requirements at a minimum:

$2,000,000	Third Party Property Damage
$2,000,000	Third Party Bodily Injury Per Person
$3,000,000	Third Party Bodily Injury Per Accident

The Insurance Policy/Certificate of Insurance shall contain the following endorsements:

a) Loss, if any, under this policy shall be adjusted with (name of LESSEE) and the proceeds, at the election of the GOVERNMENT, shall be payable to (name of LESSEE); any proceeds not paid to (name of LESSEE) shall be payable to the **Treasurer of the United States**

b) The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy.

c) The GOVERNMENT shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the policy. Please strike out (and initial) any clauses that state *"…failure to make such notice imposes no obligation or liability of any kind upon the company, etc."*

d) The United States of America (Department of the Navy) is added as an additional insured in operations of the policyholder at or from the LEASED PROPERTY at Marine Corps Air Station, Yuma, Arizona.

e) This insurance policy is for use of the LEASED PROPERTY at Marine Corps Air Station, Yuma, Arizona, contract number **N6247316RP00104** for Parcel 4C09.

f) If, at any time, the GOVERNMENT determines that the insurance maintained by the LESSEE does not, in fact, adequately protect the GOVERNMENT, LESSEE may be required to carry such other insurance in such form, for such amounts and for such periods of time, and with such insurers as the GOVERNMENT may from time to time require or

approve.

9) **CONSERVATION AND MAINTENANCE WORK**:

a) The LESSEE, shall at their own cost and expense, assume full responsibility for the following conservation and maintenance obligations in accordance with the specifications and guidelines set forth in the Soil and Water Conservation Plan of this LEASE, attached hereto as Exhibit “B,” and made a part hereof this lease.

b) The LESSEE agrees to perform reimbursable Conservation and Maintenance related work on the LEASED PROPERTY as identified, approved and directed by the GOVERNMENT. Upon prior written approval by the GOVERNMENT and subsequent completion of such work by the LESSEE and the acceptance of same by the GOVERNMENT, the LESSEE shall receive payment in full for the "Actual Costs" of work performed, or shall receive rent credit in the same amount against rents payable under the terms of this LEASE; provided, however, that in no event shall such rent credit exceed the total amount of cash rent called for in the LEASE.

c) "Actual Costs" as used herein shall mean the sum of:

i) Direct labor costs, and;

ii) Direct material costs, when LESSEE has incurred such costs directly in the performance of any Conservation and Maintenance Work approved by or directed by the Real Estate Contracting Officer. When LESSEE contracts with third parties for performance of any item of Conservation and Maintenance Work, "Actual Costs" as used herein, shall mean the amount of such contracts that have been approved in advance by the Real Estate Contracting Officer.

d) Prior to commencement of any Conservation and Maintenance Work for which the LESSEE is to receive credit or payment from the GOVERNMENT, the LESSEE must have a Modification of Contract executed by the Real Estate Contracting Officer setting forth the terms, conditions and the amount of compensation to be paid upon completion of the reimbursable work to the satisfaction of the GOVERNMENT. The following procedures apply:

i) GOVERNMENT provides LESSEE with project specifications and written notice to obtain bids.

ii) LESSEE obtains a minimum of two bids from qualified contractors with a complete description of work proposed and forwards such bids to the Real Estate Contracting Officer. LESSEE may elect to do the work him/herself. LESSEE then must submit to the Real Estate Contracting Officer an itemized bid proposal covering all aspects of the project. In the event the LESSEE elects to do the work him/herself, no other bids are necessary, provided that the LESSEE's bid price does not exceed the GOVERNMENT'S cost estimate. For each project or service proposed, LESSEE must include with the project or service description an estimated cost to perform the work. The estimated cost shall be broken down by material, subcontract cost, labor, and overhead.

iii) Nothing in this LEASE shall preclude the LESSEE from contracting with a third-party

contractor for the work. LESSEE shall require any contractor to have a Performance Bond with the penal amount of no less than the estimated cost of the work contracted for. In compliance with Clause 34 (d) (i) of this LEASE, LESSEE shall be solely responsible for obtaining any environmental permits required for the proposed work. Copies of all required environmental and/or construction permits shall be provided to the GOVERNMENT prior to execution of work.

iv) GOVERNMENT shall review the bids (or single bid proposal if LESSEE elects to do the work him/herself), and if acceptable the GOVERNMENT shall enter into a Modification of Contract with LESSEE authorizing the project. The GOVERNMENT will retain the right to perform a technical review of any proposed work to be performed or personal property to be provided. A GOVERNMENT representative may oversee the work solely for the benefit of the GOVERNMENT, and such GOVERNMENT representative shall confirm satisfactory completion of the work to the Real Estate Contracting Officer. IN NO CASE SHALL LESSEE BEGIN ANY PROJECT WORK PRIOR TO RECEIVING A FULLY EXECUTED MODIFICATION OF LEASE THEREFOR.

v) A “not to exceed cost ceiling” will be established in the Modification of Contract for the reimbursable project. The Real Estate Contracting Officer may, upon written request, with supporting rationale from the LESSEE, increase the “not to exceed cost ceiling.” Such request for an increase in said amount must be submitted, in writing, prior to incurring any cost in excess of the said amount and sufficiently in advance to provide for GOVERNMENT review of the request and, in any event, not less than ten (10) days prior to the date authorization is required. The LESSEE shall not be obligated to incur costs in excess of the “not to exceed cost ceiling.”

vi) Upon receipt of a fully executed Modification of Contract, LESSEE shall begin work coordinating all details of the work including starting dates and times, and the location of the work with the STATION Point of Contact (POC), listed in this LEASE in Clause 36 (a) (iv) (c).

vii) Upon completion of the work, the LESSEE shall submit to the GOVERNMENT an invoice signed by the LESSEE stating the full amount due for the work performed, together with all supporting documents, all bills of sale; receipts for labor and materials used in connection with the project; and in the event the LESSEE performed the work, an itemized bill for all labor and materials.

viii) The incurred cost of performing such project or service will be subject to GOVERNMENT audit and should such audited allowable cost be less than the “not to exceed cost ceiling” amount authorized, then the amount of reimbursement or credit towards rent reduction to LESSEE shall be the audited, allowable incurred cost.

ix) The GOVERNMENT shall inspect the work for adherence to specifications and quality of workmanship, and will review the receipts and bills of sale for adherence to the previously approved bid estimates. The Real Estate Contracting Officer must provide a written final acceptance of the work performed in order for LESSEE to obtain rent reduction credit for the work performance, or reimbursement for actual costs. If the project is acceptable, the Real Estate Contracting Officer will make arrangements for appropriate rental credit or reimbursement to the LESSEE in accordance with applicable provisions of this LEASE.

x) Any bills of sale, purchase receipts, written warranty agreements and other indicia or documents of ownership shall be provided to the GOVERNMENT upon its acceptance of the improvement or personal property. Written warranties shall include but not be limited to a warranty that work performed conforms to the contract requirements and is free of any defect in equipment, material or design furnished or workmanship performed, and that the LESSEE or LESSEE's contractor will remedy any failure to conform or any defect. Additionally, warranty shall provide that LESSEE or LESSEE's contractor shall remedy any damage to GOVERNMENT owned or controlled real or personal property when that damage results from either contractor failure to conform to contract requirements or any defect of equipment, material, workmanship or design furnished. All warranties shall name the GOVERNMENT as an additional beneficiary. LESSEE shall enforce all warranties for the benefit of the GOVERNMENT, if directed to do so by the GOVERNMENT.

xi) Upon termination of this LEASE pursuant to Clauses Fourteen (14) and Fifteen (15), hereof, a final accounting will be performed and the balance of any rent accrued and payable to the GOVERNMENT will be due on demand. Notwithstanding termination, the GOVERNMENT reserves the right to have a final accounting at any time during the course of the LEASE, and to request that the value of any rent accrued up to that date and not already contractually obligated to any specific project or service to be performed, be paid to the GOVERNMENT on demand. Upon termination, at the GOVERNMENT'S option, LESSEE shall complete any work or service already contracted for, or if otherwise directed by GOVERNMENT, cease all project work, terminate any contract(s) for such work, and pay all accrued rent.

xii) All improvements constructed or installed under this clause are the property of the GOVERNMENT and shall remain in place and intact upon the expiration or earlier termination of this LEASE. Should the LESSEE fail to perform such work (either him/herself or via a contract), the GOVERNMENT may arrange for the work to be completed and LESSEE shall be required to reimburse the GOVERNMENT for costs incurred.

10) **GENERAL MAINTENANCE OBLIGATION**: LESSEE, at its sole cost and expense, shall so protect, preserve, maintain and repair the LEASED PROPERTY, that the same will at all times be kept in at least as good condition as when received, less ordinary wear and tear and/or loss or damage for which LESSEE is not specifically liable hereunder.

11) **RISK OF LOSS-INSURANCE**:

a) LESSEE shall bear all risk of loss of or damage to the LEASED PROPERTY arising from any cause whatsoever, with or without fault by LESSEE; Provided, however, that LESSEE's liability for any loss or damage resulting from risks expressly required to be insured against under the LEASE shall not exceed the amount of insurance so required or the amount actually procured and maintained, whichever shall be the greater: Provided, further, that maintenance of the required insurance shall effect no limitation on LESSEE's liability with respect to any loss or damage resulting from the willful misconduct, lack of good faith, or negligence of LESSEE or any of its officers, agents, servants, employees, subtenants, licensees, and/or invitees.

b) LESSEE shall procure and maintain, at its own expense, insurance on the LEASED PROPERTY in such initial amounts and types as may exceed, but shall not be less than,

the minimum amounts and types specified in Clause 8 hereof. However, LESSEE shall provide, maintain, change or discontinue such insurance as the RECO may from time to time require and direct; Provided, LESSEE's liability for loss of or damage to the LEASED PROPERTY is modified accordingly; Provided, further, that if any insurance requirement is so changed an equitable adjustment shall be made in the amount of the Rent or Maximum Amount to be Expended specified in Clause 3 or 9 hereof so as to reflect any resultant savings or increased cost to LESSEE.

c) All insurance which this LEASE requires LESSEE to carry on the LEASED PROPERTY shall be in such form, for such amounts, for such periods of time and with such insurers as the GOVERNMENT may from time to time require or approve. Each policy of insurance shall contain a provision for thirty (30) days written notice to the Real Estate Contracting Officer prior to the making of any material change in or the cancellation of the policy. LESSEE shall deliver promptly to the Real Estate Contracting Officer an original insurance policy or a certified copy of each policy of insurance required by this LEASE, and LESSEE shall also deliver to the Real Estate Contracting Officer, no later than thirty (30) days prior to the expiration of any such policy, a certificate of insurance or a certified copy of each renewal policy covering the same risks. All insurance required or carried by LESSEE on any of the LEASED PROPERTY shall be for the protection of the GOVERNMENT and LESSEE against their respective risks and liabilities in connection with the LEASED PROPERTY. Each policy of insurance shall name both LESSEE and the United States of America (Department of the Navy) as the insured, and each policy of insurance against loss of or damage to the LEASED PROPERTY shall contain a loss payable clause reading as follows:

(1) "Loss, if any, under this policy shall be adjusted with (name of LESSEE) and the proceeds, at the election of the GOVERNMENT, shall be payable to (name of LESSEE); any proceeds not paid to (name of LESSEE) shall be payable to the **Treasurer of the United States.**

d) In the event that any item or part of the LEASED PROPERTY shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed by LESSEE under Clause 11(a) of this LEASE, LESSEE shall promptly give notice thereof to the Real Estate Contracting Officer and, to the extent of its liability as provided in Clause 11(a) of this LEASE thereof, shall, upon demand, either compensate the GOVERNMENT for such loss or damage, or rebuild, replace or repair the item or items of the LEASED PROPERTY so lost or damaged, as the GOVERNMENT may elect. In the event that the GOVERNMENT shall direct LESSEE to effect any repair, rebuilding or replacement which the LESSEE is required to effect pursuant to this Clause, the GOVERNMENT shall direct the payment to LESSEE of so much of the proceeds of any insurance carried by LESSEE and made available to the GOVERNMENT on account of loss of or damage to any item or part of the LEASED PROPERTY as may be necessary to enable LESSEE to effect such repair, rebuilding or replacement. In the event the GOVERNMENT shall elect not to require LESSEE to repair, rebuild or replace any item or part of the LEASED PROPERTY lost or damaged, LESSEE shall promptly pay to the GOVERNMENT out of any insurance proceeds collected by LESSEE such portion thereof as may be allocable to loss of or damage to the LEASED PROPERTY. When compliance with a GOVERNMENT request to effect any repair, rebuilding or replacement of any lost or damaged item or part of the LEASED PROPERTY would involve the incurring of costs in excess of LESSEE's liability for such loss or damage under this Clause, LESSEE shall be under no obligation to effect same until after a satisfactory agreement has been reached between the GOVERNMENT

and LESSEE with regard to GOVERNMENT reimbursement of such excess of costs to LESSEE.

