

FOR LEASE AGRICULTURAL LAND

NAVY OUTLYING LANDING FIELD (NOLF) SILVERHILL SILVERHILL, ALABAMA



220 ACRES (HAYLAND)

The proposed lease area at the **Navy Outlying Landing Field (NOLF) Silverhill, Silverhill Alabama** consists of approximately **220 acres** inclusive of ditches, field borders, field roads, and other natural or man-made features of the landscape. This area has been identified as suitable for **Hayland** and is established in Coastal Bermuda grass.

The lease is for an initial term of one year with the option to renew for nine additional one-year periods. The lease area will be available to the Lessee upon award of the lease.

SEALED BIDS ARE SOLICITED.

DATE OF OPENING: **MONDAY, FEBRUARY 15, 2016** **TIME OF OPENING:** **2:00 P.M. EST**

MAIL BIDS TO: Naval Facilities Engineering Command, Southeast
P.O. Box 30A, AM1GC-DJ
Building 903, Yorktown Avenue
Jacksonville, FL 32212-0030

Inspection is invited between **8:00 A.M.** and **3:00 P.M.**, Monday through Friday - Legal Holidays excluded. Arrangements can be made by calling **Mr. Michael Hardy**, Naval Air Station Pensacola, Florida, Telephone **(850) 452-3131 Extension 3016** or Mr. Ron Cherry, Naval Air Station Whiting Field, Milton, Florida, Telephone (850) 623-7602.

EACH BID MUST BE ACCOMPANIED BY A DEPOSIT IN AN AMOUNT OF NOT LESS THAN 10% OF THE FIRST TERM'S RENT.

Lease N69450-16-RP-00008 and other bidding information may be obtained or examined upon application to Commanding Officer, Naval Facilities Engineering Command, Southeast, P.O. Box 30A, Building 903, Yorktown Avenue, AM1GC-DJ, Jacksonville, FL 32212-0030 or by calling (904) 542-6960.

IF YOU ARE AN EMPLOYEE OF THE FEDERAL GOVERNMENT, ACTING IN EITHER A CIVILIAN OR MILITARY CAPACITY, YOU ARE NOT QUALIFIED TO RECEIVE AN AWARD OF LEASE UNDER THIS INVITATION TO BID.



DEPARTMENT OF THE NAVY
Naval Facilities Engineering Command Southeast
Jacksonville, FL 32212-0030

11011
LO-10360
Code AM1GC-DJ
December 22, 2015

**NOTICE OF AVAILABILITY AND INVITATION FOR BIDS
TO LEASE GOVERNMENT LAND FOR AGRICULTURAL PURPOSES
NAVY OUTLYING LANDING FIELD (NOLF) SILVERHILL
SILVERHILL, ALABAMA (BALDWIN COUNTY)
NAVAL AIR STATION (NAS), WHITING FIELD, MILTON, FLORIDA**

The Government hereby extends this Notice of Availability and Invitation for Bids on the leasing of approximately 220 acres of land inclusive of ditches, field borders, field roads, and other natural or man-made features of the landscape for agricultural purposes (growing of hay) at the Navy Outlying Landing Field (NOLF) Silverhill, Alabama.

1. LOCATION AND DESCRIPTION

Approximately 220 acres of land inclusive of ditches, field borders, field roads and other natural or man-made features of the landscape at NOLF Silverhill, Alabama, as shown on **Attachment 1** hereto. Bidders are urged and expected to inspect the site and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. The acreage being advertised is believed to be correct, but any error or omission of the size, location, or productivity of the land shall not constitute grounds for noncompliance with any of the provisions or conditions of the Lease or allow claim for any refund or deduction from the rental. Should the bidder desire to have a survey accomplished, such cost will be at its own expense.

2. BID RECEIPT AND OPENING

Sealed bids for the leasing of the property described herein will be received until **2:00 P.M. EST, February 15, 2016**, at the Naval Facilities Engineering Command, Southeast, Building 903 Yorktown Avenue, AM1GC-DJ, Naval Air Station, Jacksonville, Florida 32212-0030.

There will be no public bid opening. All offers will be kept strictly confidential until the lease is awarded. Bids shall be made on the Bid Form accompanying this Invitation for Bids and in the manner described in the attached Instructions to Bidders. **Bids should be made solely on the basis of the cash rent offered for the land.** All bids must be plainly marked "SEALED BID, AGRICULTURAL LEASE, NASWF/NOLF, N69450-16-RP-00008."

3. LEASING INFORMATION

a. Period of Lease. The term of this lease shall be for an initial term of one year and shall begin on March 31, 2016, with the right to renew for nine (9) additional periods of one year each. The Government reserves the right to terminate the lease in whole or in part at any time.

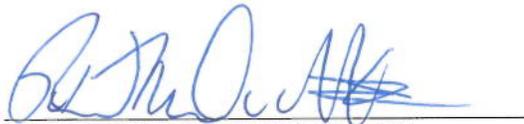
b. Use. The +/- 220 acres shall be restricted to HAYLAND.

c. Award of Lease. The lease award will be made to the responsible, responsive bidder submitting an acceptable offer at the highest bid. After award, the successful bidder will be required to enter into a Lease with the Government, a draft of which is Attachment 2 hereto.

d. Conservation Plan. The Conservation Plan which is Attachment "A" to the Lease prescribes conservation practices to be performed by and at the expense of the successful bidder. These are professional management practices. No reimbursable work is scheduled during the time of this Lease. However, procedures are provided so such work can be accomplished if the need arises. Questions prior to bidding regarding the Conservation Plan should be directed to Mr. Michael Hardy, (850) 452-3131 Extension 3016, or Mr. Ron Cherry, (850) 623-7602.

