

Station: NAS Fallon, Nevada
Parcel #: 4A02
Contract #: N6247327RP00031

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 Systems 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 NAVAL AIR STATION FALLON, FALLON, NEVADA, hereinafter called the "STATION". That portion is hereinafter called the "LEASED PROPERTY" and is described as follows:

A) Parcel 4A02, consisting of approximately 351 acres, is identified and delineated in Exhibit "A", attached hereto and made a part hereof.

B) The 351 acres consists of the following:

Irrigated Cropland (water-righted)	+/- 110 acres
Rangeland	+/- 241 acres

Total farmable acres = +/- 110 acres

C) Pursuant to Clause 13, acreage may need to be removed from the LEASED PROPERTY for potential future GOVERNMENT authorized projects. The acreage, if removed, may consist of a portion of the LEASED PROPERTY or may require the termination of the LEASE in its entirety. If necessary, the acreage removal or termination will be documented with the issuance of a unilateral modification. A minimum of 30-day notice will be afforded to the LESSEE. If required, an updated map (Exhibit "A") and updated rent table, Clause 3) **RENT**, will be adjusted accordingly.

- 2) **TERM:** The term of this LEASE will be for the period beginning February 1, 2027 and ending on January 31, 2032 UNLESS sooner terminated in accordance with Clauses 13 and 14 hereof, or extended in accordance with Clause 4, OPTION TO EXTEND THE TERM OF THE LEASE.

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

TERM	Rent Per Acre	Annual Rent	Sub-Total (Lease Term)
Firm Term: One (1) Five-Year Term Feb 1, 2027 - Jan 31, 2032	\$ _____	\$ _____ (Rent x 110 Acres)	\$ _____ (Annual Rent x 5 Years)

Option 1: One (1) Five-Year Option Term Feb 1, 2032 - Jan 31, 2037	\$ _____	\$ _____ (Rent x 110 Acres)	\$ _____ (Annual Rent x 5 Years)
Total Rent for 10 Year Lease Term: (Including One (1) Five-Year Firm Term and One (1) Five-Year Option Term)			\$ _____

- A) LESSEE agrees to pay the GOVERNMENT annual rent in the amount of \$ _____ for the initial LEASE term payable in advance at the rate of _____ per _____ (annum, semi-annum, quarterly). LESSEE agrees to pay the GOVERNMENT annual rent in the amount of \$ _____ for the option term(s), if exercised. Rental payments shall be made online at pay.gov. Payments shall be delivered to the Real Estate Contracting Officer, subject to any allowance for credit for work approved and performed pursuant to Clause 8 of this LEASE. If a payment issued by and drawn on the account of the LESSEE is not received timely in accordance with the LEASE, the payment will be deemed delinquent, and interest will accrue at the rate published by the Department of the Treasury's Bureau of the Fiscal Service each year. LESSEES who are chronically delinquent in the submittal of their rental payments may be deemed as a not responsible bidder for future Navy Agriculture Lease advertisements. The date of receipt of rental payments will be the deemed date of payment.
- B) As additional consideration, the LESSEE also hereby **agrees to pay** 100% of the annual irrigation charges, and associated operations and maintenance costs due by the date established by the Truckee Carson Irrigation District (TCID), as well as any additional and/or supplemental fees, charges, or related requests for payment that are assessed and associated with the leased premises, received from TCID and/or its successors and assigns, regardless of the amount of irrigation waters delivered to this parcel. The Navy does not make any guarantees regarding the quantity or the quality of irrigation water available from TCID. The TCID normal water allocation is 3.5 acre feet per acre.
- C) If TCID water allocation is **equal or less than 60%**, a rental rate adjustment shall be applied. The revised rental rate shall be determined by the allocation set by TCID. Upon final allocation determination, the GOVERNMENT shall initiate a unilateral modification to the LEASE to adjust the annual rent accordingly.
- 4) **OPTION TO EXTEND THE TERM OF THE LEASE:** The LEASE may be renewed at the sole option of the GOVERNMENT for one (1) additional five-year option term, under the same terms and conditions contained herein. The GOVERNMENT shall exercise its option 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 five-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 within.
- 5) **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. All use of the LEASED PROPERTY must be in accordance with the Soil and Water Conservation Plan for Agriculture Outlease, Exhibit "B," attached hereto and made a part hereof. All uses of land of the STATION 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.

- A) The LEASED PROPERTY shall be used solely for agricultural purposes with a limited possibility of grazing ONLY upon request and written approval from the STATION as a temporary, short duration weed control measure. Grazing approval will be based on current conditions and forage availability. It is the express intent of the GOVERNMENT not to let the water-righted land lay fallow, but rather to have the available irrigation waters used to maximum extent possible with sound agricultural practices. **The LESSEE shall in no manner substantially change the contour or condition of the land without expressed written authority from the GOVERNMENT and with the concurrence of the STATION.**
- B) The use of LEASED PROPERTY for personal or private use is prohibited. Human occupancy is not allowed. Commercial wholesale or retail sales operations are not allowed on the STATION.

6) **PERFORMANCE BOND OR SECURITY DEPOSIT:**

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, as provided by the GOVERNMENT, 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 "Department of the Navy"; 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 **"U.S. Department of the Navy."**

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 One (1) five-year option term exercised thereafter, the Certificate of Deposit or Performance Bond can be secured for the full five-year option term. If LESSEE shall fully and faithfully comply with all the terms and conditions of this LEASE, upon the expiration or earlier termination of the LEASE, the GOVERNMENT shall release its interest in the Certificate of Deposit or Performance Bond. In the event the LESSEE breaches the LEASE, the GOVERNMENT shall have the right to withhold its interest in the Certificate of Deposit and use the proceeds therefrom to cure such breach, or make demand on the Surety under the Performance Bond.

7) **INSURANCE REQUIREMENTS:**

A) Prior to award of the LEASE, the LESSEE shall submit a certificate of insurance meeting the following requirements.

I) Public Liability and Property Damage shall meet the following requirements at a minimum:

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

II) The policy/certificate of insurance shall contain the following endorsements:

(a) 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.

(b) 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...."

(c) 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 Naval Air Station Fallon, Fallon, Nevada.

(d) This insurance certificate is for use of the LEASED PROPERTY at Naval Air Station Fallon, Fallon, Nevada, Contract Number **N6247327RP00031** for **Parcel 4A02**.

(e) 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 **U.S. Department of the Treasury**.

B) 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.

8) **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 Clauses 5 (A) (1) through (13) of the Soil and Water Conservation Plan of this LEASE, attached hereto as Exhibit "B".

B) The LESSEE agrees to perform reimbursable Conservation and Maintenance related work as approved or directed by the GOVERNMENT. Upon prior approval and subsequent completion of such work 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 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 and forwards such bids to the Real Estate Contracting Officer. LESSEE may elect to do the work him/herself, and 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 is validated with 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 33(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 THEREFORE.

- 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 35(K)(I).
- 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 13 and 14, 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.

9) **GENERAL MAINTENANCE OBLIGATION:** LESSEE, at its own 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.

10) **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 7 hereof. However, LESSEE shall provide, maintain, change or discontinue such insurance as the Local Government Representative 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 8 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 a certificate of insurance 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 the LESSEE as the insured party, or as additional insured in the event the LESSEE name differs from the name of the policy holder.

- 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 paragraph (A) of this Clause, LESSEE shall promptly give notice thereof to the Real Estate Contracting Officer and, to the extent of its liability as provided in paragraph (A) 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 paragraph, 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.

- 11) **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.

- 12) **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.

13) **TERMINATION BY GOVERNMENT:**

- A) The GOVERNMENT shall have the right to terminate this LEASE in part or whole, 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, but if the GOVERNMENT's requirements necessitate immediate repossession of the LEASED PROPERTY, so as 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 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.
- 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:
 - I) The costs incurred in resuming possession of the LEASED PROPERTY.
 - II) The costs incurred in performing any obligation on the part of LESSEE to be performed hereunder.
 - III) 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.

14) **TERMINATION BY LESSEE:**

- A) LESSEE shall have the right to terminate this LEASE upon ninety (90) 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:
 - I) 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
 - II) 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, or at the end of any succeeding year, by providing the GOVERNMENT at least 180 days advance written notice.

- 15) **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.

- 16) **RESTORATION OF LEASED PROPERTY:** Before the expiration of the LEASE, or prior to surrender of the LEASED PROPERTY if the LEASE has been terminated prior to LEASE expiration (subject to the language below), 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.

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

- A) 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.
- B) All improvements constructed or installed by the LESSEE on the LEASED PROPERTY, with the limited exception of pumps, holding tanks, motors, portable offices, and other portable equipment, whether constructed or installed at LESSEE's expense or on a reimbursable basis, become the property of the GOVERNMENT upon expiration or earlier termination of the LEASE, without any payment being made by the GOVERNMENT, unless prior written approval, in accordance with paragraph (A) of this clause, allows for the removal of such improvements. With regard to pumps, holding tanks motors, portable offices, and other portable equipment, such items must be removed from the LEASED PROPERTY 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 such pumps, holding tanks motors, portable offices, and other portable equipment 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 LESSEE, but such abandonment shall in no way reduce any obligation of LESSEE to the GOVERNMENT pursuant to Clause 16 hereof.