12) **REPRESENTATIONS**: LESSEE has examined, knows and accepts the condition and state of repair of the LEASED PROPERTY and the STATION of which it forms a part, and acknowledges that the GOVERNMENT has made no representation concerning such condition and state of repair, nor has the GOVERNMENT made any agreement or promise to alter, improve, adapt, repair or keep in repair the same, or any item thereof or thereupon, which has not been fully set forth in this LEASE, which contains all the agreements made and entered into between the LESSEE and the GOVERNMENT.

13) **SUBJECTION TO EXISTING AND FUTURE EASEMENTS AND RIGHTS OF WAY**: This LEASE is subject to all outstanding easements and rights of way over, across, in and upon the LEASED PROPERTY, or any portion thereof, and to the right of the GOVERNMENT to grant such additional easements and/or rights of way over, across, in and upon the LEASED PROPERTY as the GOVERNMENT shall determine to be in the public interest; Provided, that any such additional easement or right of way shall be conditioned on the assumption by the Grantee thereof of liability to LESSEE for such damages as LESSEE shall suffer for property destroyed or property rendered unusable on account of Grantee's exercise of its rights thereunder. There is hereby reserved to the holders of such easements and rights of way as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair, or replacement of facilities located thereon, and to any Federal, State or local official engaged in the official inspection thereof such reasonable rights of ingress and egress over the LEASED PROPERTY as shall be necessary for the performance of their duties with regard to such facilities.

14) **TERMINATION BY GOVERNMENT**:

a) The GOVERNMENT shall have the right to terminate this LEASE, at any time, without prior notice, and regardless of any lack of breach by LESSEE of any of the terms and conditions of this LEASE. In the event of termination for any reason not involving a breach by LESSEE of the terms and conditions of the LEASE, the GOVERNMENT shall make an equitable adjustment of any advance rentals paid by the LESSEE hereunder. If the GOVERNMENT's use of the LEASED PROPERTY does not require immediate possession thereof, LESSEE shall be permitted, within such time as the Real Estate Contracting Officer shall prescribe to harvest, gather and remove from the LEASED PROPERTY such crops as can be so harvested and removed. However, if the GOVERNMENT'S requirements necessitate immediate repossession of the LEASED PROPERTY, LESSEE shall be precluded from such harvesting and removal of any growing or matured crops. LESSEE hereby specifically releases, remises, and forever discharges the GOVERNMENT from any and all liability or claims of loss or damage of any nature arising out of such termination and repossession, including, but not limited to destruction of, diminution in value of, or inability to harvest any growing crops, and/or death or diminution of value of any livestock of LESSEE.

b) In the event that the GOVERNMENT shall elect to terminate this LEASE on account of the breach by LESSEE of any of the terms and/or conditions of this LEASE, no adjustment in advance rentals paid by LESSEE shall be made, and the GOVERNMENT shall be entitled to recover and LESSEE shall pay to the GOVERNMENT:

(1) The costs incurred in resuming possession of the LEASED PROPERTY.

(2) The costs incurred in performing any obligation on the part of LESSEE to be performed hereunder.

(3) An amount equal to the aggregate of all rents, Long Term Maintenance Obligation and charges assumed hereunder and not theretofore paid or satisfied, less the net rentals, if any, collected by the GOVERNMENT on the reletting of the LEASED PROPERTY, which amounts shall be due and payable at the time when such rents, obligations and charges would have accrued or become due and payable under this LEASE.

15) **TERMINATION BY LESSEE**:

a) LESSEE shall have the right to terminate this LEASE upon two-hundred seventy (270) days written notice to the Real Estate Contracting Officer in the event of damage to or destruction of all of the improvements on the LEASED PROPERTY or such a substantial portion thereof as to render the LEASED PROPERTY incapable of use for the purposes for which it is leased hereunder; provided:

(1) the Real Estate Contracting Officer either has not authorized or directed the repair, rebuilding or replacement of the improvements or has made no provision for payment for such repair, rebuilding or replacement by application of insurance proceeds or otherwise, and

(2) that such damage or destruction was not occasioned by the fault or negligence of LESSEE or any of its officers, agents, servants, employees, subtenants, licensees and/or invitees, or by any failure or refusal on the part of LESSEE to fully perform its obligations under this LEASE.

b) The LESSEE has the right to terminate this LEASE at the end of the first year (ie. August 31, 2016), or at the end of any succeeding year of the LEASE term (e.g., August 31, 2017, August 31, 2018, etc.), by providing the GOVERNMENT written notice at least 270 days in advance of the end of the LEASE term.

16) **SURRENDER**: Upon the expiration of this LEASE or its prior termination, LESSEE shall quietly and peacefully remove itself and all of its property from the LEASED PROPERTY and surrender the possession thereof to the GOVERNMENT; Provided, in the event the GOVERNMENT shall terminate this LEASE upon less than thirty (30) days notice, LESSEE shall be allowed a reasonable period of time, as determined by the Real Estate Contracting Officer, but in no event to exceed thirty (30) days from receipt of notice of termination, in which to remove all of its property from and terminate its operations on the LEASED PROPERTY. During such period prior to surrender, all obligations assumed by LESSEE under this LEASE shall remain in full force and effect; Provided, however, that if the Real Estate Contracting Officer shall, in his/her sole discretion, determine that such action is equitable under the circumstances, he/she may suspend, in whole or in part, any further accruals of Rent or Maximum Amount to be Expended between the date of termination of the LEASE and the date of final surrender of the LEASED PROPERTY.

17) **RESTORATION OF LEASED PROPERTY**: Before the expiration of the LEASE or any

extension thereof, or prior to surrender of the LEASED PROPERTY if the LEASE has been terminated prior to LEASE expiration (subject to Clause 18 (a) of the LEASE), LESSEE shall restore the LEASED PROPERTY and each item thereof or thereupon to the condition in which it was first received and used by LESSEE, or to such improved condition as may have resulted from any improvement made therein by the GOVERNMENT or by LESSEE, subject however, to ordinary wear and tear and loss or damage for which LESSEE is not expressly liable hereunder; Provided, in the event the GOVERNMENT shall terminate this LEASE upon less than thirty (30) days notice LESSEE shall have thirty (30) days from receipt of notice of termination to accomplish such restoration.

18) **INSTALLATIONS, ALTERATIONS AND REMOVALS**:

a) During the term of this LEASE, or any extension thereof, LESSEE shall have the right, at its own expense, to install such of its own machinery and equipment, to make such minor improvements and additions and to attach such removable fixtures in or upon the LEASED PROPERTY as may be necessary for its use of the LEASED PROPERTY pursuant to this LEASE, and to remove all improvements and additions LESSEE has placed upon the LEASED PROPERTY at any time prior to the expiration or termination of this LEASE or any extension thereof; Provided, that in the event of termination by the Government upon less than thirty (30) days notice LESSEE may remove all improvements and additions LESSEE has placed upon the LEASED PROPERTY within thirty (30) days from the receipt of notice of termination. All property not so removed shall be deemed abandoned by LESSEE and may be used or disposed of by the Government in any manner whatsoever without any liability to account to LESSEE therefore, but such abandonment shall in no way reduce any obligation of LESSEE for restoration under Clause 17 of this Lease.

b) It is expressly agreed and understood that LESSEE will make no substantial alterations, additions or betterments to or installations upon the LEASED PROPERTY without the prior WRITTEN APPROVAL of the Real Estate Contracting Officer, and then only subject to the terms and conditions of such approval which may include an obligation of removal and restoration upon the expiration or termination of this LEASE. Except insofar as said terms and conditions may expressly provide otherwise, all such alterations, additions, betterments and installations made by LESSEE shall become the property of the GOVERNMENT when annexed or affixed to the LEASED PROPERTY or any part thereof.

19) **INDEMNIFICATION BY LESSEE GOVERNMENT NON-LIABILITY**: LESSEE covenants that it will indemnify and save and hold harmless the GOVERNMENT, its officers, agents, assignees, licensees and employees for and from any and all liability or claims for loss of or damage to any property owned by or in the custody of LESSEE, its officers, agents, servants, employees, subtenants, licensees, or invitees, or for the death of or injury to any of the same which may arise out of or be attributable to the condition, state of repair or LESSEE's use and occupancy of the LEASED PROPERTY, or the furnishing of any utilities or services, or any interruption therein or failure thereof, whether or not the same shall be occasioned by the negligence or lack of diligence of LESSEE, its officers, agents, servants or employees.

20) **UTILITIES AND SERVICES**: In the event that the GOVERNMENT shall furnish LESSEE with any utilities and/or services maintained by the GOVERNMENT which LESSEE may require in connection with its use of the LEASED PROPERTY, LESSEE shall pay the GOVERNMENT the charges therefore in addition to the cash rent (and any other charges/payments) required under this LEASE. Such charges payable solely by the LESSEE may also include municipal

storm water service/management fees if such fees are asserted by a local government and are determined by Government to be legally due. Such charges for utilities and services, and the method of payment thereof shall be determined by the appropriate supplier of such service, in accordance with applicable laws and regulations, on such basis as the appropriate supplier of such service may establish which may include a requirement for the installation of adequate connecting and metering equipment at the sole cost and expense of LESSEE. It is expressly agreed and understood that the GOVERNMENT in no way warrants the continued maintenance or adequacy of any utilities and/or services furnished to the LESSEE. It is also expressly agreed and understood that the GOVERNMENT does not hereby guarantee that it will provide any specific utilities and/or services to the LESSEE.

21) **LIENS**: LESSEE shall promptly discharge or cause to be discharged any valid lien, right in rem, claim or demand of any kind, except one in favor of the GOVERNMENT, which at any time may arise or exist with respect to the LEASED PROPERTY or materials or equipment furnished therefore, or any part thereof, and if the same shall not be promptly discharged by LESSEE, the GOVERNMENT may discharge, or cause to be discharged, the same at the expense of LESSEE.

22) **ACCESS**: The GOVERNMENT shall have access to the LEASED PROPERTY at all reasonable times for any purposes not inconsistent with the quiet use and enjoyment thereof by LESSEE, including, but not limited to, the purpose of inspection.