4. ADDITIONAL INFORMATION

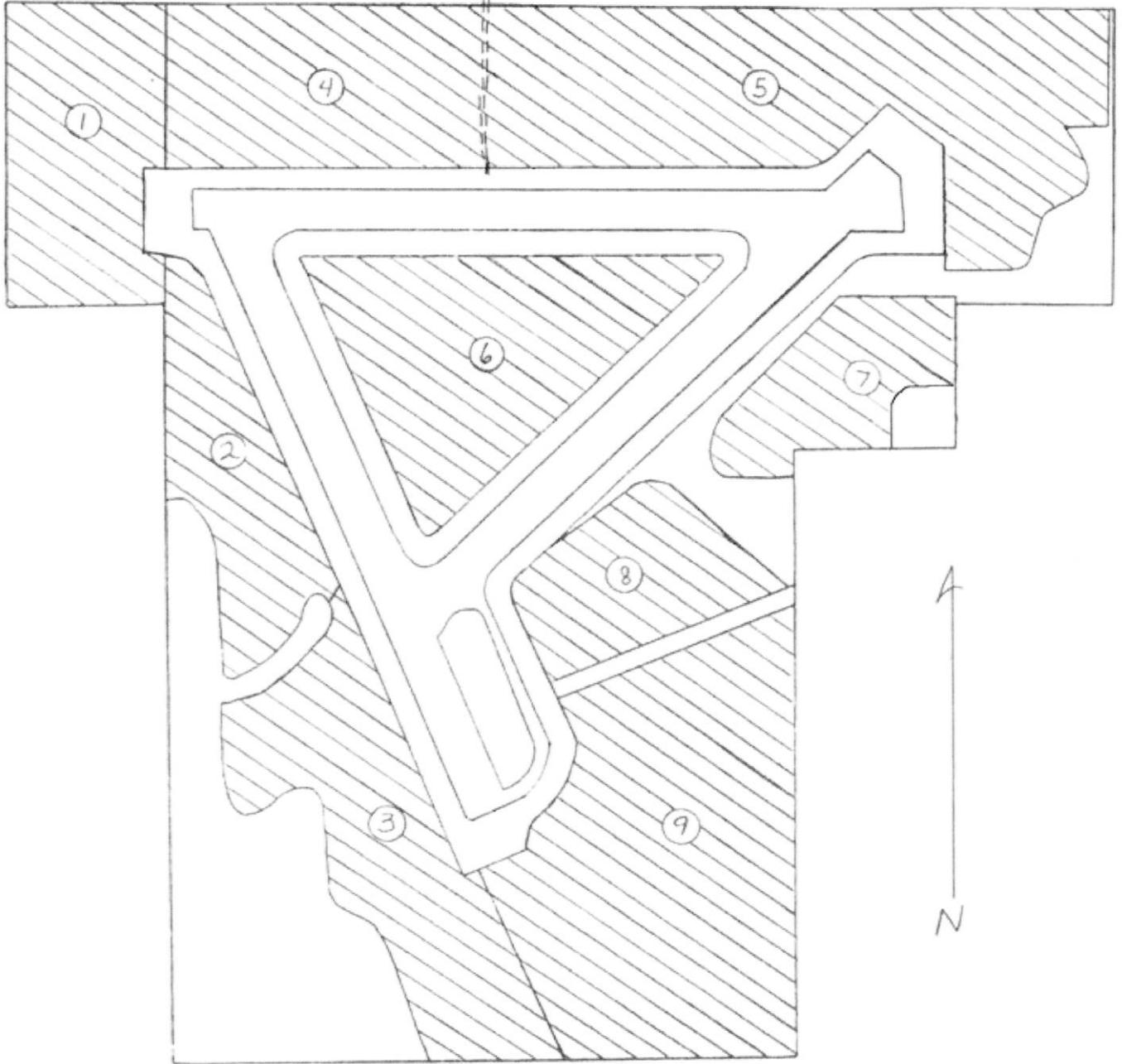
Questions regarding the submission of bids and the administration of the proposed Lease may be obtained from Naval Facilities Engineering Command, Southeast at P.O. Box 30A, Jacksonville, Florida 32212-0030, or by telephoning Désirée D. Jennings at (904) 542-6960.



ROBERT W. MCDOWELL III
Real Estate Contracting Officer

1/4/16
DATE

Agricultural Lease N69450-16-RP-00008
 Navy Outlying Field (NOLF) Silverhill



OLF SILVERHILL
 BALDWIN COUNTY ALABAMA
 SCALE: 1" = 660'
 AG OUTLEASE AREA: 

<u>AREA</u>	<u>ACRES</u>	<u>AREA</u>	<u>ACRES</u>
1	20.0	5	44.5
2	15.0	6	27.0
3	25.5	7	10.5
4	21.5	8	12.0
		9	44.0
		<u>TOTAL</u>	<u>220.0</u>

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS

Bids must be signed (executed) and submitted in duplicate on the Bid Form furnished with the Notice of Availability and Invitation for Bids and in accordance with instruction herein contained. Bids submitted in any other manner may be summarily rejected. All bids submitted shall be deemed to have been made with full knowledge of all the terms, conditions, and requirements, herein contained.

A bid executed by an attorney or agent on behalf of the Bidder shall be accompanied by three original powers of attorney or other signed documents evidencing his authority to act on behalf of the Bidder, notarized and under corporate seal. If the Bidder is a corporation, the Certificate of Corporate Bidder must be properly executed. If the bid is signed by the Secretary of the corporation, the certificate must be signed (executed) by some other officer of the corporation under the corporate seal. All documents submitted must be originals; photocopies will not be accepted.

2. SUBMISSION OF BIDS

a. Persons interested in leasing this area should submit their bid in duplicate, in paper media, in a sealed envelope or package properly addressed; and plainly marked: "SEALED BID, AGRICULTURAL LEASE, NASWF/NOLF, N69450-16-RP-00008." Bids must be delivered via U.S. Postal Mail or hand-carried (including delivery by a commercial carrier).

USPS Mail to:

Naval Facilities Engineering Command, Southeast
P.O. Box 30A, Code AM1GC-DJ
NAS Jacksonville, FL 32212-0030

FedEx or UPS Mail to:

Naval Facilities Engineering Command, Southeast
Building 903, Yorktown Avenue
NAS Jacksonville, FL 32212
Attn: D. Jennings, AM1GC-DJ
(904) 542-6960

b. Bids submitted by telegraph, facsimile, and electronic commerce (email) will not be considered.

c. The Government reserves the right, when it is in the interest of the Government, to reject any and all bids of a bidder who has previously failed to perform properly or to complete other contracts with the Government in accordance with the provisions thereof; to reject the bid of a bidder who is not, in the opinion of the Real Estate Contracting Officer, of the Naval Facilities Engineering Command, Southeast, in a position to perform satisfactorily under the lease; to

waive any informalities in bids received; and to negotiate with any and all bidders. If no acceptable bid is received, the Government may re-advertise or, if circumstances warrant it, negotiate with one or more of the unsuccessful bidders.

d. Each bid must be accompanied by a deposit in an amount of not less than ten percent of the first term's rent by **Certified, Cashier's check, or money order**, made payable to the U. S. Treasury. Deposits accompanying bids of unsuccessful bidders will be returned without interest as promptly as possible after rejection. In the event of revocation of any offer after the opening of bids, but prior to acceptance, the Bidder's deposit shall become the property of the Government. In the event of default after notice of acceptance, but prior to the execution and delivery of the formal lease, the deposit shall become the property of the Government.

e. Bidders are responsible for submitting bids and any modifications or withdrawals so as to reach the Government office designated in the Invitation for Bids by the time specified in the Invitation for Bids.

Any bid, modification, or withdrawal received at the Government office designated in the Invitation for Bids after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made and there is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids. Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. A bid may also be withdrawn in person by a bidder or its authorized representative, if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

Notwithstanding the above, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

3. AWARD OF LEASE

The Government will evaluate bids in response to this solicitation without discussions and will award a lease to the responsible bidder whose bid, responsive and conforming to the Invitation for Bids, represents an acceptable offer at the highest bid.

The foregoing Invitation for Bids, with all the instructions, terms, and conditions set forth and the bid, when accepted by the Government, shall constitute an agreement between the successful bidder and the Government. Such agreement shall be succeeded by a formal lease. No oral statements or representations made by, for or on behalf of either party, shall be a part of such lease. Nor shall the lease or any interest herein be transferred or assigned by the successful bidder without the consent of the Government.

Failure of the selected lessee to execute the lease and provide the balance of cash rent due within (10) days after notice of award will result in forfeiture of the bid bond and award to the next high bidder whose bid is responsive and conforms to the Invitation for Bids.

The successful bidder shall assume all responsibility for the care and handling of the premises covered by the lease as soon as practicable and in any event not more than (30) days after notice of acceptance by the Government. In the event Government-owned or Government Contractor-owned items of personal property or equipment not included in the Invitation for Bids are located upon the premises, the Lessee shall notify the Natural Resources Manager, who shall remove the same from the premises. Any such removal shall be conducted in such a manner as to cause the least possible interference with the successful bidder's use and occupancy of the premises after possession thereof is assumed as provided in these instructions.

4. BID – ACCEPTANCE PERIOD.

All bids received shall be deemed continuing offers from the date of opening of bids until accepted or rejected by the Navy Department, provided, however, that after thirty (30) days have elapsed from the date of opening, any bidder not having received notice of rejection may consider his bid rejected and, if the Navy Department decides to accept any bid after such rejection date, the consent of the bidder thereto shall be obtained.