- 18) **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 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.
- 19) **UTILITIES AND SERVICES:** The GOVERNMENT does not guarantee any specific utilities and/or services for the LEASED PROPERTY.
- A) In the event the GOVERNMENT furnishes the LESSEE with any utilities and/or services maintained by the GOVERNMENT, LESSEE shall pay the GOVERNMENT the charges therefore, in addition to the cash rent (and any other charges/payments) required under this LEASE. 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 (by the GOVERNMENT or by any third party) to the LESSEE.
- B) For any utilities as required by LESSEE in their use of the LEASED PROPERTY, provided and maintained by third party utility providers, all such charges and related fees will be at the sole cost and expense of the LESSEE. Notwithstanding the requirements set forth in Clause 3 (B), any such charges for utilities and services, and the method of payment thereof, shall be determined by the appropriate supplier of such service. The LESSEE shall first obtain the GOVERNMENT's approval prior to the installation and operation of any required connecting and metering equipment.
- C) The LESSEE hereby authorizes the GOVERNMENT access to any and all utility information applicable to the LEASED PROPERTY. Upon request, LESSEE shall provide to GOVERNMENT any or all utility or service use information pertaining to the LEASED PROPERTY, including information gathered by metering equipment, while this LEASE remains in effect.
- 20) **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.
- 21) **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.

- 22) **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 23 hereof.

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

- A) This LEASE is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. § 7101-7109)
- 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 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. 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) 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 Systems 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 Systems Command, Southwest.
- I) The LESSEE shall provide the certification specified in Clause 23 (C) of this clause when submitting any claim exceeding \$100,000.
- II) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- III) 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."

- IV) 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 Systems 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 Systems 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, Naval Facilities Engineering Systems 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 Systems 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 Systems 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 Systems 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 Systems 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 Systems 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 Systems Command, Southwest. This clause does not apply upon termination of this LEASE, pursuant to Clause 13, TERMINATION BY GOVERNMENT, or Clause 14, TERMINATION BY LESSEE, herein.
- 24) **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.

25) **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.

26) **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.

27) **ASSIGNMENT OR SUBLETTING:**

A) The LESSEE shall neither transfer, assign, nor sublet this LEASE or any interest in it, or any property on the LEASED PROPERTY, or grant any interest, privilege, or license whatsoever in connection with this LEASE without the prior written consent of GOVERNMENT. Consent shall not be unreasonably withheld or delayed. Any costs associated with subletting, transfer, and/or assignment will be at the LESSEE's expense and no cost to the GOVERNMENT.

B) LESSEE shall submit to GOVERNMENT for its prior written consent, a copy of each SUBLEASE that LESSEE proposes to execute. Such consent may include a requirement that LESSEE renegotiate the SUBLEASE to conform to the provisions of this LEASE. Consent to the SUBLEASE shall not be taken or construed to diminish or enlarge any of the rights or obligations of either of the parties of this LEASE. Should a conflict arise between the provisions of this LEASE and a provision of the SUBLEASE, the provisions of this LEASE shall take precedence. Upon its execution, a copy of each SUBLEASE shall be immediately furnished to the GOVERNMENT.

C) All requests for SUBLEASES will require review by the appropriate government agencies. Any costs associated with the modification of the LEASE, including but not limited to studies and environmental reviews, will be at no cost to the GOVERNMENT. Requests for a SUBLEASE shall include payment of a Real Estate Processing Fee at the discretion of the GOVERNMENT. If the request for a SUBLEASE is denied, the Real Estate Processing Fee will be returned, without interest, as soon as practicable.

D) Any SUBLEASE shall be subject to all terms and conditions of the LEASE, including all necessary technical studies and approvals. Any SUBLEASE requested by the LESSEE shall not be considered approved until appropriately reviewed and authorized by modification to the original LEASE. The rent adjustment to be paid to the GOVERNMENT shall be based on 50 percent of the actual sublease consideration (rents, fees, or other payments received) received by the LESSEE from the SUBLESSEE, including any

applicable utilities' costs received by the LESSEE from the SUBLESSEE. All requests from potential subtenants shall be processed by the LESSEE with due diligence. The LESSEE shall be responsible for notifying the GOVERNMENT of any requests for subleasing on the LEASED PROPERTY.

- E) Any SUBLEASE granted by LESSEE shall contain a copy of this LEASE as an attachment and be consistent with the terms and conditions of this LEASE and shall terminate immediately upon the expiration or any earlier termination of this LEASE, without any liability on the part of GOVERNMENT to LESSEE or any SUBLESSEE, except as specifically stated in this LEASE. No SUBLEASE shall relieve LESSEE of any of its obligations under this LEASE. Under any SUBLEASE made with or without consent of Government, the SUBLESSEE shall be deemed to have assumed all of the obligations of LESSEE under this LEASE. Every SUBLEASE shall be subject to, and shall be deemed to contain, the Environmental Protection provisions set forth in Clause 33 below.

28) 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.

~~B) INTENTIONALLY DELETED~~

- C) **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.
- D) **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-Healey Public Contracts Act (41 U.S.C. §§ 6501, et. seq.), is subject to the following provisions and exceptions of said Contract Work Hours Standards Safety Act and to all other provisions and exceptions of

said law:

- I) 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.
- II) In the event of any violation of the provisions of paragraph (i) 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 paragraph (i) 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 paragraph (i) above.

29) **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. Additional rules and regulations can be found in Clause 35 of this LEASE.

30) **NOTICES:** Notices shall be sufficient under this LEASE if made in writing and submitted in the case of LESSEE to:

[LESSEE'S OVERNIGHT MAILING ADDRESS AND PREFERRED EMAIL]

and in the case of the GOVERNMENT to:

Naval Facilities Engineering Systems Command Southwest
Attn: Real Estate, Floor 9
750 Pacific Highway
San Diego, CA 92132

Such notice shall be deemed to have been given unless delivered personally, five (5) days after deposited in the U.S. mail, postage pre-paid, certified mail, return receipt requested and addressed as set forth above or to such other address as either party shall have provided to the other by like notice; or upon twenty-four (24) hours after sent by e-mail without a non-delivery notification; or within twenty-four (24) hours, or the next business day if sent by an overnight delivery service such as FedEx. If the use of email is chosen, the receiving party has the option to request an original copy of the correspondence sent by mail in accordance with the requirements set forth above.

31) **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.

32) **ADMINISTRATION:** The Real Estate Contracting Officer specified in Clause 38 (B) of this LEASE shall, under the direction of the Commanding Officer, Naval Facilities Engineering Systems Command Southwest, 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.

33) **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 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.).
- 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 Nevada or any political subdivision thereof; or
- IV) Which contains gasoline, diesel fuel or any other petroleum hydrocarbons, polychlorinated biphenyls (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 LEASE, 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 of 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) The LESSEE shall restrict all maintenance activities involving hazardous materials (paints, oil, fuel, grease, lubricants, etc.) or having the potential to generate hazardous waste to the designated laydown area to the maximum extent practicable. LESSEE shall place drip pans under all equipment to prevent leakage of petroleum products or other contaminants (fuel, oil, hydraulic fluids, etc.) from contaminating the soil. If such leaks do occur, the LESSEE shall immediately remove and properly dispose of all contaminated soil off STATION. If LESSEE elects to use fuel, then the LESSEE shall provide secondary containment according to the requirements in 40 C.F.R. Part 112, prior to storing any fuel in any tank on the LEASED PROPERTY. LESSEE's compliance with 40 C.F.R. Part 112 shall be confirmed in writing by a STATION Representative.
 - (c) 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 (including, but not limited to, insecticides, herbicides, fungicides, rodenticides, algaecides) and fertilizers, or limited quantities of waste generated there from, pursuant to activities authorized under Clause 6 of the attached Exhibit "B." Prior to the use of any such chemicals on the LEASED PROPERTY, LESSEE shall comply with the approval requirements of Clause 6(A)(5) of the attached Exhibit "B."
 - (d) 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) Except as set forth in Clause 33 (A) (II), LESSEE covenants that it shall not cause any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the LEASE except as specifically approved by the Secretary of the Navy in accordance with 10 U.S.C. §2692. If such approval is obtained, LESSEE shall strictly comply with the Environmental Requirements, including applicable Federal, State, and local laws and regulations governing use, storage, and release reporting of Hazardous Materials

- on the LEASE and the management/disposal of Hazardous Materials. Except as specifically authorized by the GOVERNMENT in writing, LESSEE must provide at its own expense for 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 violation of the requirements of this condition shall be deemed a material breach of this LEASE.
- V) 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 any Clause in the LEASE 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.
- VI) 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, lawsuits, 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.
- VII) 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.
- 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 Nevada Department of Agriculture (NDA) and Pest Protection can provide the LESSEE with additional WPS information.
- IX) Pollution Prevention and Right-To-Know Information (May 2011)
- (a) *Definitions. As used in this clause—* “Toxic chemical” means a chemical or chemical category in listed in 40 CFR 372.65.
- (b) Federal facilities are required 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).