23) **STATE AND LOCAL TAXES**: In the event that as a result of any future Act of Congress, subjecting GOVERNMENT-owned property to taxation, any taxes, assessments or similar charges are imposed by State or local authorities upon the LEASED PROPERTY (other than upon LESSEE's possessory interest therein), LESSEE shall pay the same when due and payable and this LEASE shall be renegotiated so as to accomplish an equitable reduction in the amount of the Rent of Maximum Amount to be Expended specified in Clause 3 hereof, which reduction shall in no event exceed the amount of such taxes, assessments, or similar charges; Provided, in event the parties hereto are unable to agree within ninety (90) days from the date of the imposition of such taxes, assessments, or similar charges, upon a rental which in the opinion of the Real Estate Contracting Officer constitutes a reasonable return to the GOVERNMENT on the LEASED PROPERTY, the Real Estate Contracting Officer shall have the right to determine the amount of the rental, which determination shall be unilaterally binding on LESSEE, subject to the LESSEE's appeal of such determination, which shall be treated as a dispute in accordance with the provisions of Clause 24 hereof.

24) **DISPUTES CLAUSE (July 2002)**:

a) This LEASE is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. § 601-613), the "Act."

b) Except as provided in the Act, all disputes arising under or relating to this LEASE shall be resolved under this clause.

c) "Claim," as used in this clause, means a written demand or written assertion by LESSEE or the GOVERNMENT, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of LEASE terms, or other relief arising under or relating to this LEASE. 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. A voucher, invoice, or other routine request for payment that is not in dispute when

submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d)

i) A claim by the LESSEE shall be made in writing and, unless otherwise stated in this LEASE, submitted within 6 years after accrual of the claim to the Real Estate Contracting Officer, Naval Facilities Engineering Command, Southwest for a written decision. A claim by the GOVERNMENT against the LESSEE shall be subject to a written decision by the Real Estate Contracting Officer, Naval Facilities Engineering Command, Southwest.

ii)

(a) The LESSEE shall provide the certification specified in paragraph (24)(d)(ii)(c)of this clause when submitting any claim exceeding $100,000.

(b) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(c) The certification shall state as follows:

"I certify that the claim is made in good faith; that the supporting data is accurate and complete to the best of LESSEE's knowledge and belief; that the amount requested accurately reflects the LEASE adjustment for which the LESSEE believes the GOVERNMENT is liable; and that I am duly authorized to certify the claim on behalf of the LESSEE."

iii) The certification may be executed by any person duly authorized to bind the LESSEE with respect to the claim.

e) For LESSEE claims of $100,000 or less, the Real Estate Contracting Officer, Naval Facilities Engineering Command, Southwest must, if requested in writing by the LESSEE, render a decision within 60 days of the request. For LESSEE-certified claims over $100,000, the Real Estate Contracting Officer, Naval Facilities Engineering Command, Southwest must, within 60 days, decide the claim or notify the LESSEE of the date by which the decision will be made.

f) The Real Estate Contracting Officer's, Naval Facilities Engineering Command, Southwest decision shall be final unless the LESSEE appeals or files a suit as provided in the Act.

g) If the claim by the LESSEE is submitted to the Real Estate Contracting Officer, Naval Facilities Engineering Command, Southwest or a claim by the GOVERNMENT is presented to the LESSEE, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the LESSEE refuses an offer for ADR, the LESSEE shall inform the Real Estate Contracting Officer, Naval Facilities Engineering Command, Southwest, in writing, of the LESSEE's specific reasons for rejecting the offer.

h) The GOVERNMENT shall pay interest on the amount found due and unpaid from

(i) The date that the Real Estate Contracting Officer, Naval Facilities Engineering Command, Southwest receives the claim (certified, if required); or

(ii) The date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Real Estate Contracting Officer, Naval Facilities Engineering Command, Southwest initially receives the claim. 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 Real Estate Contracting Officer, Naval Facilities Engineering Command, Southwest 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.

i) The LESSEE shall proceed diligently with performance of this LEASE, pending final resolution of any request for relief, claim, appeal, or action arising under the LEASE, and comply with any decision of the Real Estate Contracting Officer, Naval Facilities Engineering Command, Southwest.

25) **COVENANT AGAINST CONTINGENT FEES**: LESSEE warrants that no person or 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 bona fide established commercial agencies maintained by LESSEE for the purpose of securing business. For breach or violation of this warranty, the GOVERNMENT shall have the right to annul this LEASE without liability or in its discretion to require LESSEE to pay, in addition to the rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

26) **OFFICIALS NOT TO BENEFIT**: No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this LEASE, or to any benefit to arise therefore, but this provision shall not be construed to extend to this LEASE if made with a corporation for its general benefit.

27) **FAILURE OF GOVERNMENT TO INSIST ON COMPLIANCE**: The failure of the GOVERNMENT 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 GOVERNMENT's right to the future performance of any such terms, covenants or conditions and LESSEE's obligations in respect to such future performance shall continue in full force and effect.

28) **ASSIGNMENT OR SUBLETTING**:

a) The LESSEE is not permitted under any circumstances to make any assignment of this LEASE, or of any interest therein, or make any assignment of any property on the LEASED PROPERTY.

b) The LESSEE shall not sublet the LEASED PROPERTY or any part thereof, or any property thereon, nor grant any interest, privilege, or license whatsoever in connection with this LEASE without the prior written consent of the GOVERNMENT.

c) The LESSEE shall submit requests for a sublease in writing within 180 days prior to the

anniversary date of the LEASE. Only requests for subleases of the entire parcel will be considered. Requests for a sublease within the first year of the LEASE shall not be allowed. Requests for a sublease shall include an adequate reason and justification for the requested sublease and shall include payment of a Real Estate Processing Fee in the approximate amount of $1,500.00. Requests for a sublease shall include a copy of the proposed sublease agreement, and the proposed sublease agreement must provide that all the terms of the original LEASE expressly apply to the sublease agreement. If the request for a sublease is denied, the Real Estate Processing Fee will be returned, without interest, as soon as practicable.

29) **LABOR PROVISION - EQUAL OPPORTUNITY**:

a) During the term of this LEASE the LESSEE agrees as follows:

i) The LESSEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The LESSEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. The LESSEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the GOVERNMENT setting forth the provisions of this nondiscrimination clause.

ii) The LESSEE will, in all solicitations or advertisements for employees placed by or on behalf of the LESSEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

iii) The LESSEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the GOVERNMENT, advising the labor union or worker's representative of the LESSEE's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv) The LESSEE will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and with the rules, regulations, and orders of the Secretary of Labor.

v) The LESSEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the GOVERNMENT (including but not limited to the Secretary of Labor), for purposes of investigating to ascertain compliance with such rules, regulations, and orders.

vi) In the event of the LESSEE's noncompliance with the Equal Opportunity clause of this LEASE or with any of the above-referenced rules, regulations, or orders, this LEASE may be canceled, terminated or suspended in whole or in part and the LESSEE may be declared ineligible for further GOVERNMENT contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii) The LESSEE will include the provisions of Clauses 29 (a) (i) through 29 (a) (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each SUBLESSEE or vendor. The LESSEE will take such action with respect to any SUBLESSEE or purchase order as the GOVERNMENT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the LESSEE becomes involved in, or is threatened with, litigation with SUBLESSEE or vendor as a result of such direction by the GOVERNMENT, the LESSEE may request the United States to enter into such litigation to protect the interests of the United States. However, the GOVERNMENT makes no guarantee as to whether the GOVERNMENT will enter into or participate in any such litigation.

b) Convict Labor. In connection with the performance of work required by this LEASE, LESSEE agrees not to employ any person undergoing a sentence of imprisonment at hard labor.

c) Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701, et. seq.). This LEASE, to the extent that it is a contract of a character specified in the Contract Work Hours and Safety Standards Act and is not covered by the Walsh-Healy Public Contracts Act (41 U.S.C. § 35 et. seq.), is subject to the following provisions and exceptions of said Contract Work Hours Standards Act and to all other provisions and exceptions of said law:

(1) The LESSEE shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this contract to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay," as used in this clause, shall be the amount paid per hour, exclusive of the LESSEE's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination, whichever is greater.

(2) In the event of any violation of the provisions of Clause 29(c)(1) above, the LESSEE shall be liable to any affected employee for any amounts due, and to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of Clause 29(c)(1) above in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by Clause 29(c)(1) above.

30) **GOVERNMENT RULES AND REGULATIONS**: LESSEE shall comply with such rules and regulations regarding STATION security, ingress, egress, safety and sanitation as may be prescribed, from time to time, by the Real Estate Contracting Officer or by the Commanding Officer of the STATION. Such rules and regulations are subject to change at any time.

    Costs related to any means of access to the STATION, are not reimbursable. Any time invested, or price(s) paid, for obtaining access credentials will not be compensated in any way or approved as a direct cost of any lease with the Department of the Navy.

31) **NOTICES**: No notice, order, direction, determination, requirement, consent, or approval under this LEASE (including but not limited to all attachments, exhibits and addenda thereto) shall be of any effect unless in writing. All notices required under this LEASE shall be addressed to LESSEE, or to the Real Estate Contracting Officer, as may be appropriate, at the addresses thereof specified in this LEASE or at such other addresses as may from time to time be agreed upon by the parties hereto. Note that specific provisions of this LEASE and attachments, exhibits and/or addenda thereto may indicate that the LESSEE shall provide notice to a representative of the GOVERNMENT other than the Real Estate Contracting Officer (e.g., the Public Works Officer). In such cases, LESSEE should provide the notice to the individual specified in the particular provision.

32) **INTEREST**: Notwithstanding any other provision of this LEASE, unless paid within thirty (30) days, all amounts that become payable by the LESSEE to the GOVERNMENT under this LEASE (net of any applicable tax credit under the Internal Revenue Code) shall bear interest from the date until paid and shall be subject to adjustments as provided by Part 6 of Appendix E of the Armed Services Procurement Regulation, as in effect on the date of this LEASE. The interest rate per annum shall be the interest rate in effect which has been established by the Secretary of the Treasury pursuant to Public Law 92-41; 85 STAT 97 for the Renegotiation Board, as of the date the amount becomes due as herein provided. Amounts shall be due upon the earliest one of (i) the date fixed pursuant to this LEASE; (ii) the date of the first written demand for payment, consistent with this LEASE, including demand consequent upon default termination; (iii) the date of transmittal by the GOVERNMENT to the LESSEE of a proposed supplemental agreement to confirm completed negotiations fixing the amount; or (iv) if this LEASE provides for revision of prices, the date of written notice to the LESSEE stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by LEASE amendment.

33) **ADMINISTRATION**: Any Real Estate Contracting Officer under the direction of the Commanding Officer, Naval Facilities Engineering Command Southwest, shall have complete charge of the administration of this LEASE, and shall exercise full supervision and general direction thereof insofar as the interests of the GOVERNMENT are affected.