5. PUBLIC OPENING OF BIDS.

There will be no public bid opening. All offers will be kept strictly confidential until the lease is awarded.

BID FORM

Agricultural Lease on approximately 220 acres of land inclusive of ditches, field borders, field roads, and other natural or man-made features of the landscape at Navy Outlying Field (NOLF) Silverhill, Baldwin County, Alabama

1. The undersigned, residing at _____ in the city of _____, County of _____, State of _____, telephone number _____, does hereby bid on the Lease of +/- 220 acres of land at NOLF Silverhill, Alabama. This bid is submitted in accordance with the conditions prescribed in the Instructions to Bidders and the terms set forth in the draft of Lease N69450-16-RP-00008.

ITEM	UNITS OF MEASURE	ESTIMATED UNITS	UNIT BID PRICE	TOTAL BID PER YEAR
Agricultural Land HAYLAND	Acres	220	\$_____	\$_____
<i>(Total bid per year is equal to 220 times the unit price)</i>				

The acreage of the parcel is believed to be correct, but any error or omission of the size or location of the parcel shall not constitute grounds for noncompliance with any of the provisions or conditions of the Lease or allow claim for any refund or deduction from the rental. Lessee may accomplish a survey accomplished at his own expense.

Unit Prices and Award. Bidders shall enter the unit price and the extended total amount for the unit price item of their bids in the spaces provided. Should there be a discrepancy between the unit price bid and the extended total, the extended (Total Bid Price) shall govern. Award, if made, will be made on the total amount bid, corrected as specified above.

2. Bid price is for the first one-year term, payable in accordance with the terms of the draft of the Lease attached hereto, and the Lease may be renewed for nine additional one-year periods, provided that no such renewal shall extend the period of occupancy of the demised premises beyond ten years from commencement of the Lease.

3. The undersigned does hereby submit a Cashier's check, Certified check or money order payable to the U.S. Treasury, in an amount equal to ten percent (10%) of the total bid, as a deposit, which sum is to be applied to the first term's cash rent. In the event no award is made under this bid, the above check submitted herein will be returned as expeditiously as possible.

4. The Department of the Navy reserves the right to reject any and all bids. No Lease shall be binding on the Government unless and until the bid is accepted and the Lease approved and executed on behalf of the United States of America.

5. This bid is not assignable or transferable except with the written consent of the Navy Department.

DATE

PROSPECTIVE LESSEE

IF PROSPECTIVE LESSEE IS A CORPORATION, PLEASE COMPLETE AND EXECUTE THE CORPORATE CERTIFICATE BELOW.

CORPORATE CERTIFICATE

I, _____, certify that I am the _____ of the Corporation named as the Bidder in this Bid Form; that _____, who signed said Bid Form was then _____ of said Corporation; that said Bid Form was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its Corporate powers.

(Corporate Seal)

Signature/Date

DEPARTMENT OF THE NAVY
LEASE FOR AGRICULTURAL
OR GRAZING PURPOSES

CONTRACT NUMBER
LO-10360
N69450-16-RP-00008

LEASE Between _____ HEREINAFTER CALLED THE "LESSEE" AND THE UNITED STATES OF AMERICA, HEREINAFTER CALLED THE "GOVERNMENT."

THE GOVERNMENT HEREBY LEASES TO LESSEE THE PROPERTY DESCRIBED BELOW UNDER THE TERMS, CONDITIONS, GENERAL PROVISIONS AND SPECIAL PROVISIONS SET FORTH ON THIS PAGE AND SUBSEQUENT PAGES OF THIS LEASE FORM.

1. **LEASED PROPERTY:** ALL THAT PORTION OF THE NAVAL ACTIVITY IDENTIFIED IN ARTICLE 9, WHICH PORTION IS HEREIN AFTER CALLED THE "PREMISES" AND DESCRIBED AS FOLLOWS:

Approximately **220** acres of land inclusive of ditches, field borders, field roads, and other natural or man-made features of the landscape at Navy Outlying Field (NOLF) Silverhill, in Balwin County, Alabama, in support of Naval Air Station Whiting Field, Milton, FL as shown in the Conservation Plan, attached hereto and made a part hereof as Attachment A.

2. **TERM:** THE TERM OF THIS LEASE SHALL BEGIN ON **31 March 2016** AND END ON **30 March 2017** UNLESS SOONER TERMINATED IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 10H HEREOF.

LESSEE MAY EXTEND THE TERM OF THIS LEASE FOR NINE (9) ADDITIONAL PERIODS OF ONE (1) YEAR EACH BY DELIVERY TO THE LOCAL GOVERNMENT REPRESENTATIVE OF WRITTEN NOTICE OF ITS INTENTION TO EXTEND NO LATER THAN NINETY (90) DAYS PRIOR TO THE EXPIRATION OF THE THEN CURRENT TERM: *PROVIDED*, NO EXTENSION SHALL BE GRANTED WHICH CREATES A TOTAL TERM IN EXCESS OF TEN (10) YEARS.

3. **RENT:** LESSEE SHALL PAY THE GOVERNMENT ANNUAL RENTAL OF \$ _____, PAYABLE ANNUALLY NOT LESS THAN THIRTY (30) DAYS IN ADVANCE OF THE COMMENCEMENT OF THE ANNUAL LEASE PERIOD IN CONFORMITY WITH THE PROVISIONS OF ARTICLE 10W HEREOF.

4. **USE:** THE PREMISES SHALL BE USED SOLELY FOR HAYLAND.

5. ~~**PERFORMANCE BOND OR SECURITY:** To secure the faithful performance of its obligations hereunder Lessee shall provide the Government with either: (a) collateral security in the form of Cash or negotiable Government Bonds, or (b) a Performance Bond issued by a Corporate Surety and satisfactory to the Government in all respects, in the amount of \$ N/A~~

6. EXECUTION BY LESSEE

NAME OF LESSEE: _____

BY _____
(Signature)

(Witness)

(Title)

(Date)

7. CERTIFICATION BY SECRETARY OR ASSISTANT SECRETARY OF CORPORATE LESSEE

I CERTIFY THAT THE PERSON WHO SIGNED THIS LEASE ON BEHALF OF LESSEE WAS THEN THE OFFICER INDICATED AND THIS AGREEMENT WAS DULY SIGNED FOR AND ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS GOVERNING BODY AND IS WITHIN THE SCOPE OF ITS CORPORATE POWERS.

(CORPORATE SEAL) _____
(Signature) _____ (Title)

8. EXECUTION FOR AND ON BEHALF OF THE GOVERNMENT
THE UNITED STATES OF AMERICA

BY **ROBERT W. MCDOWELL III** _____
(Real Estate Contracting Officer) (Date) (Witness)

9. NAVY IDENTIFICATION DATA

NAME AND ADDRESS OF ACTIVITY NAVFAC SE, PWD NAS Whiting Field 7183 Langley Street Milton, FL 32570	LOCAL GOVERNMENT REPRESENTATIVE/TITLE AND ADDRESS COMMANDING OFFICER NAVAL FACILITIES ENGINEERING COMMAND SOUTHEAST P.O. BOX 30A, BUILDING 903 JACKSONVILLE, FL 32212-0030
ADDRESS OF LESSEE	

10. GENERAL PROVISIONS

A. REPRESENTATIONS

LESSEE has examined, knows and accepts the condition and state of repair of the Premises and all appurtenances thereto and acknowledges that the Government has made no representation concerning such condition and state of repair, nor any agreement or promise to alter, improve, adapt, repair or keep in repair such Premises and appurtenances, or any item thereof, which has not been fully set forth on this lease which contains all the agreements made and entered into between Lessee and the Government.