- (c) The LESSEE shall provide all information needed by the Federal facility to comply with the following:
- (i) The emergency planning reporting requirements of Section 302 of EPCRA.
 - (ii) The emergency notice requirements of Section 304 of EPCRA
 - (iii) The list of Material Safety Data Sheets required by Section 311 of EPCRA
 - (iv) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA
 - (v) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section §13106 (6607) of PPA

34) SAFETY AND HEALTH REQUIREMENTS:

- A) As an active military installation, certain munitions and/or explosives are present on the STATION. Pursuant to applicable explosives safety regulations, a safety zone is established around explosives storage sites, the combat aircraft loading area (CALA), and the weapons assembly buildings. LESSEE is hereby notified that the LEASED PROPERTY is within the 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. The land preparation, planting, cultivation, irrigation, and harvesting of alfalfa and hay with cattle grazing during non-growing seasons shall be permitted. Two to four Agricultural workers will be allowed on LEASED PROPERTY during ordnance operations with an annual explosives safety brief.
- B) For safety purposes, the LESSEE and all LESSEE representatives and employees shall attend an explosives safety briefing, arranged by the STATION CONTACT, prior to accessing the LEASED PROPERTY. The briefing for the LESSEE, and its representatives and employees, must be conducted and attended annually. The explosives safety briefing may also be required for contractors and agents associated with the LESSEE at the STATION's discretion. Within five (5) calendar days of LEASE execution, LESSEE shall contact the STATION POC (775) 426-2956 to attend an explosive safety brief.
- C) 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.
- D) 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.
- E) 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.
- F) 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.
- G) The SHP shall be continuously reviewed throughout the life of the LEASE. At a minimum, reviewed yearly and amended as necessary, especially when new hazards, not originally identified in the program, are discovered.
- H) A copy of the written SHP shall be on site and be made available to any contractor, subcontractor, to employees, OSHA, and other federal, state and local agency with regulatory authority over the site.
- I) 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.
- 35) **SPECIAL PROVISIONS:** In accordance with Clause 29, Government Rules and Regulations hereof, the following additional requirements are prescribed at this time:
- A) Operation of unmanned aerial vehicles (also known as "drones") is prohibited on the STATION, in accordance with 10 United States Code §130i and Federal Aviation Administration regulations.
 - B) Photography and Video surveillance:
 - I) Under this Clause, the term "Photograph" pertains to any image, or recording, from all devices capable of creating a visual image. Devices include but are not limited to, cameras, whether digital or film, still or motion; cell phones; drawings or sketches, or any other device that is capable of recording or making a visual record.
 - II) Under 18 U.S. Code § 795, it is unlawful to make any photograph, sketch, picture, drawing, map, or graphical representation of naval installations or equipment without first obtaining consent of the Commanding Officer. No person shall photograph any portion of the Installation, naval unit, equipment, or any activity that relates to the movements, locations, or capabilities of such unit or equipment without the express written consent of the Commanding Officer. Persons in violation of 18 U.S. Code § 795 shall be fined under that title or imprisoned not more than one year, or both.
 - III) If the LESSEE has a bonafide need to make use of a photograph created from any of the types listed in Clause 35(B)(I), LESSEE shall submit a written request to the GOVERNMENT to first obtain consent of the Commanding Officer. After consent of the Commanding Officer is received, LESSEE shall only make use of photographs for the specific purpose for which consent was granted. LESSEE shall abide by any additional rules or regulations as determined by the GOVERNMENT as a condition of such consent.
 - C) Possessory Interest Tax: Where applicable, the leasehold interest in GOVERNMENT-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.

- D) 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 and 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.
- E) In the event LESSEE stores fuel and/or motor oil, LESSEE shall bring secondary containment into compliance with 40 C.F.R Part 112.
- F) LESSEE shall not mix or store pesticides, herbicides or fertilizers on the LEASED PROPERTY. LESSEE shall be allowed temporary staging of Authorized Use List (AUL) approved pesticides, herbicides or fertilizers. Temporary staging is defined as the duration of any application of the approved product. Under no circumstances shall LESSEE be allowed overnight staging. LESSEE shall conduct decontamination of applicators of pesticides, herbicides, and fertilizers off the LEASED PROPERTY.
- G) 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.
- H) 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.

(a) LESSEE Alternative Point of Contact authorized to act on behalf of the LESSEE in emergency situations:

Name:
Address:
Home/Office Telephone:

Mobile Telephone:
Email:

- I) Hazardous Waste: Notwithstanding Clause 33, all hazardous waste generated on the LEASED PROPERTY must be transported and disposed of offsite in accordance with federal, state, and local law. The LESSEE shall use its own EPA Identification Number and all hazardous waste shipments must be accompanied by a manifest listing the LESSEE's EPA ID Number. LESSEE shall provide copies of the manifests to the Base Environmental Department point of contact.
- J) The LESSEE shall coordinate all activities with the STATION POC or his/her designated representative identified in Clause 35 (K)(III) below. GOVERNMENT Points of Contact (POC) are identified below:

I) LEASE Issues:

Naval Facilities Engineering Systems Command Southwest
750 Pacific Highway
Real Estate, Floor 9
Attn: Ralna Martinez
San Diego, CA 92132
Telephone: (619) 705-4478
Email: ralna.c.martinez.civ@us.navy.mil

II) Soil and Water Conservation Plan Issues (Natural Resources POC)

Naval Facilities Engineering Systems Command Southwest
750 Pacific Highway
Attn: Bryan Munson
San Diego, CA 92132
Telephone: (619) 705-5665
Email: bryan.g.munson2.civ@us.navy.mil

III) Station Point of Contact (STATION POC)

Zackary Bowers
Naval Air Station Fallon
Environmental Div: Natural Resources
4755 Pasture Rd.
Fallon, Nevada 89495-5000
Telephone: (775) 426-2956
Fax: (775) 426-2663
E-mail: zackary.l.bowers.civ@us.navy.mil

36) **EXECUTION BY LESSEE:**

LESSEE: _____
(print name of person or entity from page 1)

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

(names)

Tax Identification #: _____

Mailing Address: _____

FedEx Mailing Address: _____

(cannot be PO Box) _____

Home/Office Telephone: _____

Mobile Telephone: _____

24 Hour Emergency Phone: _____

E-mail Address: _____

Signature of LESSEE Date

Name of LESSEE Witness

For Corporation LESSEE, certification by Secretary or Assistant Secretary of the Corporation:

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

ITS Title

37) **EXECUTION BY THE GOVERNMENT:**

THE UNITED STATES OF AMERICA
Department of the Navy
Naval Facilities Engineering Systems Command Southwest
Real Estate, Floor 9
750 Pacific Highway
San Diego, CA 92132

ALIA A. SUMPTER
Real Estate Contracting Officer

Date

38) **NAVY IDENTIFICATION DATA:**

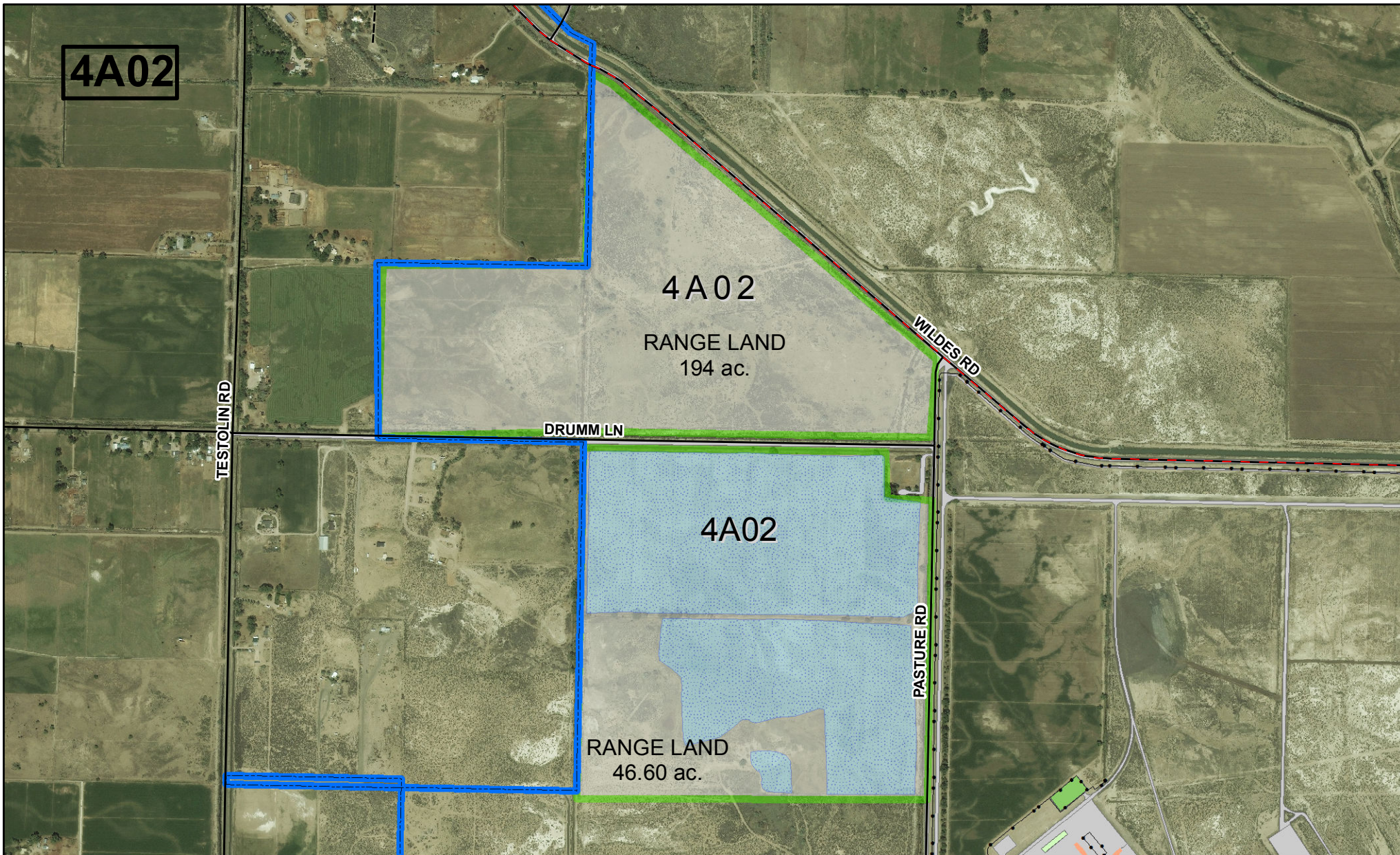
i) **N6247327RP00031, Parcel 4A02**

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

Naval Air Station Fallon
Environmental Management Division
ATTN: Zackary Bowers
4755 Pasture Rd.
Fallon, Nevada 89495-5000
Telephone: (775) 426-2956

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

ALIA A. SUMPTER
Real Estate Contracting Officer
Naval Facilities Engineering Systems Command Southwest
ATTN: Real Estate/Alia Sumpter
750 Pacific Highway, Floor 9
San Diego, CA 92132



Legend

NAME

- 4A02 Agricultural Lease Parcel
351 acres / 240.60 Rangeland
- Water Rights , TCID Serial No.
980-2, 110.40 acres

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 Prepared By: Cindy Deeds Wirick
 Asset Management - GIS
 Date: 2/22/2016
 Contact: cynthia.wirick@navy.mil
 Coordinate System: WGS 1984, UTM Z11N
 Projection: Transverse_Mercator
 Datum: D_WGS_1984

SOIL AND WATER CONSERVATION PLAN FOR AGRICULTURE OUTLEASE NAVAL AIR STATION FALLON, NEVADA PARCEL 4A02

The LESSEE shall apply conservation measures and use the premises of the Naval Air Station Fallon (STATION), by following the minimum requirements contained in this document. It is expected the LESSEE will perform other agricultural practices that will increase production of crops and preserve the productivity of the soil.