34) **ENVIRONMENTAL PROVISIONS**: The following definitions shall apply to this LEASE:

    a) "Hazardous Material" means any substance:

        i) the presence of which requires investigation or remediation under any applicable federal, state or local statute, regulation, ordinance, order, action, policy or common law; or

        ii) which is or becomes defined as a "hazardous waste," or hazardous substance," pollutant or contaminant pursuant to any federal, state or local statute, regulation,

rule or ordinance now or hereafter in effect, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §§ 9601, et seq.) and/or the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. §§ 6901, et seq.); and/or California Health & Safety Code §§ 25100, et. seq.

iii) which is toxic, reactive, explosive, corrosive, ignitable, flammable, infectious, radioactive, carcinogenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of California or any political subdivision thereof; or

iv) Which contains gasoline, diesel fuel or any other petroleum hydrocarbons, polychlorinated biphenyles (PCBs), asbestos, or urea formaldehyde foam insulation.

b) "Environmental Requirements" mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans or authorizations and similar items of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment and occupational safety and public health and safety, including but not limited to those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, release or threatened releases of Hazardous Materials, chemical substances, pollutants, contaminants or hazardous or toxic substances, materials or wastes.

c) "Environmental Damages" mean all claims, judgments, damages, fines, liabilities, encumbrances, liens, costs and expenses of investigation and defense of any claim, whether or not such claim is defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and consultants' fees, any of which are incurred at any time as a result of (i) the release or threat of release of any hazardous substance, hazardous constituent, hazardous waste, pollutant, or contaminant into the environment; (ii) the existence of Hazardous Materials (A) upon or beneath the Leased Property or (B) migrating or threatening to migrate from the Leased Property, or (iii) a violation of Environmental Requirements pertaining to the Leased Property, and including damages to a person or injury to property or natural resources occurring upon or off of the Leased Property and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements, including but not limited to the performance of any cleanup, remediation, removal, corrective action, response, abatement or monitoring work required by any federal, state or local government agency.

d) Covenants and Requirements:

i) LESSEE and its officers, employees, agents, and contractors shall be solely responsible for obtaining, at no cost to the GOVERNMENT, any and all environmental permits or approvals required for LESSEE's actions with respect to the LEASE, independent of any existing federal, state, and/or local permits held by the Department of the Navy.

ii) LESSEE and its officers, employees, agents, and contractors shall comply with all Environmental Requirements. LESSEE shall be solely responsible for any and all Environmental Damages, including but not limited to fines; penalties; environmental fees or taxes and any interest thereon; enforcement actions instituted in connection with LESSEE's use, or otherwise imputed to LESSEE by law through others' use or occupancy, of the Leased Property; all costs of corrective action or response to include removal or remedial action incurred by the United States not inconsistent with the National Contingency Plan (NCP); any other necessary costs of response incurred by any other person consistent with the NCP; damages for injury to, destruction of, or loss of natural resources, including the reasonable costs of assessing such injury, destruction or loss; and the costs of any health assessment or health effects study carried out under 42 U.S.C. § 9604.

iii) Use, Storage, Treatment and Disposal of Hazardous Materials on LEASED PROPERTY.

(a) The LESSEE shall strictly comply with the Environmental Requirements, including but not limited to all applicable Federal, State, and local laws and regulations governing release reporting, use, storage, management, and disposal of Hazardous Materials on the Leased Property. Except as specifically authorized by the Government in writing, LESSEE must provide at its own expense such Hazardous Materials management complying with all Environmental Requirements. Government hazardous waste management facilities will not be available to Lessee. Nor shall Lessee permit its Hazardous Materials to be commingled with waste of the Department of the Navy. Any violations of the requirements of this condition shall be deemed a material breach of this Lease.

(b) 10 U.S.C. § 2692 prohibits storage, treatment, or disposal of any material that is toxic or hazardous which is not owned either by the Department of Defense or by a member of the armed forces, on a Department of Defense installation unless the Secretary of the Navy grants a waiver for such activity. LESSEE covenants that it shall not store, produce, manufacture, generate, refine, treat, discharge, release, or dispose of upon, about, or beneath the Leased Property any Hazardous Material except as specifically approved by the Secretary of Navy in accordance with 10 U.S.C. § 2692. **This prohibition does not apply to the proper use, temporary accumulation, and associated incidental storage of limited quantities of pesticides, insecticides, herbicides, fungicides, rodenticides, algaecides, and fertilizers, or limited quantities of waste generated therefrom, pursuant to activities authorized under Paragraphs 6.A.7 and 6.A.8 of the attached Soil and Water Conservation Plan. Prior to the use of any such chemicals on the Leased Property, Lessee shall comply with the approval requirements of Section 6.A.7(a) of the Soil and Water Conservation Plan.**

(c) In the event LESSEE desires to engage in an activity prohibited by 10 U.S.C. § 2692 on the LEASED PROPERTY, LESSEE shall notify the GOVERNMENT prior to engaging in such activity, and shall cooperate with the GOVERNMENT in the GOVERNMENT'S efforts to obtain the waiver required by 10 U.S.C. § 2692. In addition, prior to implementing any changes in activities conducted under such waiver, LESSEE shall notify the GOVERNMENT of any such planned changes

and shall cooperate with the GOVERNMENT in obtaining any additional waiver necessitated by the change.

iv) If any Hazardous Material is brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the LEASED PROPERTY or any portion thereof in violation of subsections 2 and 3 above or is in existence in, on or under the LEASED PROPERTY, LESSEE shall, at the direction of the GOVERNMENT or any federal, state or local authority, remove or remediate such Hazardous Material and/or otherwise comply with the Environmental Requirements of such authority.

v) LESSEE releases, remits, and forever discharges the GOVERNMENT, its officers, agents, and employees of and from any and all claims, causes of action, injuries, damages, and demands whatsoever in law or in equity arising out of, or connected with, LESSEE'S use of otherwise imputed to LESSEE by law through others' use or occupancy of the LEASED PROPERTY. LESSEE agrees to indemnify, defend, and hold harmless the United States against all fines, claims, damages, law suits, judgments, and expenses arising out of such use and/or occupancy of the Leased Property and not resulting from the negligence or willful intent or misconduct of GOVERNMENT, its officers, agents, and/or employees.

vi) Any agency of the United States, its officers, agents, employees, and contractors, may enter upon the LEASED PROPERTY, at all reasonable times for any purposes including, but not limited to, purposes of inspection. The GOVERNMENT normally will give the LESSEE twenty-four (24) hours prior notice of its intention to enter the LEASED PROPERTY, unless it determines sooner entry is required for safety, environmental, operations, or security purposes. The LESSEE shall have no claim against the United States or any officer, agent, employee or contractor thereof, on account of any such entries. The GOVERNMENT'S right of inspection shall be without prejudice to the right of duly constituted enforcement officials to make inspections. The right of GOVERNMENT access shall also include the right to conduct any environmental response actions the GOVERNMENT deems necessary.

vii) The LESSEE shall not conduct or permit its sub lessees to conduct, any subsurface excavation, digging, drilling, or other disturbance of the surface without the prior written approval of the GOVERNMENT.

viii) Worker Protection Standard (WPS) for Agricultural Pesticides. The LESSEE shall follow all WPS requirements on pesticide labels including: Personal Protective Equipment (PPE), Application Requirements, and Agricultural Use Requirements – Restricted-Entry Interval (REI), Early-Entry PPE and Non-hand Labor Early-Entry. The U.S. Environmental Protection Agency, or the Arizona Dept. of Agriculture and Pest Protection can provide the LESSEE with additional WPS information.

e. <u>Pollution Prevention and Right-To-Know Information</u> (May 2011)

(i) *Definitions*. As used in this clause—" "Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to Section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management. "Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(ii) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).
(iii) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(a) The emergency planning reporting requirements of Section 302 of EPCRA.
(b) The emergency notice requirements of Section 304 of EPCRA.
(c) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.
(d) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.
(e) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.
(f) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Sections 502 and 503 of Executive Order 13148.

35) **SAFETY AND HEALTH REQUIREMENTS**:

a) LESSEES, employers, and/or business owners shall develop and implement a written safety and health program (SHP) for their employees involved in any agricultural operations under the GOVERNMENT'S agricultural lease program.

b) The program shall be designed to identify, evaluate and control safety and health hazards and provide ways, means and methods to protect employees from potential injury or illness.

c) Subcontractors shall develop and implement their own SHP and shall comply with the requirements of this guidance. If a subcontractor does not have its own SHP, the LESSEE or business owner shall include the subcontractor in his/her written SHP describing the subcontractor and its operation.

d) A site safety and health officer (SSHO) shall be assigned and designated in writing and shall have the following qualifications:

i) A minimum of two (2) years experience in agricultural operations.
ii) A minimum of one (1) year of experience in implementing safety and health programs in an agricultural site.
iii) 10-hour OSHA safety class or equivalent within the last 5 years.
iv) Competent person training as needed.

e) The SHP shall be continuously reviewed throughout the life of the LEASE. At a minimum, the SHP shall be reviewed yearly and amended as necessary, especially when new hazards, not originally identified in the program, are discovered.

f) A copy of the written SHP shall be on site and be made available to any contractor, subcontractor, to employees, OSHA, and any other federal, state and local agency with regulatory authority over the site.

g) Accident/mishap reporting: Any mishap or accident that requires reporting of injuries,

illness, and property damage under OSHA shall be reported to the base's Officer of the Day (OOD) and the STATION POC within 24 hours of the incident. The LESSEE, employer, and/or business owner shall conduct an accident/mishap investigation and provide a copy of the report to the OOD and STATION POC within five (5) calendar days of the incident.

36) **SPECIAL PROVISIONS**:

a) In accordance with Clause 30, Government Rules and Regulations hereof, the following additional requirements are prescribed at this time:

i) Possessory Interest Tax: Where applicable, the leasehold interest in GOVERMENT-owned land may be subject to State and local taxation as a possessory interest in tax exempt real property. The amount of assessment to be charged to the LESSEE is determined by the County Assessor. Such taxes are the sole responsibility and liability of the LESSEE.

ii) LESSEE shall not store on the LEASED PROPERTY any property that is dangerous to public health or safety, without providing adequate safeguards. No property of this type shall be abandoned or destroyed on the LEASED PROPERTY. The GOVERNMENT assumes no liability for damage to the LEASED PROPERTY or for personal injuries sustained as a result of removal or use of the property that is dangerous to public health or safety. Furthermore, the GOVERNMENT shall be held harmless from any and all demands, suits, actions and claims arising from any storage, use or disposal of any property that is dangerous to public health and safety.

iii) The LESSEE shall be available at all times to correct emergency situations with regard to the LEASE. The LESSEE shall provide the STATION POC with emergency telephone numbers where the LESSEE may be contacted during working and non-working hours. The LESSEE shall also provide at least one alternative point of contact (name, address, and phone number) that may act on behalf of the LESSEE in emergency situations. The LESSEE or his alternate(s) shall be available for contact seven days per week, 24 hours per day and should arrive on STATION within two hours after being notified in any way of an emergency.

iv) The LESSEE shall coordinate all activities with the STATION POC or his/her designated representative identified in 36a (iv) (c) below. Points of Contact (POC) are identified below:

(a) Lease Issues

NAVFAC SW Real Estate
Integrated Product Team (IPT) Desert
Naval Facilities Engineering Command Southwest
Redna Fork, Realty Specialist, Code JV10.RF
1220 Pacific Highway
San Diego, California 92132
Telephone (619) 532-2331
Facsimile (619) 532-1242
Email redna.fork@navy.mil

(b) Soil and Water Conservation Plan Issues

Integrated Product Team (IPT) Central
Naval Facilities Engineering Command Southwest
Carol Dahlstrom, Senior Natural Resource Specialist,
Code: RAE20.CD
937 North Harbor Drive
San Diego, California 92132
Telephone: (619) 532-2269
Facsimile (619) 532-4160
Email carol.dahlstrom@navy.mil

(c) Station Point of Contact (STATION POC)

Range Management
Attn: Blake Hash, Soil conservation Tech
MCAS Yuma, AZ
Box 99134
Yuma, AZ 85369-9134
Telephone (928) 269-3115
Facsimile (928) 269-2216
Email blake.hash@usmc.mil

v) Cost Sharing Assistance: Cost sharing assistance may be available to the LESSEE under U. S. Department of Agriculture, Conservation Programs. The LESSEE, however, shall not apply for or accept any federal cost sharing payment for any soil and water conservation practice required by the LEASE that will result in duplicate payment for such practice. Projects completed as partial or entire consideration for the LEASE, or for which reimbursement is made by the Department of the Navy, are not qualified as cost sharing projects under the USDA Conservation Programs. Any LESSEE of the STATION's agricultural or grazing lands who wishes to enter into any U.S. Department of Agriculture Conservation Program contract or agreement shall do so solely at the discretion of and subject to the USDA rules and regulations. The GOVERNMENT, Department of Navy, makes no guarantee to the LESSEE regarding normal crop acreages, allotments for crops, or the status of outleased land as being qualified for USDA programs.

vi) As an active military installation, certain munitions and/or explosives are present on MCAS Yuma. Pursuant to applicable explosives safety regulations, a safety zone is established around explosives storage sites. LESSEE is hereby notified that a portion of the Leased Property is within such a safety zone (commonly referred to as the Explosives Safety Quantity Distance (ESQD) arc). During combat aircraft loading and unloading operations, there will be restrictions on the use of the leased property. Public human activity is limited within such ESQD arcs due to explosive safety concerns. Lessee, employees, contractors, subcontractors and sublessees, if any, shall participate in an explosive safety brief prior to accessing the leased property. Within fifteen (15) calendar days of LEASE execution, LESSEE shall contact the Explosive Safety POC, 928-269-3656, for further information on the safety zone/ESQD arc, and specific restrictions pertaining to the LEASE.

vii) The storage, treatment and disposal of toxic or hazardous material, including pesticides, is not permitted on the Leased Property without a waiver as described in 10 U.S.C. § 2692.

viii) All wind machines on the LEASED PROPERTY should be treated as positive for lead based paint.

ix) Three pesticide compounds were detected on the LEASED PROPERTY to be above the laboratory reporting limit: 4, 4-DDE, Toxaphene and Endrin. However, none of these detected compounds exceeded the industrial risk based concentrations developed by the United States Environmental Protection Agency.