B. PROHIBITION OF FEDERAL SUBSIDY PARTICIPATION

Notwithstanding the uses permitted to it in Article 4 of this lease, Lessee shall at no time during the term of this lease, or any extension thereof, use the Premises or its interest therein in any manner which shall constitute direct participation in any subsidy program of the Federal Government relative to either the use or abstention from use of the Premises.

C. SUBJECTION TO GOVERNMENT SOIL & WATER CONSERVATION PLAN

During the term of this lease the Lessee shall apply the conservation measures and use the Premises in accordance with the conservation plan attached hereto and made a part hereof. Lessee shall in no manner substantially change the contour or condition of the land constituting any part of the Premises except for such changes as shall be reasonably required to effect soil and water conservation measures. (Conservation Plan is attached as Attachment A to the Lease)

D. INSTALLATIONS AND REMOVALS

Subject to the prior written approval of the Government, Lessee shall have the right to erect, at its own expense, such temporary structures on the Premises as may be necessary or incidental to its use thereof under this lease. All such structures shall remain the property of Lessee and Lessee shall remove same from the Premises prior to the expiration of the term of this lease, as the same may be extended, or the earlier termination thereof; *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 removal. 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 hereunder to restore the Premises.

E. SUBJECTION TO EXISTING AND FUTURE EASEMENTS AND RIGHTS-OF-WAY

This lease is subject to all outstanding easements and rights of way for location of any type of facility over, across, in and upon the Premises, or any portion thereof, and to the right of the Government to grant such additional easements and rights of way over, across, in and upon the Premises as it 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 crops or property destroyed or property rendered unusable on account of Grantee's exercise of its rights

thereunder. There are also reserved to the Government, and its assignees, all mineral rights in the Premises, together with such rights of access and use of the surface as may be necessary for the mining and saving of any mineral deposits located thereon or thereunder. There are 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 Premises as shall be necessary for the performance of their duties with regard to such facilities.

F. RESTORATION OF PREMISES

Before the expiration of this lease or the prior termination thereof, Lessee shall, if required to do so by the Government, restore the Premises to the condition existing at the time of its entrance thereon under this lease, or to such improved condition as they may have been placed in by the Government or the Lessee during the term of this lease, reasonable wear and tear and damage by the elements or from other causes over which Lessee had no control excepted; *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.

G. 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 Premises 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 the Lessee.

H. TERMINATION BY GOVERNMENT

The Government shall have the right to terminate this lease, in whole or in part, 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 Lessee hereunder and, if the Government's use of the Premises does not require immediate possession thereof, Lessee shall be permitted, within such time as the Local Government Representative shall prescribe, to harvest, gather and remove from the Premises such crops as can be so harvested and removed, but if the Government's requirements necessitate immediate repossession of the Premises, so as to require immediate removal of Lessee's livestock, and/or, to preclude Lessee 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 for loss or damage of any nature arising out of such termination and repossession, including, but not limited to, destruction or diminution in value of, or inability to harvest any growing crops, and/or death or diminution of value of any livestock of Lessee.

In the event that the Government shall elect to terminate this lease on account of the breach by the Lessee of any of the terms

and conditions hereof 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 Premises.

(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 and charges assumed hereunder and not theretofore paid, less the net rentals, if any, collected by the Government on the re-letting of the Premises, which amounts shall be due and payable at the time when the rent reserved under this lease would become due and payable.

The Government may, at its option, attach any livestock or crops of Lessee on the Premises in full or partial satisfaction of Lessee's obligations under this Article.

I. SURRENDER

Upon the expiration of this lease or its prior termination, in whole or in part, Lessee shall quietly, and peacefully remove itself and its property from the Premises, or part thereof as to which this lease shall be terminated, and surrender the possession thereof to the Government. Upon failure or neglect of Lessee to so remove, the Government and its officers or agents may enter the Premises and cause the removal of all persons and property therefrom without recourse to any action or proceeding at law or in equity. Lessee hereby expressly waives any provision of law requiring notice to quit possession of the Premises. Such removal shall be at the sole cost and expense of Lessee and Lessee shall indemnify and save and hold harmless the Government, its officer, agents and employees for and from any and all liability or claims for damages of any nature

whatsoever which may arise out of or be attributable to such removal.

J. DAMAGE TO GOVERNMENT PROPERTY

In the event of the destruction of or damage to any Government property located on or adjacent to the Premises by Lessee, or any of its officers, agents, servants, employees, subtenants, licensee or invitees, Lessee shall promptly repair or replace such property to the satisfaction of the Government, or pay to the Government an amount of money sufficient to compensate it for the loss or damage sustained, as the Government shall elect.

K. NON-LIABILITY OF GOVERNMENT

Lessee covenants that it will indemnify and save and hold harmless the Government, its officers, agents 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 Premises, or the furnishings of any utilities or services (including supply of water from wells or other sources), 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.

L. UTILITIES AND SERVICES

In the event that the Government shall furnish Lessee with any utilities and services maintained by the Government which Lessee may require in connection

with its use of the Premises, Lessee shall pay the Government the charges therefor in addition to the cash rent required under this lease. Such charges and the method of payment thereof shall be determined by the Local Government Representative in accordance with applicable laws and regulations, on such basis as the Local Government Representative 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 or services furnished by it to Lessee.

M. ACCESS

The Government shall have access to the Premises 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.

N. 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.

O. 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 Premises (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 rental provided for herein, 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 Local Government Representative constitutes a reasonable return to the Government on the Premises, then in such event the Local Government Representative shall have the right to determine the amount of the rental, which determination shall be binding on Lessee, subject to appeal as a dispute in accordance with the provisions of paragraph P of this Article 10.

P. DISPUTES

1.1 This lease is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7112 (the Act)).

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

1.3 "Claim," as used in this clause, means a written demand or written assertion by the Lessee or the Government seeking, 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. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph 1.4(2) below. 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.

1.4(1) A claim by the Lessee shall be made in writing and submitted to the Real Estate Contracting Officer, Naval Facilities Engineering Command, Southeast, 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, Southeast.

1.4(2)(a) The Lessee shall provide the certification specified in subparagraph 1.4(2)(c) of this clause when submitting any claim ---

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using--

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

1.4(2)(b) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

1.4(2)(c) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Lessee believes the Government liable; and that I am duly authorized to certify the claim on behalf of the Lessee."

1.4(3) The certification may be executed by any person duly authorized to bind the Lessee with respect to the claim.

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

1.6 The Real Estate Contracting Officer, Naval Facilities Engineering Command, Southeast, decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

1.7 At the time a claim by the Lessee is submitted to the Real Estate Contracting Officer, Naval Facilities Engineering Command, Southeast, or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may

agree to use ADR. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in paragraph 1.4(2)(c) of this clause, and executed in accordance with paragraph 1.4(3) of this clause.

1.8 The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the Real Estate Contracting Officer, Naval Facilities Engineering Command, Southeast, receives the claim (properly certified if required), or (2) the date of 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, Southeast, 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, Southeast, 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.

1.9 The Lessee shall proceed diligently with the performance of the 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, Southeast.

Q. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share of part of this lease, or to any benefit to arise therefrom but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

R. LABOR PROVISION

(1) Equal Opportunity

During the term of this lease the Lessee agrees as follows:

(a) The Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity 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.

(b) 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, sexual orientation, gender identity or national origin.

(c) 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.

(d) 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 of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) 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 and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations and orders.

(f) In the event of the Lessee's noncompliance with the Equal Opportunity clause of this lease or with any of said 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.