The agricultural/grazing outlease parcel is part of the greenbelt area that surrounds the airfield. The soil and plants on these parcels must be managed and protected for fire safety, dust control, and to reduce foreign object damage to aircraft. The LESSEE shall apply conservation measures and use the premises of the STATION by following generally accepted agricultural practices. The LESSEE shall in no manner substantially change the contour or condition of the land without the express written authority from the GOVERNMENT and with written concurrence from 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 the GOVERNMENT, and with concurrence from the STATION.

1. **DESCRIPTION:** The LEASED PROPERTY is located on Naval Air Station Fallon, in Churchill County, Nevada. The STATION is located approximately two miles south and five miles east of the City of Fallon, Nevada. Parcel 4A02 is approximately 351 acres consisting of approximately 110 water righted acres and approximately 241 rangeland acres. Access to Parcel 4A02 is through a gate on the western side of Pasture Road near the intersection of Drumm Lane and Pasture Road. The Main Gate of the STATION is located three miles south on Pasture Road (Exhibit "A" parcel map).

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 used solely for agricultural purposes with a possibility of limited livestock grazing to control weeds and limit fire hazard. Human occupancy is not allowed. Commercial wholesale or retail sales operations are not allowed on the LEASED PROPERTY.

It is the express intent of the GOVERNMENT to not let the water-righted land lay fallow during the growing season, but rather to have the available irrigation waters used to the maximum extent possible with sound agricultural practices. The water-righted fields must be planted with crops and shall be irrigated. Typical crops grown on the irrigable fields are: grasses, and/or legumes for hay or silage. **The planting of corn, vineyards, orchards, rice crops, or sod farming is not allowed.** Use of additional crops upon request and approval from GOVERNMENT.

Livestock grazing may be allowed as a temporary, short-duration weed control and fire hazard reduction measure in rangeland areas and to remove residual vegetation from irrigated fields during the winter. **Grazing shall occur ONLY with an annual written request from the LESSEE and with written approval from the STATION.** Grazing approval will be based on current conditions and forage availability.

There are annual maintenance activities such as pest control (weeds, rodents, and insects),

irrigation system repairs, and fence repairs that also must be completed as part of the LEASE agreement.

All agricultural related uses on 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. Any other use of the LEASED PROPERTY, such as for recreation, hunting, long-term storage of equipment or hay, or any other items, is not permitted.

Periodic inspections of the LEASED PROPERTY will be conducted by the STATION to document compliance with the terms of the LEASE and this SOIL and WATER CONSERVATION PLAN. The LESSEE shall, upon notification by any representative of the GOVERNMENT or the STATION, correct all deficiencies referenced in the notification within the timeframe specified in the notification.

Notification may be via telephone conversation, electronic mail message, or written letter depending of the nature of the deficiency.

3. **STATION COORDINATION:**

A. NOTIFICATION AND IDENTIFICATION. The LESSEE shall closely coordinate farming and grazing operations with the STATION Public Works Officer designated representative (STATION Representative) at the STATION, (775) 426-2956 or (775) 426-2242. The LESSEE shall be available at all times to correct emergency situations with regard to the LEASE. The LESSEE shall provide the STATION Representative and the NAVFAC SW Natural Resources Specialist 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/her 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. **If the LESSEE elects to secure (lock) the gates to the leased area, the LESSEE shall provide duplicate keys or combinations to each lock to the STATION.** Representative. The LESSEE and associated lease employees, contractors, and agents shall carry government issued identification (i.e. driver's license, state issued identification card, etc.) at all times on the LEASED PROPERTY.

B. INSTALLATION ACCESS. The LEASE parcel is outside the Main STATION chain link security fence. The LESSEE shall stay on existing dirt roads and trails as much as practical. Vehicles used by the LESSEE and associated lease employees, contractors, and agents shall meet Nevada licensing requirements, Nevada vehicle safety standards, and Nevada vehicle insurance requirements.

4. **IRRIGATION WATER AVAILABILITY:** Water for irrigation is delivered to the parcel by the Truckee Carson Irrigation District (TCID) for use on specific fields that are water-righted by the State of Nevada. Irrigation water may only be applied to those specific water-righted fields. **The GOVERNMENT makes no guarantee implied or expressed regarding the quality, quantity or cost of water available, or that may become available, from TCID.** The irrigation water duty for this water-righted acreage is 3.5 acre feet of water per

acre of water righted fields. The annual allocation of irrigation water is determined by TCID based on water availability. During drought conditions in the past, the TCID has lowered the annual water allocation to as little as 20% of the normal allocation.

The LESSEE is required to pay the annual Operation and Maintenance Fees associated with the water-righted acres on this parcel directly to TCID before TCID will deliver irrigation water to the parcel. The LESSEE shall comply with the Water Delivery Rules and Regulations established by TCID for each annual water season, which are available on the TCID website (www.tcid.org) or at their office located at 2666 Harrigan Rd, Fallon, NV 89406 (775) 423-2141.

Areas of rangeland and wildlife habitat exist within or adjacent to the LEASED PROPERTY. No irrigation water is to be applied to non-water righted fields or rangelands areas within the LEASED PROPERTY, or to other lands outside the STATION PROPERTY, without prior approval of the GOVERNMENT. **Flooding of adjacent private and/or other GOVERNMENT owned unimproved rangeland, from the LEASED PROPERTY, is expressly prohibited.** Any irrigation system failure that occurs shall be reported to the STATION POC as soon as possible.

The LESSEE shall not allow irrigation drain water to accumulate on any area designated as rangeland or maintenance areas.

All irrigation water allocated by TCID to this LEASED PROPERTY for the water season shall be put to Beneficial Use as defined by the Nevada Division of Water Resources. Failure to irrigate crops in each water-righted field annually, based on the allocated amount of water for that year, is a breach of the LEASE, and may result in LEASE termination. Additionally, failure to irrigate all acres may result in TCID imposing a reduction in the acreage for which irrigation water is allocated in future years. Additionally, use of irrigation water which exceeds the allocation for this LEASED PROPERTY, is also a breach of this LEASE, and may result in LEASE termination.

- A. IRRIGATION WATER USE. LESSEE agrees to pay the annual TCID Operation and maintenance fees as well as any additional charges associated with this parcel as required by Clause 3(b) of this LEASE. Each year, TCID submits an annual Invoice to the STATION (usually in early March), and the STATION notifies the LESSEE of the fees due. These fees shall be paid directly to TCID by the LESSEE within 30 days of notification, or before the LESSEE places an order for delivery of irrigation water through TCID, whichever is earlier.
- B. IRRIGATION WATER AVAILABLE AND ACREAGE FARMED. **If the TCID water allocation is equal to or less than 60% a LEASE rental adjustment shall be applied.** The rental adjustment shall be determined by dividing the annual rent rate by the allocation percentage. Upon final allocation determination, the GOVERNMENT shall initiate a unilateral modification to the LEASE to adjust the annual rent accordingly. The LESSEE shall provide the GOVERNMENT with an updated annual Crop Plan reflecting the reduced water allocation within 30 days of receipt of the unilateral modification to the LEASE.

5. **CONSERVATION WORK:** It is the intent of the GOVERNMENT that the land be utilized for multiple uses including military activities, agriculture, limited grazing (upon approval by the GOVERNMENT), wildlife habitat, and a soil and water conservation program

on a scheduled basis as outlined in Appendix "A," Outline of Conservation Work. Protection of the STATION's resources from deterioration by erosion, wildfires, noxious and invasive weeds, rodents and pest infestations, or other detriments is considered part of the sound land management to be carried out by the LESSEE. These conservation measures provide for the long-term productivity of the LEASED PROPERTY while protecting other natural resources and providing an opportunity for an economic return to the LESSEE. The GOVERNMENT hereby reserves the right for persons and/or entities other than the LESSEE to conduct conservation programs on the LEASED PROPERTY (i.e. biological surveys, soil testing, etc.).

Areas of rangeland and wildlife habitat may exist within or adjacent to the LEASED PROPERTY. The LESSEE shall not irrigate or allow irrigation water to accumulate on any area designated as rangeland or wildlife habitat. Flooding of adjacent private and/or other GOVERNMENT owned unimproved rangeland, from the LEASED PROPERTY, is expressly prohibited.

LESSEE shall meet frequently with the STATION POC to discuss the various aspects of the LEASE (pest management, water conservation, and dust management strategies, etc.).

A. NON-REIMBURSABLE WORK.

(1) PROJECTS TO COMPLETE IN THE FIRST YEAR LEASE TERM

a. None at this time.