37) **EXECUTION BY LESSEE**:

LESSEE: _____

Names of all corporate officers, directors, and shareholders, partners of partnership, or officers or members of other business entity submitting bid:

_____

_____

_____

_____

_____

Tax Identification #: _____

Address: _____

FedEx Mailing Address (cannot be a PO Box address):

_____

Work: _____

Home: _____

Mobile: _____

Fax: _____

Email: _____

_____ _____
Signature of Lessee Date

_____
Print Name

_____ _____
Title of Lessee Signature of Witness

38) **EXECUTION BY THE GOVERNMENT**:

THE UNITED STATES OF AMERICA
Department of the Navy
Naval Facilities Engineering Command Southwest
Desert IPT Real Estate (Code OPJB1)
1220 Pacific Highway
San Diego, CA 92132

_____ _____
LINDSEY GREEN Date
Real Estate Contracting Officer

39) **NAVY IDENTIFICATION DATA**:

N6247316RP00104, Parcel 4C09

a. **NAME AND ADDRESS OF STATION**:

Marine Corps Air Station, Yuma
Range Management Department
Yuma, Arizona 85369-50000

b. **REAL ESTATE CONTRACTING OFFICER/TITLE AND ADDRESS**:

Real Estate Contracting Officer
Naval Facilities Engineering Command Southwest
1220 Pacific Highway, Bldg 130
San Diego, CA 92132

SOIL AND WATER CONSERVATION PLAN
FOR AGRICULTURAL OUTLEASE
MARINE CORPS AIR STATION, YUMA, ARIZONA
PARCEL 4C09

The LESSEE shall use and apply all conservation measures to the LEASED PROPERTY at Marine Corps Air Station, Yuma, AZ (sometimes referred to as the "STATION"), by following the minimum requirements contained herein as Exhibit "B", Soil and Water Conservation Plan (SWCON) of the LEASE. It is expected the LESSEE will perform other agricultural practices which will increase production of crops and preserve the productivity of the soil.

The LESSEE shall in no manner substantially change the contour or condition of the LEASED PROPERTY without the advance, express written authority of the Real Estate Contracting Officer (RECO), and with the concurrence of the STATION. No changes regarding the leased use described herein or any other activity which will affect the natural resources on the LEASED PROPERTY will be made without the advance written approval from Naval Facilities Engineering Command Southwest (the "GOVERNMENT"), by the Real Estate Contracting Officer, with the concurrence of the STATION.

1. DESCRIPTION. The LEASED PROPERTY is located at the Marine Corps Air Station (MCAS), Yuma, in Yuma County, Arizona. LESSEE's access to the LEASED PROPERTY is via Avenue 2E and County Road 13 (Exhibit "A," Map 1 and 2).

Parcel 4C09 consists of approximately 29.5 acres, in 3 fields (including maintenance areas, ditches, and/or access roads). Approximately 27.5 acres is farmable. **On a reimbursable basis, the lessee shall completely convert the parcel from citrus trees to alfalfa, sudan, Bermuda grass or another non-seed crop within the first five months (September – January) of the lease term. Additionally, the lease has two wind turbines located on the parcel. On a reimbursable basis, the Lessee shall remove and properly dispose of all wind turbines and associated concrete pads off government property within the first five months of the lease term within the first five months (September – January).**. The remaining 2.0 acres consists of maintenance areas, ditches or access roads.

2. USE. The primary use of the STATION is for military activities. The agricultural lease operation is secondary and subject to the military requirements for the land.

The LEASED PROPERTY shall be utilized for growing alfalfa, sudan, burmuda grass or another non-seed crop. **The lessee shall completely remove all citrus trees and roots, on a non-reimbursable basis.** Cost sharing assistance may be available to the LESSEE under the U.S. Department of Agriculture Conservation Program. The LESSEE; however, shall not apply for or accept any federal cost sharing payment for any soil and water conservation practice required by the Lease that will result in duplicate payment for such practice. Projects completed as partial consideration for the Lease are qualified as cost shareable projects under the Agricultural Conservation Program.

3. IRRIGATION WATER AVAILABILITY.

A. Water. The LEASED PROPERTY is located in the Yuma Mesa Irrigation and Drainage District (YMIDD). The water rights associated with the LEASED PROPERTY are owned by the STATION. In addition to the rent specified in Clause 3 of this LEASE, the LESSEE shall pay directly to the STATION an additional sum equal to the charges for the "basic amount" of water used on the LEASED PROPERTY. "Basic Amount" means the maximum amount of water as set by District regulations that a District water user is entitled to receive from the District without incurring excess water charges. The water rate shall be the same as that charged by YMIDD. Any additional water used during the year, over the basic amount allotted shall be charged at the higher rate imposed by YMIDD. Any charges for water in excess of the basic amount allotted shall be paid directly to YMIDD. The water payment for the basic amount shall be made payable to the STATION and shall be sent to the Comptroller, MCAS Yuma, Box 99107, Yuma AZ 85369-9107. Ms. Lupe Campbell is the Comptroller Point of Contact and can be reached at (928) 269-3170. Water bills from STATION will be sent to the LESSEE on or around November 1 and May 1 of each year. **Water Payments are due and shall be received by the STATION within 30 days of receipt of invoice**.

B. Scheduling. Scheduling of water delivery is through the YMIDD. The GOVERNMENT makes no guarantee, implied or otherwise, regarding the quality, quantity, or availability of water from YMIDD or their cooperation in providing water to the LEASED PROPERTY. It is the LESSEE's sole responsibility to make all arrangements for obtaining, developing and delivering irrigation water and to pay any and all non-water costs, charges and fees imposed by YMIDD. The LESSEE shall also comply with all YMIDD terms, conditions, policies and procedures, specifically including, but not limited to, water conservation measures, associated therewith. The YMIDD may be reached at (928) 726-4353, 14329 S. 4th Ave., Yuma, AZ 85365. Water allocation and delivery arrangements should be made by the LESSEE prior to the execution of the LEASE.

4. SOILS. Soils are mapped as Superstition Sand (Appendix "A"), a deep, excessively drained old terrace soil of the Colorado River. Typical plants of this rangeland include creosote bush and sand verbena. Irrigated areas may be used typically for citrus, alfalfa, or vegetables. Permeability is rapid, and the potential rooting depth is 60 inches or more. This soil requires careful irrigation and fertilizer management, including the use of micronutrients. Available water capacity is low to moderate, surface runoff is very slow and the hazard of wind erosion is high. See Appendix "B" for additional information regarding Superstition Sand.

5. CLIMATE. The climate at the STATION is typical for the Sonoran Desert. Summers are long and hot with afternoon temperatures exceeding 100 degrees Fahrenheit from June through September. Winters are characterized by mild days and cool evenings. Winds are generally mild, the average velocity varying from 6 to 10 mph. Wind directions are generally NNE during January and February, WNW from March to June, WSW from July to September, and N from October to December. The average rainfall is 3.44 inches.

6. CONSERVATION WORK. Conservation practices are intended to provide for the multiple use of the STATION for military purposes as well as for security, agricultural production, wildlife management, and soil and water conservation, so as to assure the continued productivity of the land while permitting economic returns to the LESSEE. The GOVERNMENT intends that the

land be used in accordance with these current multiple purposes. Protection of the STATION's resources from deterioration by erosion, wildfire, noxious weeds, rodents, pest infestations, and/or other detriments is considered part of the sound management to be carried out by the LESSEE. The LESSEE is thus required to adhere to the following non-reimbursable work. See Appendix "C" for an outline of the non-reimbursable described below and the correlating submittal requirements. These conservation measures provide for the long term productivity of the LEASED PROPERTY, while protecting the STATION's natural resources and permitting a reasonable economic return to the LESSEE. The GOVERNMENT reserves the right for entities/persons other than the parties to this LEASE to conduct conservation programs on the LEASED PROPERTY.

A. NON-REIMBURSABLE WORK:

1) PRODUCTION SCHEDULE. The LESSEE shall plan and implement his planting and harvesting schedule so that all crops are harvested and removed from the LEASED PROPERTY by termination date of the final lease year. The GOVERNMENT does not guarantee an extension of the lease term for the purpose of harvesting crops.

2) HUNTING PROGRAM. A hunting program may be established by the STATION. It is common practice for hunting to occur in agricultural fields and adjacent fallow areas during certain seasons. All hunting access will require a permit from the Station Range Management Department. Each year prior to the hunting season, the LESSEE and Station Point of Contact (STATION POC) shall meet and identify appropriate hunting areas and timing. All hunters will be prohibited from hunting when anyone is working in the area where they are permitted to hunt. If the hunter encounters individuals on their "hunt" day, they will be directed to contact the STATION POC to reschedule access. Hunters will not be allowed to shoot into the trees.

3) IRRIGATION SYSTEM. The LESSEE shall maintain, at LESSEE's sole cost and expense, all gates, valves, and risers in as watertight condition as possible in relation to the condition of the existing irrigation infrastructure, so as to prevent unwanted water leakage and ponding. The LESSEE shall repair, at LESSEE's sole cost and expense, all damage to underground or aboveground LEASED PROPERTY that may result from any activities related to the LEASE. The LESSEE shall, at the LESSEE's sole cost and expense, maintain the GOVERNMENT-owned irrigation system in complete repair and full operational condition, throughout the entire lease term. The LESSEE will not be allowed to make any modifications, additions or deletions in or to the GOVERNMENT-owned irrigation system without prior written approval from the Real Estate Contracting Officer.

a) DITCH MAINTENANCE. LESSEE shall maintain all irrigation ditches essentially free of weeds, silt and debris, at LESSEE's sole cost and expense. Dredging of any irrigation ditches shall first be approved by the STATION POC. The LESSEE shall, at LESSEE's sole cost and expense, immediately repair all leaking irrigation ditches, so as to prevent soil erosion, water loss, and continuing erosion of ditches.

4) IRRIGATION MANAGEMENT.

a) WATER MANAGEMENT. Borders shall be constructed as needed for an efficient distribution of irrigation water. The LESSEE is liable for any damage to STATION facilities and improvements, if such damage results from improper water management. In all instances, water will be applied by the LESSEE in quantities and at frequencies that will meet the needs of the crops grown on the particular soil type, and which will provide for proper water penetration without erosion. Water should be run at the highest non-erosive rate possible to reach the end of the run in approximately one quarter of the total irrigation time, and water shall then be cut back to the infiltration rate of the soil, so as to keep the amount of tailwater at a minimum.

b) CROP WATERING. The LESSEE may request assistance from the Yuma Field Office of the Natural Resources Conservation Service (NRCS) or the Bureau of Reclamation for on site irrigation management advice and design. The STATION shall approve installation of any new design, including a drip irrigation system. At no time shall soil water content be depleted to the point of crop wilting.

c) WATER AUDIT. The LESSEE shall request that the Bureau of Reclamation, Water Management Specialist (Charles McCaughey, 928-343-8365), conduct an on-site irrigation water audit at some time during the 1st and every 4th year of the lease term. **The results of the audits shall be provided to the STATION POC no later than June 1 during the 1st and every 4th year of the lease term**.