(g) The Lessee will include the provisions of paragraphs (a) through (g) 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, and Executive Order 13672 of July 21, 2014, 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.

(2) 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.

(3) Contract Work Hours Standards Act (40 U.S. Code 327-330)

This lease, to the extent that it is a contract of a character specified in the Contract Work Hours Standards Act (40 U.S.C. 327-330) and is not covered by the Walsh-Healy Public Contracts Act (41 U.S.C. 35-45), 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:

(a) 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.

(b) In the event of any violation of the provisions of paragraph (a), 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 paragraph (a) 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 paragraph (a).

S. NOTICES

No notice, order, direction, determination, requirement, consent, or approval under this lease shall be of any effect unless in writing. All notices required under this lease shall be addressed to Lessee, or to the Local Government Representative, as may be appropriate, at the address thereof specified in Article 9 of this lease or at such other address as may from time to time be agreed upon by the parties hereto.

T. FAILURE OF GOVERNMENT TO INSIST ON COMPLIANCE

The failure of the Government to insist, in any one or more instances, upon performances 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.

U. ASSIGNMENT OR SUBLETTING

Lessee shall not transfer or assign this lease or any interest therein nor sublet or otherwise make available to any third party or parties any portion of the Premises or rights therein without prior written consent of the Government. Under any assignment made, with or without consent, the assignee shall be deemed to have assumed all the obligations of Lessee hereunder, but no assignment shall relieve the assignor of any of Lessee's obligations hereunder except for an extension of the lease term beginning after such assignment, and then only if the Government shall have consented thereto.

V. 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 Local Government Representative, or by the Commanding Officer of the Naval activity of which the Premises forms a part.

W. PAYMENTS

All payments to the Government required under this lease shall be made

by check or postal money order made payable to the **U.S. Treasurer and mailed to Naval Facilities Engineering Command, Southeast, Real Estate Contracting Officer, P.O. Box 30A, B903, Jacksonville, FL 32212. Attn: Code AM1GC-DJ. Each payment must include this Lease Number N69450-16-RP-00008.**

X. 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 contract (net of any applicable tax credit under the Internal Revenue Code) shall bear interest from the date due 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 contract; (ii) the date of the first written demand for payment, consistent with this lease, including demand consequent upon default termination; or (iii) the date of transmittal by the Government to the Lessee of a proposed supplemental agreement to confirm completed negotiations fixing the amount.

Y. ADMINISTRATION

The local Government Representative specified in Article 9 of this lease shall, under the direction of the Real Estate Contracting Officer, Naval Facilities Engineering Command, Southeast, have complete charge of the administration of this lease, and shall exercise full supervision and general direction thereof insofar as the interest of the Department are affected.

Z. INDEMNIFICATION

The LESSEE agrees that the GOVERNMENT, its officers, agents, and employees shall be released from all liability on all suits, claims, actions, or demands in any way related to or arising under the LESSEE's use of the property. This release includes, but is not limited to, all environmental suits, claims, and enforcement actions, whether arising during the LESSEE's construction on or use of the property, or after such use has ended.

11. SPECIAL PROVISIONS

The following specified additional provisions, which shall control in the event of any conflict with the General Provisions of Article 10, are hereby incorporated into this lease by attachment hereto.

A. REIMBURSABLE WORK

If at any time during the lease it is determined that work not identified in the Soil and Water Conservation Plan as Non-Reimbursable work is necessary, the procedures below will be followed:

The Natural Resources Manager will prepare a Scope of Work and Government Cost Estimate. Scope of Work will include what work is to be done and identify how or what method should be used to complete the work. It will also include a time schedule in which the work must be completed.

The Natural Resources Manager will forward the Scope of Work and Government Cost Estimate to the Real Estate Contracting Officer (RECO).

The RECO will forward the Scope of Work to the Lessee and request a cost proposal.

The Lessee will send a cost proposal to the RECO. This proposal may be based on Lessee having a third party perform the work. The cost of performing the work will be deducted from Lessee's annual rent. Alternatively, the Lessee may at this time inform the Government that he is incapable of performing the work.

If the Lessee submits a proposal and it is acceptable, the RECO will either; (1) issue a letter of authorization to proceed, advising a modification to the lease will be forthcoming or (2) forward a modification to the Lessee reflecting changes. Work should not begin until the Lessee has received a letter of authorization or a modification advising the Lessee to proceed with the work.

If the proposal is unacceptable, the Government will negotiate with the Lessee or determine alternative means of completing the required work.

When work is completed, Lessee and Navy Representatives will perform a joint inspection. If work is acceptable and within the time frame allotted, terms of the modification will be activated; i.e., rent reduction granted.

If it is determined during a joint inspection that the work was not completed properly or done within the required time frame, the Navy may, at its option, allow the Lessee additional time, not to exceed 25% of original time allotted, to complete the work or the Navy will have the work completed and charge the Lessee.

B. ENVIRONMENTAL/INDEMNIFICATION

In accordance with 10 U.S.C. 2692, the Lessee may not allow the treatment, storage or disposal of any Toxic or Hazardous materials on the leased premises. For the purposes of this provision, the terms “storage” and “Toxic or Hazardous Materials” are defined in 48 C.F.R. Part 252.223-7006.

The Lessee will reimburse the Lessor for all expenditures incurred if the Lessor is required by any regulatory authority or voluntarily chooses to undertake any Remedial Action to address Contamination on the leased premises resulting from the acts or omissions of the Lessee or its contractors. The Lessor shall contact the Lessee before taking any Remedial Action and give the Lessee a reasonable opportunity to undertake such Remedial Action if the Lessor believes that the Lessee has the capability to do so. Notwithstanding the above, the Lessee may immediately take any Remedial Action required of the Lessee by law.

During the term of this Lease, if the Lessee becomes aware that a Release of Toxic or Hazardous Materials has occurred that has resulted in Contamination of the leased premises, the Lessee will provide oral notice to the Lessor within 24 hours of becoming aware of such Contamination, providing all relevant facts and circumstances. The Lessor may request from the Lessee a more detailed written description of these facts and circumstances within a time period specified by the Lessor. The Lessee will promptly take all actions, at its sole expense, as are necessary to comply with all Applicable Environmental Laws relating to such Release, including reporting the occurrence to the appropriate Federal, State, or local regulatory authority or taking required Remedial Action, related to addressing the Contamination and to minimize the impacts of such Release. The Lessee will provide all information requested by the Lessor regarding such actions.

During the term of this Lease, the Lessee will ensure that all activities conducted by the Lessee or its contractors on the leased premises are carried out in compliance with Applicable Environmental Laws. The Lessee will provide oral notice to the Lessor within 24 hours of receiving any complaint, order, directive, claim, citation, or notice by any Governmental authority or any other person or entity with respect to a violation of Applicable Environmental Laws resulting from the activities of the Lessee or its contractors on the leased premises. The Lessee will promptly take all actions, at its sole expense, as are necessary to comply with all Applicable Environmental Laws as directed by any Federal, State, or local regulatory authority. The Lessor may request a more detailed written description of the events or circumstances leading to this event within a time specified by the Lessor. Without limitation of the foregoing, the Lessor may, but will not be obligated to, enter onto the leased premises and take any Remedial Action as it deems necessary or advisable to address any Contamination of the leased premises by Toxic or Hazardous Materials or to ensure compliance with Applicable Environmental Laws.

At any time, the Lessor or its representatives may conduct inspections on the leased premises to ensure compliance with Applicable Environmental Laws. To assist in this evaluation, the Lessee will provide to the Lessor or the Lessor’s representative, any and all books, records, or

documents in their possession, or in the possession of their agents or contractors, related to the activities or operations on the leased premises, which the Lessor or its representatives may examine, copy, or make extracts from.