(2) IRRIGATION MANAGEMENT and MAINTENANCE:

- a. IRRIGATION WATER MANAGEMENT: Irrigation water shall be applied by the LESSEE in quantities and frequencies that shall meet the needs of the crops grown on the particular soil types and that shall provide for proper water penetration without erosion. Appendix "B" includes a soil map of Parcel 4A02 and Appendix "C", the Soil and Capability Map Summary for the LEASED PROPERTY. To reduce mosquito production, water shall not be allowed to stand in ditches or in fields longer than three (3) days.
- b. IRRIGATION MAINTENANCE: All permanent irrigation structures existing or newly installed on the LEASED PROPERTY shall be repaired and maintained by the LESSEE at their own expense and shall not be removed from the LEASED PROPERTY. This includes all flash boards and measures to prevent irrigation gates from washing out. The GOVERNMENT makes no guarantees regarding the condition of any existing equipment on the LEASED PROPERTY. The LESSEE may utilize any existing equipment at their expense.
- i. IRRIGATION DITCHES. All irrigation ditches shall be maintained free of weeds, silt and debris by the LESSEE, at LESSEE'S own expense. In this regard all irrigation head ditches, supply and pick-up ditches and drain ditches shall be cleaned at a minimum of one time per year before the first irrigation of the season or prior to April 1, and additionally as necessary for proper irrigation and reduction of mosquito breeding habitat. Any ditch cleaning or weed work between May and October will require STATION coordination and authorization prior to implementation. All irrigation check borders shall be maintained annually by the LESSEE at their own expense. Such maintenance shall include repair of any breaks and filling in of depressions to prevent ponding water and reduce breeding areas for mosquitos. LESSEE

shall repair immediately all leaking irrigation ditches to prevent soil erosion and to provide unimpaired vehicle use through the parcel. Irrigation ditches shall not be constructed across a road. Borders and/or furrows shall be constructed as needed for an efficient distribution of irrigated water. Permanent water control structures, if needed, shall be installed by the LESSEE at their own expense. Said structures shall be constructed to USDA Natural Resources Conservation Service (NRCS) specifications and shall remain the property of the GOVERNMENT upon termination of the LEASE.

- ii. REPLANTING AND LASER LEVELING. The LESSEE shall, at their own expense, replant 110 acres of water righted fields in Parcel 4A02. The replanting shall be completed in 2 years or less. At least 100 acres the first year and the remainder the second year of the lease term and replant as necessary thereafter. . The LESSEE shall, at their own expense, laser level the parcel prior to replanting, if needed to provide for proper distribution of irrigation water.
 - iii. MINIMUM TILLAGE: The LESSEE shall practice "minimum tillage" where practical and feasible for LESSEE'S farming operations. The LESSEE shall vary the depth of plowing from year to year to prevent a "plow sole or pan" from forming and to facilitate water penetration. 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.
 - iv. CROP MANAGEMENT: In order to show that ALL irrigation water administered by TCID is going to be put to beneficial use the Lessee shall submit an annual Cropping Plan (Appendix "D-1") to the STATION Representative by April 15 of each year, or within 30 days of LEASE award during the first year of the LEASE.
- (3) HARVESTED CROP AND EQUIPMENT STORAGE. LESSEE may temporarily store harvested crops only in areas designated for such use by the STATION POC until harvest of that crop is complete. All harvested crops must be removed from LEASED PROPERTY by December 1 of each year. Equipment used for cultivating and harvesting may be temporarily stored in areas designated by the STATION only while in use. LESSEE shall place drip pans under all equipment to prevent leakage of petroleum products or other contaminants (fuel, oil, hydraulic fluids, etc.) from contaminating the soil. If such leaks do occur, the LESSEE shall immediately remove and properly dispose of all contaminated soil off STATION.
- (4) GRAZING MANAGEMENT: The primary use of this lease is for agricultural use and not for grazing purposes. **The LESSEE is not allowed to bring livestock onto the LEASED PROPERTY without written approval from the STATION Representative.** The LESSEE shall submit a written request at least 60 days **prior** to the requested grazing period. The request shall include a Livestock Grazing Plan (Appendix E-1) which specifies the purpose of the grazing (i.e. weed control, crop residue removal, etc.), the class of livestock to be used (i.e. beef cattle, dairy cattle, sheep or goats), stocking rate (i.e. the number of head of each age class), fields or other area of LEASED PROPERTY to be grazed (season of use), source of water, containment fencing, etc. The STATION Representative will review requests on a case- by-case basis. Approval will be dependent on the current condition of the LEASE PROPERTY.
- (5) GRAZING REQUIREMENTS
- (a) SEASON OF USE: Livestock shall be allowed to graze, upon approval of the STATION Representative, specified fields and other areas in accordance with the approved season of

use, grazing intensity, and duration for each area. Grazing shall begin and shall cease as described in the submitted Livestock Grazing Plan, or upon notification by the STATION Representative. No grazing of water-riighted fields will be allowed during the season TCID is delivering irrigation water. Any grazing between May and October will require STATION coordination and authorization prior to implementation.

- (b) **GRAZING INTENSITY:** The amount of grazing, when approved, must be sufficient to effectively control the identified weed species and/or reduce overall fire hazard while preserving the natural resources of the LEASED PROPERTY. Initiation of livestock grazing would be as appropriate to control new growth of weeds or remove residual plants. The LESSEE shall not overgraze any rangeland or irrigated fields. All grazing shall cease when objectives of the annual grazing management plan have been met or upon notification by the STATION Representative.

The maximum allowable annual grazing capacity is established at 300 Animal Unit Months (AUM) per year. An animal unit is defined as one cow, one cow with unweaned calf, two year old steer or heifer. Bulls over two years of age and horses are counted as 1.25 animal units. A weaned heifer, steer, or bull which is six months old, but less than two years old, is counted as 0.75 of an animal unit. Grazing is limited to cattle. Grazing of horses or other livestock must be approved in writing from the STATION Representative. The Lessee is permitted to use horses for the purposes of moving cattle, any horses staying overnight on the STATION shall be considered grazing and must be approved in writing by the STATION Representative.

Animal	Animal Unit
Cow	1
Cow with unweaned calf	1
Steer/Heifer (+2 years)	1
Bull/Horse (+2 years)	1.25
Bull/Steer/Heifer (0.5 – 2 years)	0.75

If in a given year it is determined that there is not enough available forage to graze the maximum grazing capacity of 300 AUMs per year the GOVERNMENT reserves the right to reduce the number of allowable AUMs in the lease year. The STATION Representative may allow an increase in the grazing capacity providing adequate forage exists, as determined by the STATION Representative to support additional AUMs. Permission in writing must be granted by the STATION Representative prior to the LESSEE exceeding the 300 AUM grazing capacity.

- (c) **LIVESTOCK DISTRIBUTION:** The LESSEE shall strive to attain uniform utilization of forage available. As much as is practical, livestock will be kept as one herd and rotated en masse from one pasture to the next as the vegetation warrants. Salt blocks and feed supplements shall not be located within 100 yards of watering areas and shall be distributed throughout the LEASED PROPERTY for optimal range utilization. The LESSEE shall periodically move salt blocks and feed supplement sites to minimize impacts to individual sites. Cattle escaping off the LEASED PROPERTY may result in suspension of grazing privileges.
- (d) **ANIMAL HEALTH:** The LESSEE shall comply with all federal, state and local animal health laws and regulations with respect to livestock grazing on the LEASED PROPERTY.

- (e) REMOVAL OF DEAD LIVESTOCK: Dead livestock increase the potential for Bird Aircraft Strikes. The LESSEE, at his own expense, shall immediately dispose of any dead animals in a manner satisfactory to the STATION Representative. Disposal shall take place within 24 hours or sooner after notification to the LESSEE.
- (f) SUPPLEMENTAL FEEDING: Supplemental feeding of hay or grain to livestock is not allowed. This does not include the use of nutrient supplements, such as protein supplement tubs. LESSEE shall ensure that there is sufficient forage available on the LEASED PROPERTY for the grazing period to maintain the health of the livestock.
- (g) REPORTING REQUIREMENTS: **For all approved grazing, LESSEE shall submit a monthly Grazing Report, Appendix "E-2", by the 10th day of each month certifying the number of animals grazed, in each field or area, during the previous month.** The LESSEE shall send a copy of the completed form to the STATION Representative. Failure to submit timely Grazing Reports will result in suspension of grazing privileges.
- (h) LIVESTOCK WATERING AND FACILITIES: The LESSEE, at their expense, shall provide and maintain an adequate and appropriate livestock water source. There are no functional water wells on the LEASED PROPERTY. LESSEE shall haul livestock water on to the LEASED PROPERTY. Placement of water troughs shall be approved by the STATION Representative. Permission to utilize TCID drainage ditches to water livestock shall be obtained from TCID and approved by the STATION Representative. If use of drainage ditch water is approved, maintenance of ditch banks must prevent degrading integrity of banks and fencing must be installed to limit livestock movement off the LEASED PROPERTY.
- (i) FENCE AND GATE MAINTENANCE: The LESSEE, at his own expense, shall repair and maintain in a livestock-tight condition all fences, gates, and other facilities associated with the LEASED PROPERTY. Routine maintenance will be completed each year or more often as necessary. Livestock-tight condition shall ensure that cattle will remain on the LEASED PROPERTY at all times. The GOVERNMENT reserves the right to revoke grazing privileges in the event cattle leave the LEASED PROPERTY. All material used in maintaining GOVERNMENT owned facilities shall be of at least the same type and quality as those used in the original construction. All materials used for such repairs shall become property of the GOVERNMENT and shall not be removed by the LESSEE upon termination of the LEASE. Each year prior to bringing livestock onto the LEASED PROPERTY, the LESSEE shall inspect and repair all fences to ensure they are in a livestock-tight condition. Temporary containment fencing, such as electrical fencing, provided by the LESSEE shall be removed at the end of the grazing period
- (6) WEED AND PEST MANAGEMENT. The LESSEE shall, at LESSEE's own expense, continuously monitor and control all State of Nevada noxious weeds and other undesirable weeds and pests as identified by the STATION Integrated Pest Management Coordinator (IPMC) within the LEASED PROPERTY. STATION priority weed species for control include Russian knapweed, cheatgrass, hoary cress, perennial pepperweed, Russian thistle, curlycup gumweed, Halogeton, scotch thistle, Russian olive, salt cedar, and puncture vine. The STATION will work with the LESSEE to develop a weed control plan to address the knapweed and other noxious, invasive plants in other areas of the LEASED PROPERTY.