5) HARVESTED CROP STORAGE. The LESSEE may store harvested crops only in areas designated by the STATION POC.

6) MINIMUM TILLAGE. The LESSEE shall practice “minimum tillage” wherever practical and feasible for LESSEE’s farming activities. To reduce possible hazard to aircraft, tillage operations shall be scheduled to minimize the time during which soil will be subject to wind erosion and dust production. LESSEE shall be very careful when tilling to avoid damaging GOVERNMENT improvements/utilities. Information regarding the existence, location and depth of underground utilities may be obtained from the STATION POC. Other signs, poles, piezometers, survey markers or structures adjacent to or included within the parcel shall not be damaged. The LESSEE shall be held liable for all damage to GOVERNMENT owned structures, utilities, monuments and improvements, if such damage results from activities related to the LEASE. The STATION POC shall bill the LESSEE for any and all expenses for repairing such damage to GOVERNMENT property.

7) WEED AND PEST MANAGEMENT. The LESSEE shall, at LESSEE’s own expense, continuously control all noxious and undesirable weeds and rodents, insects and other pests as identified by the California Invasive Plant Council and the Station Integrated Pest Management Coordinator (IPMC) within the LEASED PROPERTY and is responsible for proper application of pesticides. The LESSEE shall control weeds and pest through either mechanical (non-chemical) means or by chemical

(herbicide/pesticide) application. Weeds are defined as any vegetation growing at a location where it is undesirable. Maximum height of all undesirable weeds is ten (10) inches and weeds shall not be allowed to produce seed. Borders, field edges, and drainage and irrigation ditches shall be kept essentially weed free

a) ANNUAL PLAN FOR PEST MANAGEMENT. The LESSEE shall develop an Agricultural Outlease Pest Management Plan and submit an electronic copy to the IPMC and the NAVFAC SW Contact by **January 15th** of each calendar year. Appendix "D" includes instructions for the "(1) Pest Management Plan" and a blank sample form. An electronic version of the blank document is available upon request from the IPMC.

b) PESTICIDE MANAGEMENT REPORTING. All pest management operations including chemical use and mechanical control shall be reported on the NAVFAC Online Pesticide Reporting System (NOPRS). The LESSEE shall request an account from the IPMC to access and receive instructions on using NOPRS by **January 15th** of the first year of the LEASE. The LESSEE shall report all pesticide use to the IPMC via the NOPRS. The LESSEE shall submit an annual report by **December 31th** of each year. In the last year of the LEASE, the LESSEE shall submit the annual report **60 days** prior to the LEASE expiration date.

c) CHEMICAL WEED AND PEST CONTROL. The term "pesticide" includes insecticides, herbicides, fungicides, miticides, rodenticides and algaecides. LESSEE shall be responsible for complying with the Chief of Naval Operations Instruction (OPNAVINST) 6250.4 series regarding Navy and Marine Corps installations' pest management programs, the STATION's Integrated Pest Management Plan (IPMP), all relevant DoD guidance and instructions, as well as all federal, state and local pesticide and pest management and field worker safety laws, regulations and standards, including but not limited to obtaining required permits. The IPMC shall, upon request of the LESSEE, provide to the LESSEE pertinent DoD guidance and a copy of the STATION's IPMP. The LESSEE is limited to using only pesticides on the STATION's pesticide authorized use list which is found on NOPRS.

In the event the LESSEE wishes to use a pesticide that is not included in the STATION's pesticide authorized use list as shown on NOPRS, the LESSEE shall submit a list of requested pesticides and EPA registration numbers with their annual Plan. Pesticides shall be reviewed by the Department of the Navy and, if approved, will be added to the STATION's pesticide authorized use list. Only pesticides on this list shall be used on the LEASED PROPERTY. **The pesticide methyl bromide is not allowed for use on the LEASE PROPERTY.** Any changes in the LESSEE's pesticide application program must be reported to and approved by the IPMC prior to application.

1. PESTICIDE, APPLICATION AND DISPOSAL. The LESSEE shall be solely liable for any damage to government property from pest management operations including pesticide usage. All pesticide

containers shall have the manufacturer's label attached. Service containers shall have a label indicating the contents of the container. Safety data sheets (SDS) shall be maintained at the site. All pesticides shall be applied in a manner consistent with the manufacturer label directions. Empty pesticide containers and application equipment shall be cleaned in a manner that prevents environmental contamination. All empty pesticide containers shall be removed from the installation in a timely manner, such manner to be determined by the IPMC or applicable federal, state, and local regulations.

2. PESTICIDE APPLICATOR CERTIFICATION. LESSEEs who apply restricted use pesticides or who train others to apply any pesticides must have a Private Applicator Certification. All persons who apply any pesticides must be trained by a qualified person (i.e. a Certified Private Applicator or an entity with a Commercial Applicator Certification). This includes, but is not limited to, training on pesticide labels, safety data sheets, and pesticide safety. Unlicensed persons that apply restricted use pesticides shall be under the supervision of a certified applicator. In addition, the LESSEE must provide workers that enter pesticide-treated fields with pesticide safety training. Applicators that are hired by the LESSEE to apply any pesticides must comply with the requirements for Commercial Applicator Certification. All applicators of any pesticides shall wear Personal Protective Equipment as required by the product label directions. This may include, but is not necessarily limited to: body covering (long sleeved shirt/pants or overalls), goggles and/or face shields, aprons, gloves, hats, foot coverings (work boots) and/or respirators.

d) BERMUDA GRASS CONTROL. LESSEE shall, at LESSEE's sole cost and expense, for the entire term of the lease, keep Bermuda grass in existing alfalfa fields under control, as set forth below. Specifically, anytime Bermuda grass exceeds a 100 sq. ft. area spot, LESSEE shall, at LESSEE's sole cost and expense, kill out the Bermuda grass to a 90% level of field control. The LESSEE shall replant, at LESSEE's sole cost and expense, treated spots and/or fields, as needed, when control areas exceed 10% of the field. The STATION POC and LESSEE shall meet, as needed, to determine areas that exceed 10% of the field. New plantings of alfalfa shall receive an herbicide treatment to control grasses. At the end of the lease term, each field must have Bermuda grass at or below the –10% level, with no spot of Bermuda grass larger than 100 sq. ft. Four (4) months prior to lease end, LESSEE and the STATION POC will conduct an inspection to determine what clean up or control is needed to achieve 90% Bermuda grass free fields.

e) MOSQUITO ABATEMENT. The LESSEE shall not permit tail-water or runoff to stand in ditches or in fields for longer than three days between irrigation operations. LESSEE is responsible for the non-chemical abatement of mosquitoes and shall be billed by the STATION for any and all mosquito control expenses attributed to the farming activities of the LESSEE on the STATION.

Water ponding in areas identified as Natural Resource Management Areas shall not be treated without advance coordination with the Environmental Management Division. General guidelines for the control of mosquitoes on irrigated farmland shall be provided to the LESSEE if requested from the IPMC.

f) RODENT CONTROL. Rodent Control measures shall be undertaken by the LESSEE, at LESSEE's sole cost and expense, so as to prevent damage to the LEASED PROPERTY. All rodenticides shall be listed in the LESSEE's Pest Management Plan and shall be included in the STATION's pesticide authorized use list. Appendix "D," (3) Modified Bait Station, includes information on the proper bait stations to use for ground squirrel control within or in near proximity to the kangaroo rat habitat. The LESSEE's Pest Management Plan shall indicate if the LESSEE intends to use bait stations.

g) BIRD CONTROL. All control measures taken to protect the LESSEE's crops from damage by birds shall be included in the LESSEE's Pest Management Plan and shall be approved in advance by the IPMC. No chemical avian pesticides will be allowed on the LEASED PROPERTY. The LESSEE's Pest Management Plan shall include, but need not be limited to, the bird species, control measures, and estimated take of each species.

8) FERTILITY MANAGEMENT. At the beginning of each calendar year, the LESSEE shall prepare for the STATION POC an annual fertilizer application plan. To prevent soil mining by alfalfa, minimum fertilizer requirements shall be based upon yield. Therefore, the amount of nutrients (except nitrogen) removed by the hay shall be replaced by fertilizer.

9) YIELD RECORDS. The LESSEE shall maintain records of yields for each field/parcel, and such records shall be submitted to the STATION POC once a calendar year after harvest. The records shall indicate the quality and number of bails per acre.

10) ROAD DAMAGE PREVENTION. The LESSEE shall not maneuver "track-laying" or "spike-wheeled" vehicles over the STATION's roads unless adequate road protective measures are taken. The STATION shall bill LESSEE for any and all repairs necessitated by road damage resulting from any activities of the LESSEE on the STATION.

11) DUST CONTROL. The LESSEE shall control excessive dust generated from farming activities on the unpaved roads within the LEASED PROPERTY, through the application of water at LESSEE's sole cost and expense. Plowing during the dry season should be limited to times when winds do not exceed 10 mph.

12) FIRE PREVENTION. The LESSEE shall comply with the STATION's fire control and fire prevention guidance, orders, instructions and requirements. LESSEE shall be liable for any fire damage to GOVERNMENT-owned structures and improvements, and associated costs of fire suppression; if such damage and/or costs are a direct or indirect result of any activities of the LESSEE on the STATION. A Burn Permit is required for all burning on LEASED PROPERTY. LESSEE must contact the

STATION POC for information regarding receipt of a Burn Permit prior to any burning on the LEASED PROPERTY.

13) STORAGE OF FARM EQUIPMENT. Equipment may be stored only in areas approved in advance by the STATION POC. Said storage areas shall be kept in a neat and orderly condition at all times. Extreme care shall be taken by the LESSEE to reduce the risk of fire in these areas. The storage areas must conform to MCAS Yuma Environmental Guidelines and Requirements. No fuel or oil may be stored on the LEASED PROPERTY.

14) DEBRIS REMOVAL. The LESSEE shall maintain all areas of the LEASED PROPERTY with a neat, orderly appearance at all times. Broken down or discarded equipment or material shall be immediately removed from the LEASED PROPERTY. The LESSEE, at LESSEE's sole cost and expense, shall dispose of all debris on the LEASED PROPERTY that is generated from normal farming practices, to the full satisfaction of the STATION POC. Within 30 days of being notified by any GOVERNMENT representative, in any manner, of any deficiencies with regard to this Clause, the LESSEE shall fully correct any such deficiency. Burning is permitted so long as the LESSEE follows all requirements of the STATION POC and the local Air Pollution Control District, and follows all the terms of this LEASE (See Clause 12 above).

15) EROSION CONTROL. The LESSEE, at LESSEE's sole cost and expense, shall apply prudent erosion control measures to reduce soil loss; as such measures are requested by the GOVERNMENT.

16) FALLOW LAND MANAGEMENT. If the LESSEE elects to lay fallow any portion of the LEASED PROPERTY, for any reason(s), the fallow area shall be maintained in a "weed-free" condition until the land is again cropped. Permission to lay fields fallow must be approved in advance by the STATION POC and by the Real Estate Contracting Officer's or his/her designated representative. All fallowing expenses and practices shall be borne exclusively by the LESSEE.