As the Lessor deems appropriate, the Lessor may require that the Lessee, from time to time, promptly conduct such tests and procedures for the purpose of ensuring that the leased premises are in compliance with Applicable Environmental Laws and of having the leased premises certified to the Lessor as such. Such tests and procedures shall be conducted by recognized professionals to be approved by the Lessor and in a manner that is satisfactory to the Lessor. When requesting such tests and procedures, the Lessor will work with the Lessee to establish accepted timeframes, appropriate parties to perform the required activities, and schedules for performance. If an agreement cannot be reached regarding any of the foregoing, the Lessor or its representatives may undertake such tests and procedures, with the Lessee being obligated to reimburse the Lessor for all costs incurred.

For the purposes of this provision, the terms used above are defined as follows:

“Toxic or Hazardous Materials” means any hazardous, harmful, odorous, radioactive, toxic or dangerous waste, substance or material, including, without limitation, asbestos, polychlorinated biphenyls (“PCBs”) and petroleum products, and any hazardous or toxic substance, material or waste, or any pollutant or contaminant defined as such in, or for the purposes of, any environmental laws as are now or in the future may be in effect. The Lessee’s obligation under this provision shall extend to any and all such Toxic or Hazardous Materials whether or not such substance was defined, recognized, known, or suspected of being hazardous, toxic, dangerous, or wasteful at the time of any act or omission giving rise to the Lessee’s obligation.

“Contamination” means a level of Toxic or Hazardous Materials in the air, in or on soil, in the surface water, or in the groundwater that exceeds levels allowed by Applicable Environmental Laws.

“Applicable Environmental Laws” means any Federal, State, or local statute, law, ordinance, rule, regulation, or order (whether voluntary or not) that govern the activities or operations of the leased premises, or the persons carrying out those activities or operations, relating to the environment, natural resources, or human health and safety, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 *et seq.*), the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*), and the Occupational Safety and Health Act (29 U.S.C. § 651 *et seq.*), Superfund Amendments and Reauthorization Act Title III (SARA) Emergency Planning and Community Right-to-Know Act (EPCRA) reporting requirements (40 CFR 355, 40 CFR 370, 40 CFR 372 and 29

CFR 1910.1200), as such laws have been amended or supplemented now or in the future.

“Release” means any release, spill, emission, leaking, pumping, injection, deposit, disposal, leaching, or migration into the environment, whether accidental or otherwise, resulting from the act or omissions of the Lessee, its contractors, or by natural conditions.

“Remedial Action” means any investigation or monitoring of the condition of the leased premises or any cleanup, remedial, removal, or restoration work required or performed on the leased premises because of the presence, suspected presence, release, or suspected release of Toxic or Hazardous Materials.

The Lessor shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the leased premises by the Lessee, nor for damages to the property or injuries to the person of the Lessor’s officers, agents, servants, or employees, or others who may be on the leased premises at their invitation or the invitation of any one of them arising from or incident to governmental activities except as permitted under the Federal Torts Claim Act, 28 U.S.C. 2671 et seq.

C. APPLICABLE STATE AND CITY LAWS, CODES, AND ORDINANCES

The Lessee agrees to comply with all applicable State and City laws, codes and ordinances applicable to use of the leased premises at Lessee’s expense. Lessee further agrees to obtain all necessary permits and related items at Lessee’s expense.

D. RESTRICTIONS

The Lessee shall comply with the following restrictions on the use of the leased premises:

No substance shall be released into the air from the leased premises, which could impair visibility including, without limitation, emissions such as steam, dust, and smoke.

No lights shall be constructed, maintained, directed or allowed to shine from the said leased premises, which could interfere with or impair pilot vision. All light emissions must be shielded to prevent them from being used as geographic reference points by aircraft personnel.

No electrical emissions shall be emitted from sources situate on said leased premises which could interfere in any way with aircraft communications systems, ordnance or navigational equipment now in existence or hereinafter invented.

No garbage shall be dumped or placed and no feeding stations or other facilities attractive to birds shall be constructed or maintained on said leased premises. Trash, debris and empty

pesticides containers must be removed from Navy lands and properly disposed of each day at the Lessee's expense.

E. 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:

\$25,000	Third Party Property Damage
\$100,000	Third Party Personal Injury Per Person
\$300,000	Third Party Personal Injury Per Accident

The policy/certificate of insurance shall contain an endorsement reading as follows:

- 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 of America.
- 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 premises.
- e. This insurance certificate is for use of agricultural leased premises, 220 acres more or less, located at NOLF Silverhill, Alabama.

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.



Conservation Plan



Agricultural Outleasing N69450-16-RP-00008

Navy Outlying Landing Field (NOLF) Silverhill Silverhill, Alabama

1. LEASE AREA.

The lease area at the Navy Outlying Landing Field (NOLF) Silverhill consists of approximately 220 acres, in nine (9) parcels, inclusive of ditches, field borders, field roads, and other natural or man-made features of the landscape. The lease area is available for growing hay. Grazing of livestock is prohibited. The map of the lease area is provided as designated on Exhibit "A". Productivity of the leased land for any specific purpose is not warranted by the Government. Productivity and suitability must be determined by the Lessee. Assistance in determining productive capacity can be obtained from the USDA Natural Resources Conservation Service. All lease areas shall be subject to the restrictions and guidelines provided in this Conservation Plan.

- a. Access Area.** Ingress and egress to and from the leased area will be allowed to the Lessee or his authorized representatives through gates on roads located on the Station, and shall be from locations and along routes designed by the Government Representative. No parking or blocking of these gates, roads, or streets will be permitted. All gates shall be kept closed and locked at all times except when actually being used for ingress or egress. The Lessee shall maintain close contact with the designated Government Representative in conformance of the provisions of this lease.
- b. Government Access.** Lessee will allow Government personnel vehicular ingress and egress to leased area in order to conduct necessary Government business.
- c. Productivity.** Productivity of the leased land for any specific purpose is not warranted by the Government. Productivity and suitability must be determined by the Lessee. Assistance in determining productive capacity can be obtained from the USDA Natural Resources Conservation Service (NRCS).
- d. Use of Property.** The property may be used to produce hay.

2. REIMBURSABLE WORK.

No reimbursable work is scheduled during the time of this Lease. However, the following procedures are provided so such work can be accomplished if the need arises:

a. Reimbursable Work Defined. "Reimbursable Work" is Long Term Maintenance work which the Navy has determined necessary for the improvement and productive use of the outleased property. "Long Term Maintenance" shall mean items of soil and water conservation work and certain other items of protection, preservation, maintenance, repair, or restoration of the lease area and improvements thereto. This will exclude work required by Section 3 of the Conservation Plan to be performed at Lessee's expense. Such reimbursable work shall be approved and directed in writing by the Government

b. Reimbursable Work Applied. The following procedures for reimbursable work apply:

(1) The Natural Resources Manager will prepare a Scope of Work and Government Cost Estimate. Scope of Work will include what work is to be done and identify how or what method should be used to complete the work. It will also include a time schedule in which the work must be completed.

(2) The Natural Resources Manager will forward the Scope of Work and Government Cost Estimate to the Real Estate Contracting Officer.

(3) The Real Estate Contracting Officer will forward the Scope of Work to the Lessee and request a cost proposal.

(4) The Lessee will send a cost proposal to the Real Estate Contracting Officer. This proposal may be based on Lessee having a third party perform the work. The cost of performing the work will be deducted from Lessee's annual rent. Alternatively, the Lessee may at this time inform the Government that he is incapable of performing the work.