The LESSEE is responsible for proper application of pesticides. The LESSEE shall be

responsible for complying with all relevant DoD guidance and instructions (such as the Chief of Naval Operations Instruction (OPNAVINST) 6250.4 series regarding Navy installation pest management programs). The LESSEE is responsible for complying with the STATION's Integrated Pest Management Plan (IPMP). The LESSEE is responsible for complying with all other federal, state and local pesticide and pest management and field worker safety regulations and standards, including obtaining required permits and certifications. The LESSEE, upon request to the IPMC, can receive pertinent DoD guidance and a copy of the STATION's IPMP.

The LESSEE shall control weeds and pests through a variety of means, including mechanical removal, grazing, prescribed open burning, 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 State of Nevada listed noxious weeds shall not be allowed to produce seed.

LEASED PROPERTY boundaries, field edges, fencelines, roads and road shoulders, and drainage and irrigation ditches shall be kept weed free. Any weed work between May and October will require STATION coordination and authorization prior to implementation. Use of grazing for weed control is addressed in Clause 5. A. 5. Use of open burning for weed control is addressed in Clause 5. A. 8. Height of all vegetation along field edges, fencelines, roads, and irrigation and drain ditches shall not exceed three (3) feet at any time. Special restrictions for method, timing and amount of chemical application may be required in the sensitive areas. This may include restrictions on the type of pesticide.

- (a) ANNUAL PLAN FOR PEST MANAGEMENT: The LESSEE shall develop an Agricultural Outlease Pest Management Plan (Appendix "F-1",) and submit a copy to the IPMC and the NAVFAC SW NRS by April 15th of each calendar year or at any other time the plan needs to be updated. Appendix "F-1" includes instructions for the Pest Management Plan. LESSEE shall not proceed with its pest management program until receipt of the STATION's approval of the pesticides to be used under the Agricultural Outlease Pest Management Plan. Any changes in the LESSEE's pesticide application program must be reported to and approved by the IPMC.
- (b) PEST MANAGEMENT REPORTING: All pest management operations including chemical use and mechanical weed control shall be reported on the NAVFAC Online Pesticide Reporting System (NOPRS). The Pesticide Use Form (Appendix "F-2",) provides the format of the information required to be entered into NOPRS. The LESSEE shall request an account from the IPMC to access and receive instructions on using NOPRS prior to applying pest management operations during the first year of the LEASE. The LESSEE shall report all pesticide use in the NOPRS within 5 days of each pesticide application. If the LESSEE is unable to access the NOPRS website, the LESSEE shall submit a copy of the Pesticide Use Form (Appendix "F-2") to the IPMC within 5 days of each pesticide application.
- (c) MECHANICAL WEED CONTROL: The LESSEE shall request approval from the STATION POC prior to mechanical weed control to ensure that the activity will not disturb or damage historically significant areas of the LEASED PROPERTY.
- (d) CHEMICAL WEED AND PEST CONTROL: The term "pesticide" includes insecticides, herbicides, fungicides, miticides, rodenticides and algaecides. The LESSEE is limited to using only pesticides which are on the STATION's pesticide authorized use list, which can be found in NOPRS.

In the event the LESSEE wishes to use a pesticide that is not included in the STATION's pesticide authorized use list, the LESSEE shall submit a list of requested pesticides and EPA registration numbers with their Annual Pest Management Plan (see Clause 5.A.(6)(a)). Pesticides shall be reviewed by the STATION's IPMC 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. Any changes in the LESSEE's pesticide application program must be reported to and approved by the IPMC prior to application. Failure to provide this information as requested may result in action being taken to terminate the LEASE. Upon termination of the LEASE, the LESSEE shall provide the summary report for the portion of the year that the LEASE was active.

- i. **PESTICIDE APPLICATION AND DISPOSAL.** The LESSEE shall be solely liable for any damage to GOVERNMENT property from pest management operations including pesticide usage. Pesticides shall not be stored, mixed, or disposed of on the LEASED PROPERTY. All pesticide containers brought onto the LEASED PROPERTY for immediate use shall have the manufacturer's label attached. Service containers shall have a label indicating the contents of the container.

Safety Data Sheets (SDS) and a book of labels for all pesticides that are used or intended to be used shall be maintained on site in a binder with the LESSEE or his employees or agents at time of all pesticide applications. All pesticides shall be applied in a manner consistent with the manufacturer label directions. All pesticide containers and application equipment are to be removed from the LEASED PROPERTY immediately after use. LESSEE shall not clean or dispose of pesticide containers and application equipment within the LEASED PROPERTY.

- ii. **PRIVATE APPLICATOR CERTIFICATION.** Per the STATION IPMP, LESSEEs who apply pesticides on GOVERNMENT property shall be certified by the State of Nevada in the categories required to perform the work specified in the LEASE. Requirements include completing an EPA-approved training program that includes written examinations in core and specific application categories. This requirement applies even if the State in which the GOVERNMENT property is located permits uncertified personnel to work under the supervision of a certified person on the non-Government property in that State. All work performed shall be in accordance with all Federal, state, local and STATION policies and regulations. Proof of certification shall be provided to the STATION IPMC and the NAVFAC Applied Biologist. 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. LESSEE and all employees or agents shall send a copy of their certification to the IPMC within the first 30 days of the LEASE and thereafter whenever the certification is renewed or additional employees are certified. All applicators of any pesticides shall wear Personal Protective Equipment (PPE) 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.
- iii. **AERIAL PESTICIDE APPLICATION.** Aerial application of pesticides is currently not authorized by the GOVERNMENT as a permitted method of pest control on the LEASED PROPERTY. The LESSEE will be notified by the STATION IPMC and/or POC if this method becomes approved for use at a later date.

- (7) **PREDATOR CONTROL.** Predator control by the LESSEE is not authorized by the GOVERNMENT on the LEASED PROPERTY. Neither the LESSEE nor his employees or agents shall utilize poisons, poison baits, "coyote-getters," or similar devices on the LEASED PROPERTY for predator or vermin control. The poisoning of predators on federal lands is prohibited by law. If the LESSEE documents a predator issue, the LESSEE must coordinate with and obtain approval from the STATION POC before using other lethal means of predator control, such as trapping or shooting.
- (8) **FIRE PREVENTION.** The LESSEE shall comply with the STATION's fire control and fire prevention regulations, including but not limited to those listed below. The LESSEE shall submit the Open Burn Request Form (Appendix "G",) and receive approval from the STATION POC prior to using open burning as a means of weed control. LESSEE shall submit the Open Burn Request Form by January 15 at the latest to allow for various levels of approval. As feasible, all burns should be conducted between November to April. Burns between May and October will require STATION COORDINATION and authorization prior to implementation. LESSEE shall be liable for any fire damage to GOVERNMENT owned structures attributed to the activities of LESSEE on the STATION. LESSEE shall also be liable for improvements and costs of required fire suppression attributed to the activities of the LESSEE on the STATION.
- (a) **EQUIPMENT:** All engine driven equipment used by the LESSEE on the STATION shall be equipped with properly operating spark arresters, mufflers, and tailpipe assemblies. In addition, any vehicle having a catalytic converter shall not be driven through areas of dry, combustible material due to the extreme heat generated by this device.
- (b) **STORAGE OF EQUIPMENT AND FLAMMABLE MATERIALS:** LESSEE shall refer to Special Provisions Clause 35 e) through j) of the LEASE for information regarding fuel and oil storage on the LEASED PROPERTY. Farming equipment may be stored on site only during the period of use.
- (c) **SPARK-PRODUCING EQUIPMENT:** Arc, gas, TIG ("Heli-Arc") welders shall be used only with a fire extinguisher in areas designated for storage by the STATION POC or for repairs on a specific piece of equipment parked on and surrounded by at least 50 feet of bare soil in all directions.
- (9) **DEBRIS REMOVAL.** The LESSEE shall maintain all areas of the LEASED PROPERTY in a neat, orderly appearance at all times. Trash, garbage, broken down or discarded equipment or material shall be removed from the LEASED PROPERTY immediately. The LESSEE, at their expense, shall dispose of all debris from normal agriculture and/or ranching practices generated on the LEASED PROPERTY during the term of this LEASE to the satisfaction of the STATION POC. The LESSEE shall upon notification by any representative of the GOVERNMENT or the STATION, correct all deficiencies referenced in the notification within 30 days of being notified. Storage of any equipment or materials that are not directly related to the LESSEE's agriculture and/or grazing operation will not be allowed on the STATION. The STATION POC has the right to instruct the LESSEE to remove any equipment that is determined to be inoperable or unacceptable. All designated equipment and hay storage areas shall be kept free of weeds.
- (10) **EROSION CONTROL.** The LESSEE, at their own expense, shall use prudent erosion control measures to reduce soil loss due to actions of wind and water, or as requested by the GOVERNMENT. The LESSEE must coordinate with the STATION POC for

the implementation of any erosion control measures. Due to sensitive resources, erosion control measures may not be permitted in certain areas of the STATION without proper permitting.