17) APIARY USE. Portions of the LEASED PROPERTY, not to exceed two acres total per parcel, may be used by the LESSEE for apiary (beekeeping). The LESSEE may sublease for an apiary lease, provided that the sublease is approved in advance, in writing, by the Real Estate Contracting Officer, with the concurrence of the STATION, and the sublease must be subject to all the terms and conditions of the LEASE. The following provisions apply to apiary use on the LEASED PROPERTY:

a) All apiary sites and the bee owner must be registered with the State of Arizona Bee Commission and subject to their inspection.

b) Water must be available to the bees at all times.

c) No more than 100 single hives, or their equivalent in multiple hives, shall be placed at any site. Locations on the LEASED PROPERTY must be approved in advance by the STATION POC.

d) All hives shall be arranged at each site in an orderly manner and the grounds kept free of weeds, litter, and debris.

e) No storage of beekeeping supplies, vacant hives, or other similar material is allowed.

B. REIMBURSABLE PROJECTS.

1) The following items, if any, shall be completed by the LESSEE. Upon satisfactory completion and acceptance of the work by the GOVERNMENT, payment shall be made either as a rental credit or as a direct payment in accordance with Paragraph 9.b of the LEASE, and as scheduled in the Conservation Plan of Operations, Appendix "B".

2) Refer to Lease, Paragraph 9.b-9.d. for procedures for accomplishing the work. Upon satisfactory completion and acceptance of the work by the GOVERNMENT, payment shall be made. In no case, shall the LESSEE begin project work until receipt of a fully executed Amendment/Modification to the LEASE, which constitutes a notice to proceed. The reimbursement will not be authorized until GOVERNMENT acceptance of the work and GOVERNMENT receipt of all appropriate documentation for the work.

a) There are no reimbursable soil conservation projects identified at this time.

7. TECHNICAL ASSISTANCE AVAILABLE:

(1) Station Point of Contact (STATION POC)
Range Management
MCAS Yuma, AZ
Blake Hash, Natural Resource Specialist / GIS Manager
Box 99134, Bldg. 151
Yuma, AZ 85369-9134
Telephone: (928) 269-3115
E-mail: blake.hash@usmc.mil

(2) Naval Facilities Engineering Command Southwest, Technical Point of Contact (NAVFAC SW POC)
Integrated Product Team (IPT) Desert
Naval Facilities Engineering Command Southwest
Carol (Cece) Dahlstrom, Natural Resource Specialist, Code: AE20.CD
1220 Pacific Highway
San Diego, California 92132
Telephone: (619) 532-2269
E-mail: carol.dahlstrom@navy.mil

(3) Natural Resource Conservation Service (NRCS)

U.S. Department of Agriculture
Natural Resources Conservation Service
Yuma Field Office
2450 S. 4th Ave. #402
Yuma, AZ 85364
Telephone: (928) 726-5562

8. LEASE ADMINISTRATION ASSISTANCE:

Naval Facilities Engineering Command Southwest
1220 Pacific Highway, Bldg 130
Attn: Real Estate
San Diego, California 92132-5190
Telephone: (619) 532-2331

Soil Map—Yuma-Wellton Area, Parts of Yuma County, Arizona and Imperial County, California
(MCAS Yuma Parcel 4C09)

Map Scale: 1:3,380 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 50 100 200 300

Feet: 0 150 300 600 900

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84

Soil Map—Yuma-Wellton Area, Parts of Yuma County, Arizona and Imperial County, California
(MCAS Yuma 4C09)

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Yuma-Wellton Area, Parts of Yuma County, Arizona and Imperial County, California
Survey Area Data: Version 11, Oct 1, 2015

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 29, 2011—Mar 13, 2015

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Yuma-Wellton Area, Parts of Yuma County, Arizona and Imperial County, California (AZ649)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
28	Superstition sand	29.5	100.0%
Totals for Area of Interest		**29.5**	**100.0%**

Appendix C: Agricultural Outlease Soil and Water Conservation Plan

Yuma-Wellton Area, Parts of Yuma County, Arizona and Imperial County, California

28—Superstition sand

Map Unit Setting

National map unit symbol: 1sfl
Elevation: 100 to 600 feet
Mean annual precipitation: 0 to 0 inches
Mean annual air temperature: 72 to 76 degrees F
Frost-free period: 250 to 325 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Superstition and similar soils: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Superstition

Setting

Landform: Terraces
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Tread
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Mixed sandy alluvium

Typical profile

A - 0 to 5 inches: sand
Ck - 5 to 60 inches: sand

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Somewhat excessively drained
Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 5.95 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 25 percent
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum in profile: 30.0
Available water storage in profile: Low (about 4.8 inches)

Interpretive groups

Land capability classification (irrigated): 3s
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: A

Ecological site: Limy Fan 3-7" p.z. (R040XD405AZ)

Data Source Information

Soil Survey Area: Yuma-Wellton Area, Parts of Yuma County, Arizona and Imperial County, California
Survey Area Data: Version 10, Sep 14, 2014

Soil and Water Conservation Plan Submittal Requirements

Paragraph	Description	Submittal Requirement
3.A.	WATER	Water Bill payment to MCAS Yuma shall be received within 30 days of receipt of invoice (traditionally in May & November of each year of the lease)
4. A. 1.	PRODUCTION SCHEDULE	Continual responsibility
4. A. 2.	HUNTING PROGRAM	Annual meeting with Station Point of Contact (STATION POC)
4. A. 3.	IRRIGATION SYSTEM	Continual responsibility
4. A. 3. a.	DITCH MAINTENANCE	Continual responsibility
4. A. 4.	IRRIGATION MANAGEMENT	
4. A. 4. a.	WATER MANAGEMENT	Continual responsibility
4. A. 4. b.	CROP WATERING	Continual responsibility
4. A. 4. c.	WATER AUDIT	On-site irrigation water audit 1st year and every 4th year of the lease term. Audit results due by June 1 of audit year.
4. A. 5.	HARVESTED CROP STORAGE	Coordinate with STATION POC
4. A. 6.	MINIMUM TILLAGE	Continual responsibility
4. A. 7.	WEED AND PEST MANAGEMENT	Continual responsibility
4. A. 7.a.	ANNUAL PLAN FOR PEST MANAGEMENT	Pest Management Project Plan due at the beginning of each calendar year.
4. A. 7.b.	PESTICIDE USAGE REPORTING	Annual reporting in NOPRS
4. A. 7.c.	CHEMICAL WEED AND PEST CONTROL	Continual responsibility
4. A. 7.c.1.	PESTICIDE APPLICATION AND DISPOSAL	Continual responsibility
4. A. 7.c.2.	PRIVATE APPLICATOR CERTIFICATION	Continual responsibility

Soil and Water Conservation Plan Submittal Requirements

Paragraph	Description	Submittal Requirement
4. A. 7.d.	BERMUDA GRASS CONTROL	Continual responsibility
4. A. 7.e.	MOSQUITO ABATEMENT	Continual responsibility
4. A. 7.f.	RODENT CONTROL	Approval from the STATION POC required
4. A. 7.g.	BIRD CONTROL	Approval from the STATION POC required
4. A. 8.	FERTILITY MANAGEMENT	Fertilizer application Plan due at the beginning of each calendar year.
4. A.9.	YIELD RECORDS	Annually upon crop harvest
4. A.10.	ROAD DAMAGE PREVENTION	Continual responsibility
4. A.11.	DUST CONTROL	Continual responsibility
4. A.12.	FIRE PREVENTION	Continual responsibility
4. A.13.	STORAGE OF FARM EQUIPMENT	Coordinate with STATION POC
4. A.14.	DEBRIS REMOVAL	Continual responsibility
4. A.15.	EROSION CONTROL	Continual responsibility
4. A.16.	FALLOW LAND MANAGEMENT	Approval from the STATION POC and Real Estate Contracting Officer required
4. A.17.	APIARY USE	Continual responsibility

Appendix C

Pest Management Plan Instructions and NAVFAC Online Pesticide Reporting System (NOPRS) Guide

AGRICULTURAL CROP PEST MANAGEMENT PROJECT PLAN INSTRUCTIONS

The purpose of the agricultural Crop Pest Management Project Plan is to provide Navy and Marine Corps installation agricultural outlease managers with information on the pest management activities and chemicals that may be used on leased property. The plan is to be completed by the Lessee and submitted to the installation's DoD agricultural outlease manager. The form is to be updated whenever pest management practices or crops change. For the purposes of the plan, a pest includes diseases, arthropods, nematodes, weeds, rodents, and other organisms that cause harm or are detrimental to the production of the crop.

1. The three page form may be viewed in "Microsoft Word" and filled in and printed, or the form may be printed and the information written on the hard copy form. Use a dark pen and ensure that it is legible. If written entries exceed the space allotted, then use additional lines or sheets.

2. Complete one set of forms for each crop grown.

3. Block 1: Enter the name of the crop grown.

4. Block 2: Enter the season(s) in which the crop will be grown.

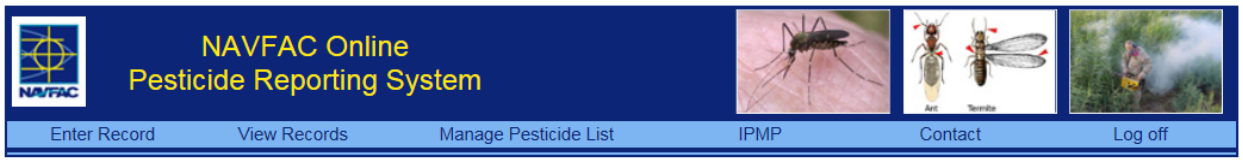
5. Block 3: List the specific pests under each category of pest: disease, arthropod, nematode, weed, and other pests. If the treatment will be the same or similar for several pests you may group them together as one pest group. Complete blocks 4 through 7 for each of the pests or pest groups.

    a. Block 4: List the method(s) that are used by the farmer or pest control advisor to detect the pest. This may include visual observation, trapping, netting, etc. Write the word "Preventive" in this block if the treatment method is to prevent the pest from occurring.
    b. Block 5: Enter the threshold level at which control will be initiated. If the treatment is preventive, then write "0." If a single observation of an organism or disease symptom is needed to initiate control, then write "1." For all others indicate the number of pests or infected/affected plants per surface unit (i.e. acre, hectare, sq foot).
    c. Block 6: List the non-chemical methods to control or prevent the pests. If fertilizers are used, then enter "Fertilizer" in this block and do not include the name of chemical fertilizers in Block 7.
    d. Block 7: List the complete names and EPA registration numbers (as written on the product label) of the chemicals to be used.

1. CROP:				
2. GROWING SEASON(S):				
3. PEST PROBLEM	**4. Detection method**	**5. Action Threshold**	**6. Non-chemical Control**	**7. Chemical Control (Product name and EPA Reg No.)**
DISEASES				

1. CROP:				
2. GROWING SEASON(S):				
3. PEST PROBLEM	**4. Detection method**	**5. Action Threshold**	**6. Non-chemical Control**	**7. Chemical Control (Product name and EPA Reg No.)**
ARTHROPODS (Insects and mites)				

1. CROP:				
2. GROWING SEASON(S):				
3. PEST PROBLEM	4. Detection method	5. Action Threshold	6. Non-chemical Control	7. Chemical Control (Product name and EPA Reg No.)
NEMATODES				
WEEDS				
OTHER				



NAVFAC Online Pesticide Reporting System (NOPRS) Guide for Agriculture Outleases

All agricultural and grazing lessees need to create a NOPRS Account and submit Pesticide Management Records for chemical and mechanical control of pests used on the Agricultural Outlease. As a reminder no pesticides are allowed to be stored on Navy/Marine Corps Property and all pesticide containers shall be disposed of off-base in accordance with the pesticide label.