(5) If the Lessee submits an acceptable proposal, the Real Estate Contracting Officer will either; (1) issue a letter of authorization to proceed, advising a modification to the lease will be forthcoming, or (2) forward a modification to the Lessee reflecting changes. Work should not begin until the Lessee receives a letter of authorization or a modification advising the Lessee to proceed with the work.

(6) If the proposal is unacceptable, the Government will negotiate with the Lessee or determine alternative means of completing the required work.

(7) When work is completed, Lessee and Natural Resources Manager will perform a joint inspection. If work is acceptable and within the time frame allotted, terms of the modification will be activated; i.e., rent reduction will be granted.

(8) If it is determined during a joint inspection that the work was not completed properly or done within the required time frame, the Government may, at its option, allow the Lessee additional time, not to exceed 25% of original time allotted, to complete the work or the Government will have the work completed and charge the Lessee.

c. Unscheduled Maintenance/Improvement Projects (Reimbursable): The Lessee may be requested to accomplish certain agricultural outleasing improvement projects which are not a requirement of this lease, but which, if Lessee agrees to perform, shall be funded by the Government with funds authorized under the National Defense Authorization Act for that fiscal year. The procedure for approval and reimbursement of such authorized work shall be the same as detailed in Section 2 (Reimbursable Work) of this Conservation Plan. All such work shall be approved and directed in writing in advance by the Real Estate Contracting Officer. The Government reserves the right to publicly advertise this work to obtain competitive bids.

3. NON REIMBURSABLE WORK.

These are practices or work which the Lessee is expected to adhere to or perform at no cost to the Government because they are considered normal, wise use of the land and natural resources, or are necessary for the Navy to accomplish the military mission of the land.

a. Cutting Grass for Hay. Lessee shall make at least three (3) cuts between April and December of each year. The grass will be cut often enough to prevent severe weed infestations and present a properly groomed hayfield. It is required that the grass not be allowed to stand beyond normal maturity for the Baldwin County areas and that it be harvested often as normal and as recommended by the Government Representative and the NRCS. The grass will be cut to a height of three to four inches.

b. Harvesting and Removal of Hay. When harvesting hay within the "Clear-Zone" (defined as 550 feet off of the runway sides measured from the runway centerline, and 1,000 feet off of the approach end of the runway), baling is to take place only during non-flight periods, such as weekends or Federal Holidays. In no case shall bales or rolls be within the Clear-Zone during flight operations. All remaining hay areas can be baled at the Lessee's discretion on a not to interfere basis with flight operations. The mowed grass may be permitted to remain on the ground for the

time or period necessary to cure. The Lessee shall be allowed access to the area to perform such windrowing, turning, raking, and baling as necessary to accomplish curing, harvesting, and removal of harvested material from the premises. Hay may remain on Navy-owned premises for a period not to exceed fourteen (14) days after cutting. However, in no case shall bales or rolls be stored within the previously described "Clear-Zone". All harvested material must be removed from Navy-owned premises within fourteen (14) days. If hay becomes damaged to the point it is no longer useful due to improper curing or excess moisture, the Lessee will remove the baled or windrowed hay immediately and spread the material evenly over the lease area. Failure of the Lessee to properly carry out this requirement will result in the Navy taking corrective action. A penalty of \$200.00 for each day required to remove the bales or windrowed hay will be assessed the Lessee by the Navy. Subsequent hayland work will not be permitted to continue unless these requirements are satisfied.

- c. Mowing Vegetative Growth.** Vegetative growth (around trees, poles, at perimeters etc.) remaining in the lease area after harvesting shall be cut separately by the Lessee, as part of the harvest effort, with appropriate mowing equipment. No areas shall be left un-mowed regardless of its usefulness as hay. Subsequent hayland work will not be permitted unless all vegetative growth in the lease area is cut at the time of harvesting.
- d. Weed Control in Hayland.** Lessee shall control existing and future undesirable weeds (i.e., sandspurs, Johnson grass, Purple Lovegrass, etc.) by mechanical methods or Government approved chemical methods. (See paragraph I.)
- e. Navy Maintenance Areas.** Lessee shall not mow the grass within the strip of land 100 feet in width along the runway sides, 200 feet off the approach ends of the runways, within 20 feet of any Navy fence, or within any area designated as a Navy Maintenance Area. The Government shall mow and maintain these areas, and around all items such as runway and taxiway lights, runway distance marketers, navigational devices, antenna structures, etc., including all areas which adjoin leased premises. The Lessee shall instruct personnel operating equipment as to the location and avoidance procedures of these areas and facilities.
- f. Erosion Control.** Prudent erosion control measures will be applied by Lessee as prescribed from time-to-time by the Government Representative to reduce the loss of soil due to the actions of ground disturbance, related other work, wind, or water.

g. Debris Control. Lessee shall promptly and properly clean up the areas used by its personnel and agents. All refuse and debris generated at work sites will be disposed of by Lessee in a manner satisfactory to the Government.

h. Proper Farm Equipment. Hydraulic connections on all power-driven equipment will be made in a manner to prevent oil leaks. The storage of fuel for equipment use will be in accordance with Government regulations. The Lessee will not authorize or permit the use of crawler tractors, or other tracked vehicles, or spike wheeled vehicles that will injure, impair, or cut into the surface on any pavement within the installation. Soil, mud, or debris of any type, which is deposited on installation roads by farm equipment, must be removed immediately by Lessee. All equipment shall be inspected and approved by the Government Representative prior to use. All equipment used in the leased area shall be equipped with an approved yellow "caution" warning light for airfield safety purposes.

i. Rodent, Insect, and Other Pest Control. Undesirable rodents, insects, and other pest species, including invasive plant species such as sandspurs, Johnson grass, Purple Lovegrass, may be controlled by the Lessee at the Lessee's expense on the leased area. The Lessee is responsible for obtaining all required permits for pest control activities referenced by this paragraph. The Lessee shall also coordinate all control activities with the Government Representative in advance and Government approval is required prior to any Pest Control operations. See paragraph (j) for specific reporting requirements for pest control actions. Any controls required by the Government for other than normal cultural practices in the area will be at the Government's expense (see paragraph l.) below.

j. Hunting and Trapping. Hunting or trapping of wildlife will not be permitted unless authorized by the Contracting Officer in writing.

k. Fire Management.

(1) **General.** All farming practices shall be conducted in a manner to prevent and/or reduce fire hazards. Engine-driven equipment utilized by the Lessee will be equipped with operable spark arrestors, mufflers, and tail pipe assemblies. In addition, any 1975 or newer vehicle having a catalytic converter pollution control device may not be driven off improved roads. Hydraulic connection on all equipment used on the area shall be made in a manner to prevent oil leaks.

(2) Prescribed Controlled Fire. The use of prescribed controlled fire is authorized as a management practice for authorized work. Requests for the use of prescribed controlled fire shall be made in writing to the Government Representative at least one (1) week prior to the desired burn date. The use of such fire will be subject to approval and conditions or restrictions issued by the Alabama Forestry Commission and the Navy Fire Department.