- (11) ROAD DAMAGE PREVENTION. The LESSEE shall not maneuver "track-laying" or "spike-wheeled" vehicles over the STATION's paved roads unless road protective measures are taken. The LESSEE shall be liable for the costs of repairing any paved road on the STATION which is injured, impaired or cut by any equipment under LESSEE supervision or authorization. LESSEE shall be billed by the STATION for any and all road damage repairs attributed to the activities of the LESSEE.
- (12) TREE MAINTENANCE. Existing trees within the LEASED PROPERTY shall not be damaged or removed by any activity, without prior approval of the STATION POC. Weed control, and ditch maintenance activities should be undertaken in such a way as not to remove or damage trees or expose roots. Weed whips/string trimmers are permitted to be used so long as they are not used within six (6) inches of the base of any tree to prevent girdling. Weeds shall not be left standing at the base of the trees. Pruning is allowed to remove dead branches or low-hanging branches to provide necessary clearance for vehicles or farm equipment, or as part of maintenance of irrigation ditches
- (13) SOIL RIPPING & DAMAGES TO GOVERNMENT PROPERTY. Soil ripping or chiseling is a very beneficial practice for enhancing water penetration. In order to avoid damaging GOVERNMENT improvements/utilities LESSEE shall maintain a 10-foot buffer around all GOVERNMENT improvements, underground utilities and aboveground utilities when ripping, chiseling or slip plowing. Additional information regarding the existence, location, and depth of underground utilities is identified and delineated in Exhibit "A". Other signs, poles, piezometers, survey markers, or structures adjacent to or included within the LEASED PROPERTY shall not be damaged. The LESSEE shall be held liable for all damages to GOVERNMENT owned structures, utilities, monuments, fences and/or improvements, which result from, outlease activities. The STATION shall bill the LESSEE for any and all expenses for repairing damaged GOVERNMENT PROPERTY, where damage is attributed to activities of the LESSEE on the STATION.

B. REIMBURSABLE PROJECT

Soil and Water Conservation measures determined to be in the best interest of the GOVERNMENT may be approved by the GOVERNMENT for construction by the LESSEE, on a reimbursable basis. The conditions set forth in Clause 8 (b) through (d) Conservation and Maintenance Work, of the LEASE shall apply when performing any such reimbursable work. **In no case shall the LESSEE begin project work until receipt of a fully executed modification to the lease which constitutes a notice to proceed.**

Reimbursable projects may include, but are not limited to, fence construction, and installation of cattle guards.

Upon satisfactory completion and acceptance of the work by the GOVERNMENT, payment shall be made in accordance with Clause 8, Conservation and Maintenance Work, of the LEASE and as scheduled in the Conservation Plan of Operations, Appendix "A".

6. **LEASE COMPLIANCE AND TECHNICAL ASSISTANCE AVAILABLE:**

A. STATION Representative & Installation Pest Management Coordinator (IPMC) Zack

Bowers

Naval Air Station Fallon

Environmental Div: Natural Resources 4755 Pasture Rd. Fallon Nevada 89495-5000

Telephone: (775) 426-2956

Fax: (775) 426-2663

E-mail: zackary.l.bowers.civ@us.navy.mil

Alternate Station Representative Ann Schofield

Telephone: (775) 426-2242

Fax: (775) 426-2663

E-mail: ann.m.schofield2.civ@us.navy.mil

NAVFAC SW Natural Resources Specialist (NRS) Bryan Munson

Naval Facilities Engineering Command Southwest 750 Pacific Highway (Code: EV25.BM)

San Diego CA 92132 Telephone: (619) 705-5665

E-mail: bryan.g.munson2.civ@us.navy.mil

Clause	Description	Submittal Requirement	Submit To/Approval From
4. A.	IRRIGATION WATER USE	No later than April 1 each year.	TCID/NA
5. A. 2. a.	IRRIGATION WATER MANAGEMENT	Continuous Responsibility	
5. A. 2. b.	IRRIGATION MAINTENANCE	Continuous Responsibility	
5. A. 2. b. i	IRRIGATION DITCHES	Maintain prior to first irrigation or April 1, which ever is earliest. Additionally as necessary with station approval.	
5. A. 2. b. ii	REPLANTING AND LASER LEVELING	Continuous Responsibility	
5. A. 2. b. iii	MINIMUM TILLAGE	Continuous Responsibility	
5. A. 2. b. iv	CROP MANAGEMENT	Annual Crop Plan due April 15 (Appendix "D-1").	Station POC/ Station POC
5. A. 3.	HARVESTED CROP STORAGE	Continuous Responsibility. All harvested crops must be removed by Dec. 1 of each year.	
5. A. 4.	GRAZING MANAGEMENT	Only with prior approval. Livestock Grazing Plan is required to be submitted and approved prior to bringing livestock on the parcel (Appendix "E-1"). Maximum allowable grazing capacity is 300 AUMs per year. If approved, monthly Grazing Reports due on the 10th of each month (Appendix "E-2").	Station POC/ Station POC
5. A. 5. a.	SEASON OF USE	<i>Continuous Responsibility after Livestock Grazing Plan is approved.</i>	
5. A. 5. b.	GRAZING INTENSITY	<i>Continuous Responsibility after Livestock Grazing Plan is approved.</i>	
5. A. 5. c	LIVESTOCK DISTRIBUTION	<i>Continuous Responsibility after Livestock Grazing Plan is approved.</i>	
5. A. 5. d.	ANIMAL HEALTH	<i>Continuous Responsibility after Livestock Grazing Plan is approved.</i>	
5. A. 5. e.	REMOVAL OF DEAD LIVESTOCK	<i>Continuous Responsibility after Livestock Grazing Plan is approved.</i>	
5. A. 5. f.	SUPPLEMENTAL FEEDING	<i>Continuous Responsibility after Livestock Grazing Plan is approved.</i>	
5. A. 5. g.	REPORTING REQUIREMENTS	<i>If approved, monthly Grazing Reports due on the 10th of each month (Appendix "E-2").</i>	Station POC/ Station POC
5. A. 5. h.	LIVESTOCK WATERING AND FACILITIES	<i>Continuous Responsibility after Livestock Grazing Plan is approved.</i>	
5. A. 5. i.	FENCE AND GATE MAINTENANCE	<i>Continuous Responsibility</i>	
5. A. 6.	WEED AND PEST MANAGEMENT	Continuous Responsibility	

Clause	Description	Submittal Requirement	Submit To Approval From
5. A. 6. a.	ANNUAL PLAN FOR PEST MANAGEMENT	Due April 15th (Appendix "F-1A").	Station POC/ Station POC
5. A. 6. b.	PEST MANAGEMENT REPORTING	Continuous Responsibility; Obtain NOPRS access ASAP after lease award; continuous responsibility to report all pest control as it occurs. Use Pesticide Use Form, Appendix "F-2", if needed.	Station POC/ Station POC
5. A. 6. c.	MECHANICAL WEED CONTROL	Continuous Responsibility;	Station POC/ Station POC
5. A. 6. d.	CHEMICAL WEED AND PEST CONTROL	Continuous Responsibility; Submit requests of Pesticide Use with the Annual Pest Mgmt Plan (Appendix "F- 1A").	Station POC/ Station POC
5. A. 6. d. i.	PESTICIDE APPLICATION AND DISPOSAL	Continuous Responsibility	
5. A. 6. d. ii.	PRIVATE APPLICATOR CERTIFICATION	Provide IPMC with copy of certification in first 30 days of lease, and upon renewal. Continuous Responsibility.	Station IPMC and NAVFAC Applied Biology/ Station IPMC
5. A. 6. d iii.	AERIAL PESTICIDE APPLICATION	Not authorized at this time.	
5. A. 7.	PREDATOR CONTROL	Continuous Responsibility	
5. A. 8.	FIRE PREVENTION	Open Burn Request Form is required to be submitted and approved prior to using fire (Appendix "G-2").	Station POC/ Station POC
5. A. 8. a.	EQUIPMENT	Continuous Responsibility	
5. A. 8. b.	STORAGE OF EQUIPMENT AND FLAMMABLE MATERIALS	Continuous Responsibility	
5. A. 8. c.	SPARK-PRODUCING EQUIPMENT	Continuous Responsibility	
5. A. 9	DEBRIS REMOVAL	Continuous Responsibility	
5. A. 10	EROSION CONTROL	Continuous Responsibility	
5. A. 11	ROAD DAMAGE PREVENTION	Continuous Responsibility	
5. A. 12	TREE MAINTENANCE	Continuous Responsibility	
5. A. 13	SOIL RIPPING AND DAMAGES TO GOVT PROPERTY	Continuous Responsibility	

Custom Soil Resource Report
Soil Map (4A02)



Custom Soil Resource Report

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:
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: Fallon-Fernley Area, Nevada, Parts of Churchill, Lyon, Storey and Washoe Counties
Survey Area Data: Version 22, Aug 28, 2025

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

Date(s) aerial images were photographed: Jun 18, 2022—Sep 25, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background

Custom Soil Resource Report

MAP LEGEND

MAP INFORMATION

imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend (4A02)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
101	Isolde-Appian clay substratum complex, 0 to 4 percent slopes	65.8	21.2%
121	Bunejug-Erber complex, 0 to 1 percent slopes	0.5	0.2%
132	Dia loam, 0 to 1 percent slopes	1.2	0.4%
135	Dia loam, slightly saline, 0 to 1 percent slopes	29.7	9.6%
148	Fallon fine sandy loam, 0 to 1 percent slopes	60.6	19.6%
149	Fallon fine sandy loam, slightly saline, 0 to 1 percent slopes	134.8	43.5%
150	Fallon fine sandy loam, strongly saline, 0 to 1 percent slopes	8.2	2.7%
154	Fernley sand, 0 to 1 percent slopes	9.0	2.9%
Totals for Area of Interest		310.0	100.0%