NOPRS Website: https://clients.saic.com/PestManagementNET/

Create NOPRS Account:

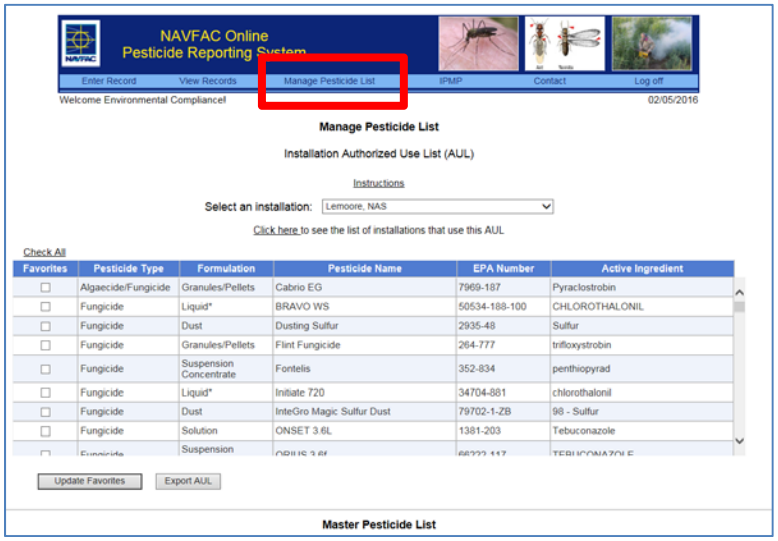
1. Email NAVFAC Pest Management Consultant (PMC), Mike Medina (michael.j.medina1@navy.mil), to request an account.
    a. Provide the following information
        i. Reason for requesting an account (i.e. Ag Outlease Lessee)
        ii. Company Name
        iii. E-mail address
        iv. Phone number
        v. Installation where the AG lease is located

Installation Pesticide List:

All pesticides used on the installation MUST be approved for use prior to applying and be on the Installation's Pesticide Authorized Use List (AUL). The Installation's Pesticide AUL can be found on NOPRS. If the pesticide you want to use is not on the list you can submit a request to have it reviewed by the PMC and potentially added to the list.

To view the Installation's Pesticide AUL:

1. Log onto your NOPRS account
2. Click "Manage Pesticide List"
3. The Installation's Pesticide AUL will load. If the pesticide you want to use is not on the Installation's list scroll down to see if it is on the Master Pesticide List.

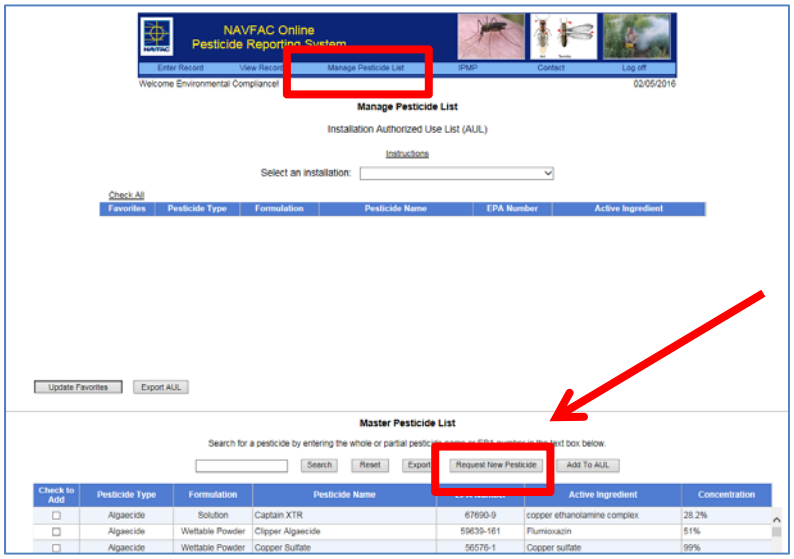


Request a pesticide from the Master Pesticide List be added to the Installation's Pesticide AUL:

1. Check the box next to the pesticide that you want to add and click "Add to AUL."
2. An e-mail will be sent to the PMC who will review and approve/disapprove.
3. You will receive an e-mail once the request has been approved or disapproved.

Request a pesticide not on the Master Pesticide List to be added to the Installation's Pesticide Use List:

1. Click "Request New Pesticide" under Master Pesticide List



2. Fill out New Pesticide Request in its entirety. If you have any questions contact your Ag Outlease POC. See example on next page. [Note: For concentration put the number of pounds. If the number of pounds are not provided on the pesticide label put the percent concentrate and indicate it is a percent by using the "%" sign.]

Example: Insecticide Label

New Pesticide Request

Please enter the pesticide you would like added to the approved pesticide list.

Pesticide Trade Name	Tempo	
Formulation	Suspension Concentrate	
Pesticide Active Ingredient	Active Ingredient	Concentration
	Cyfluthrin	1
	☐ Check here if the pesticide comes in packets/ stations/ briquets/ other, enter the Weight per Unit in the third column:	
EPA Registration # or Other #	432-1363	
If the pesticide is classified as a 25b pesticide, enter "25 (b) exempt" as the EPA Number.		
Pesticide Type	Insecticide	
Signal Word	[Caution, Warning, or Danger]	
Restricted Use	☐	
Comments		

BAYER TEMPO® SC ULTRA

INSECTICIDE

SHAKE WELL BEFORE USING
For Pest Management Professionals and Commercial Use Only.

ACTIVE INGREDIENT:
β–Cyfluthrin, Cyano(4-fluoro-3-phenoxyphenyl)methyl 3-(2,2-dichloroethenyl)-2, 2-dimethyl-cyclopropanecarboxylate 11.8%
OTHER INGREDIENTS: 88.2%
Total: 100.0%

Contains 1 lb cyano(4-fluoro-3-phenoxyphenyl)methyl 3-(2,2-dichloroethenyl)-2,2-dimethylcyclopropanecarboxylate per gallon.
SHAKE WELL BEFORE USING

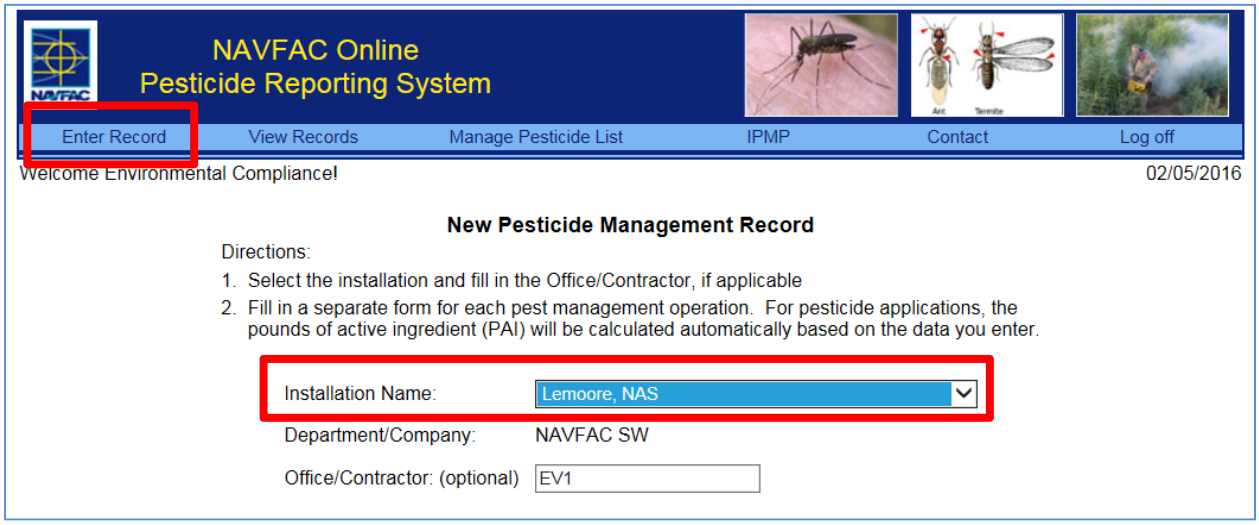
EPA Reg. No. 432-1363 EPA Est. No. 11556-KS-1, 432-TX-1, 3125-MO-1

3. Once entire form is complete click "Submit." The request will be sent automatically to the PMC for review and approval/disapproval. **Applicator cannot use the pesticide until it has been fully approved and added to the Installation's list.**

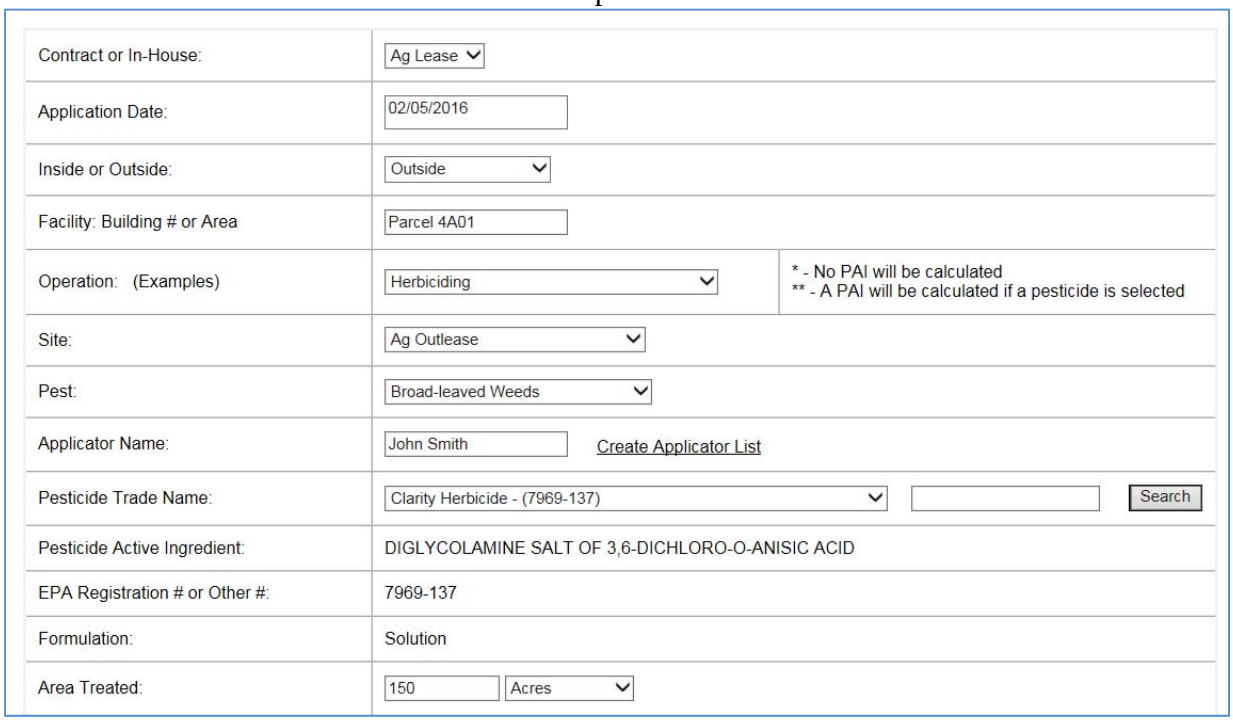
Pest Control Reporting:

A New Pesticide Management Record shall be submitted for every control event. Control events include mechanical and chemical control of pests. If no control took place during a given month a "Negative Report" shall be submitted to indicate no control.

1. Log onto your NOPRS account
2. Click "Enter Record"



3. Fill out all fields for New Pesticide Management Record.
   a. No Control: Check the "Negative Report" box.
   b. Mechanical Control (ie mowing or discing): Select "mechanical/manual control" under the "Operation" drop-down.
   c. Chemical Control: see the below example



4. Once completed click "Submit Record."

MCAS Yuma Points of Contact

Please contact your Installation Pest Management Coordinator if you have any questions regarding NOPRS.

MCAS Yuma Ag Outlease POC
Blake Hash
Installation Pest Management Coordinator and Natural Resources Specialist:
blake.hash@usmc.mil
(928)269-3115

NAVFAC SW Ag Outlease POC
Cece Dahlstrom
Natural Resources Specialist
carol.dahlstrom@navy.mil
(619)532.2269