(3) Storage of Equipment & Flammable Materials. Equipment fuel and oil may be stored on the leased property only in an area approved by the Government. Said storage area will 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 this area.

l. Pesticide Application and Management. All applications of pesticides including herbicides insecticides, fungicides, and rodenticides by the Lessee shall be accomplished in compliance with Department of Defense, State, and EPA requirements for Pest Control Operations, and all applicable safety and environmental protection requirements. In this regard all applications of pesticides must have the advance written approval of the Government Representative. The Government reserves the right to limit the chemical materials to be used. In addition, any State or County permits required for application of a particular pesticide shall be obtained by the Lessee prior to the application. Specific and complete information on pesticide applications will be furnished by the Lessee to the Government Representative who will report all pesticide usage in accordance with Department of Defense requirements. The Government shall observe and approve all pest control operations conducted on the leased area. Upon requests, the Lessee shall provide the Government Representative with one copy of the invoices for pesticides purchased and used on the leased premises. The Lessee will be responsible for damage to non-lease areas as a result of pesticide applications.

m. Inspection Reports. The Lessee will be available to meet with the Government Representative quarterly or as warranted to discuss the Lease, the progress made toward completing lease work requirements on schedule, and any proposed changes.

Quarterly inspections will be made by the Government Representative and submitted using Exhibit "B" noting:

- Lessee's required land management work for the lease term.
- Lessee's progress toward completing maintenance requirements.
- Maintenance work requiring attention.
- General condition of field.
- Related problems occurring during the reporting quarter.

An annual inspection will be made at least thirty (30) days prior to the end of each lease period. The results will be reported on Exhibit "C." A copy of all reports will be forwarded to NAVFAC Southeast (Code EV22) by the Government Representative.

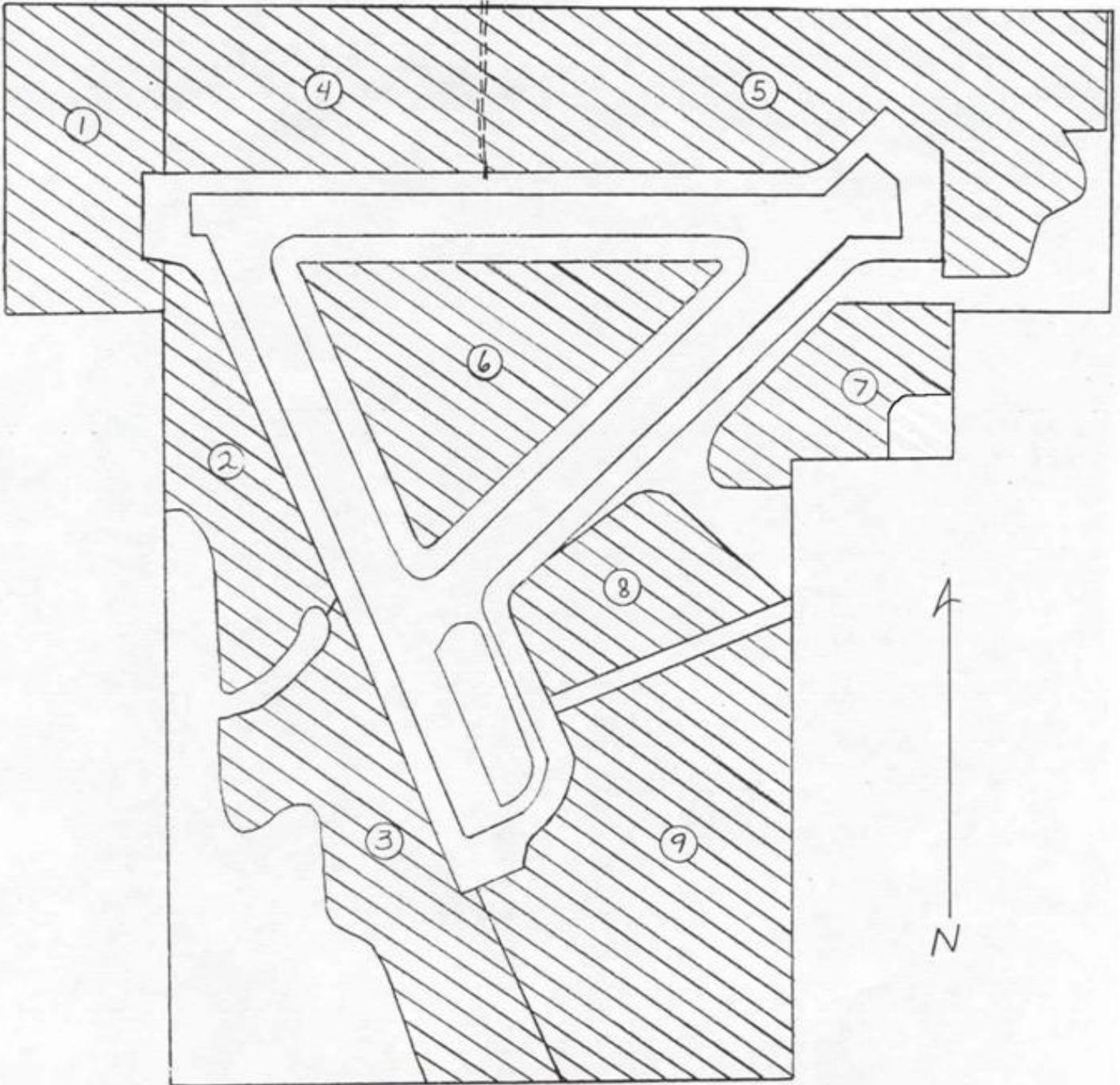
4. EXHIBITS

Exhibit "A" - Outlease Map

Exhibit "B" - Quarterly Summary Report

Exhibit "C" - Annual Inspection Report

NOLF Silverhill
 Agricultural Outleasing
 N69450-16-RP-00008



OLF SILVERHILL
 BALDWIN COUNTY ALABAMA
 SCALE: 1" = 660'
 AG OUTLEASE AREA: 

AREA	ACRES	AREA	ACRES
1	20.0	5	44.5
2	15.0	6	27.0
3	25.5	7	10.5
4	21.5	8	12.0
		9	44.0
		TOTAL	220.0



Quarterly Summary Report

MWO#: 1396851

LO- 10360

From: Natural Resources Manager

Lease Year: _____ Quarter: _____

To: _____

Date Prepared: _____

cc: _____

Contract Number: N69450-16-RP-00008

Field Identification: _____

The work practices below listed are defined in the Conservation Plan, Attachment No. 1 to this Lease, paragraph 3. NON REIMBURSABLE WORK

<u>3. NON REIMBURSABLE WORK</u>	<u>N/A</u>	<u>Satisfactory</u>	<u>Unsatisfactory</u>	<u>Comments</u>
a. Cutting Grass for Hay	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b. Harvesting and Removal of Hay	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c. Mowing Vegetative Growth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
d. Weed Control in Hayland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
e. Weed Control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

REMARKS: _____

All work above was examined in the field with the Lessee to determine if it complies with the Conservation Plan. The Lessee has been notified, in writing, of deficiencies and action taken to remedy unsatisfactory work

Representative: _____
(print name)

Signature: _____

Title: _____

Date _____



Annual Inspection Report

MWO#: 1396851
LO- 10360

Lease Year: _____
 Date Prepared: _____
 Contract Number: N69450-16-RP-00008

The work practices below listed are defined in the Conservation Plan, Attachment No. 1 to this Lease, paragraph 3. NON REIMBURSABLE WORK

3. NON REIMBURSABLE WORK	N/A	Satisfactory	Unsatisfactory	Comments
a. Cutting Grass for Hay	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b. Harvesting and Removal of Hay	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c. Mowing Vegetative Growth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
d. Weed Control in Hayland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
f. Erosion Control / g. Debris Control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
i. Rodent, Insect, & Other Pest Control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
k. Fire Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
lj. Pesticide Application & Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Discussed Inspection with Lessee on _____.

Has Lessee contacted Contracting Officer about Problems? Yes No

Has Lessee suggested improvements to the Lease Agreement? Yes No

Please explain "Yes" answers below:

Representative: _____
(print name)

Lessee: _____
(print name)

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____