Fallon-Fernley Area, Nevada, Parts of Churchill, Lyon, Storey and Washoe Counties

101—Isolde-Appian clay substratum complex, 0 to 4 percent slopes

Map Unit Setting

National map unit symbol: plwt
Landscape: Bolsons
Elevation: 3,870 to 4,210 feet
Mean annual precipitation: 4 to 6 inches
Mean annual air temperature: 51 to 55 degrees F
Frost-free period: 120 to 140 days
Farmland classification: Not prime farmland

Map Unit Composition

Isolde, sodic, and similar soils: 45 percent
Appian, clay substratum, and similar soils: 20 percent
Appian, clay substratum, and similar soils: 20 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Isolde, Sodic

Setting

Landscape: Bolsons
Landform: Dunes
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Eolian deposits

Typical profile

H1 - 0 to 6 inches: fine sand
H2 - 6 to 60 inches: fine sand

Properties and qualities

Slope: 0 to 4 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Excessively drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Very high (19.98 to 99.90 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 3 percent
Gypsum, maximum content: 1 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 12.0
Available water supply, 0 to 60 inches: Low (about 4.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: A
Ecological site: R027XY016NV - SODIC DUNES

Custom Soil Resource Report

Hydric soil rating: No

Description of Appian, Clay Substratum

Setting

Landform: Lake terraces

Down-slope shape: Linear

Across-slope shape: Convex

Parent material: Alluvium derived from mixed

Typical profile

H1 - 0 to 3 inches: fine sand

H2 - 3 to 11 inches: clay loam

H3 - 11 to 46 inches: stratified gravelly coarse sand to fine sand

H4 - 46 to 60 inches: silty clay

Properties and qualities

Slope: 0 to 2 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Runoff class: Medium

Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 10 percent

Gypsum, maximum content: 1 percent

Maximum salinity: Moderately saline to strongly saline (8.0 to 16.0 mmhos/cm)

Sodium adsorption ratio, maximum: 30.0

Available water supply, 0 to 60 inches: Moderate (about 6.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 7s

Hydrologic Soil Group: C

Ecological site: R027XY025NV - SODIC FLAT

Hydric soil rating: No

Description of Appian, Clay Substratum

Setting

Landform: Lake terraces

Down-slope shape: Linear

Across-slope shape: Convex

Parent material: Alluvium derived from mixed

Typical profile

H1 - 0 to 3 inches: clay loam

H2 - 3 to 11 inches: clay loam

H3 - 11 to 46 inches: stratified gravelly coarse sand to fine sand

H4 - 46 to 60 inches: silty clay

Properties and qualities

Slope: 0 to 2 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Runoff class: Medium

Custom Soil Resource Report

Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 10 percent

Gypsum, maximum content: 1 percent

Maximum salinity: Moderately saline to strongly saline (8.0 to 16.0 mmhos/cm)

Sodium adsorption ratio, maximum: 30.0

Available water supply, 0 to 60 inches: Moderate (about 6.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 7s

Hydrologic Soil Group: C

Ecological site: R027XY025NV - SODIC FLAT

Hydric soil rating: No

Minor Components

Isolde

Percent of map unit: 5 percent

Landform: Dunes

Down-slope shape: Convex

Across-slope shape: Convex

Ecological site: R027XY016NV - SODIC DUNES

Hydric soil rating: No

Playas

Percent of map unit: 5 percent

Landform: Playas

Down-slope shape: Concave

Across-slope shape: Concave

Hydric soil rating: No

Parran

Percent of map unit: 5 percent

Landform: Lake plains

Down-slope shape: Linear

Across-slope shape: Linear

Ecological site: R027XY025NV - SODIC FLAT

Hydric soil rating: No

121—Bunejug-Erber complex, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: plx8

Landscape: Delta plains

Custom Soil Resource Report

Elevation: 3,870 to 3,950 feet

Mean annual precipitation: 4 to 6 inches

Mean annual air temperature: 51 to 55 degrees F

Frost-free period: 120 to 140 days

Farmland classification: Prime farmland if irrigated and reclaimed of excess salts and sodium

Map Unit Composition

Bunejug and similar soils: 45 percent

Erber and similar soils: 40 percent

Minor components: 15 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Bunejug

Setting

Landscape: Delta plains

Landform: Flood plains

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Lacustrine deposits

Typical profile

H1 - 0 to 2 inches: clay loam

H2 - 2 to 17 inches: clay loam

H3 - 17 to 60 inches: stratified loamy fine sand to silty clay loam

Properties and qualities

Slope: 0 to 1 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Poorly drained

Runoff class: Medium

Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.57 in/hr)

Depth to water table: About 36 to 60 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 1 percent

Maximum salinity: Strongly saline (16.0 to 32.0 mmhos/cm)

Sodium adsorption ratio, maximum: 12.0

Available water supply, 0 to 60 inches: High (about 9.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 7w

Hydrologic Soil Group: C

Ecological site: R027XY025NV - SODIC FLAT

Hydric soil rating: No

Description of Erber

Setting

Landform: Flood plains

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Lacustrine deposits

Custom Soil Resource Report

Typical profile

H1 - 0 to 5 inches: clay loam
H2 - 5 to 16 inches: silt loam
H3 - 16 to 60 inches: sand

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.57 in/hr)
Depth to water table: About 36 to 60 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Gypsum, maximum content: 5 percent
Maximum salinity: Strongly saline (16.0 to 32.0 mmhos/cm)
Sodium adsorption ratio, maximum: 45.0
Available water supply, 0 to 60 inches: Low (about 5.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7w
Hydrologic Soil Group: C
Ecological site: R027XY025NV - SODIC FLAT
Hydric soil rating: No

Minor Components

Bunejug family, poorly drained

Percent of map unit: 5 percent
Landform: Flood plains
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R027XY025NV - SODIC FLAT
Hydric soil rating: Yes

Swope

Percent of map unit: 5 percent
Landform: Flood plains
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R027XY025NV - SODIC FLAT
Hydric soil rating: No

Erber

Percent of map unit: 5 percent
Landform: Flood plains
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R027XY025NV - SODIC FLAT
Hydric soil rating: No

132—Dia loam, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: plxm
Landscape: Delta plains
Elevation: 3,900 to 4,070 feet
Mean annual precipitation: 4 to 6 inches
Mean annual air temperature: 51 to 55 degrees F
Frost-free period: 120 to 140 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Dia and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Dia

Setting

Landscape: Delta plains
Landform: Stream terraces
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium derived from mixed

Typical profile

H1 - 0 to 5 inches: loam
H2 - 5 to 29 inches: stratified sandy loam to silty clay loam
H3 - 29 to 60 inches: sand

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.57 in/hr)
Depth to water table: About 36 to 60 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 5.0
Available water supply, 0 to 60 inches: Moderate (about 7.1 inches)

Interpretive groups

Land capability classification (irrigated): 2w
Land capability classification (nonirrigated): 6w
Hydrologic Soil Group: C
Ecological site: R027XY025NV - SODIC FLAT

Custom Soil Resource Report

Hydric soil rating: No

Minor Components

East fork

Percent of map unit: 6 percent
Landform: Stream terraces
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R027XY025NV - SODIC FLAT
Hydric soil rating: No

Dithod

Percent of map unit: 4 percent
Landform: Stream terraces
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R027XY025NV - SODIC FLAT
Hydric soil rating: No

Sagouspe

Percent of map unit: 3 percent
Landform: Stream terraces
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R027XY025NV - SODIC FLAT
Hydric soil rating: No

Fernley

Percent of map unit: 2 percent
Landform: Stream terraces
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R027XY006NV - SALINE BOTTOM
Hydric soil rating: No

135—Dia loam, slightly saline, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: plxn
Landscape: Delta plains
Elevation: 3,890 to 4,080 feet
Mean annual precipitation: 4 to 6 inches
Mean annual air temperature: 51 to 55 degrees F
Frost-free period: 120 to 140 days
Farmland classification: Prime farmland if irrigated and reclaimed of excess salts and sodium

Map Unit Composition

Dia and similar soils: 85 percent
Minor components: 15 percent

Custom Soil Resource Report

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Dia

Setting

Landscape: Delta plains
Landform: Stream terraces
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium derived from mixed

Typical profile

H1 - 0 to 5 inches: loam
H2 - 5 to 29 inches: stratified sandy loam to silty clay loam
H3 - 29 to 60 inches: sand

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.57 in/hr)
Depth to water table: About 36 to 60 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 1 percent
Maximum salinity: Slightly saline to moderately saline (4.0 to 8.0 mmhos/cm)
Sodium adsorption ratio, maximum: 12.0
Available water supply, 0 to 60 inches: Moderate (about 7.1 inches)

Interpretive groups

Land capability classification (irrigated): 2w
Land capability classification (nonirrigated): 7w
Hydrologic Soil Group: C
Ecological site: R027XY025NV - SODIC FLAT
Hydric soil rating: No

Minor Components

East fork

Percent of map unit: 6 percent
Landform: Stream terraces
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R027XY025NV - SODIC FLAT
Hydric soil rating: No

Dithod

Percent of map unit: 4 percent
Landform: Stream terraces
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R027XY025NV - SODIC FLAT
Hydric soil rating: No

Sagouspe

Percent of map unit: 3 percent

Custom Soil Resource Report

Landform: Stream terraces
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R027XY025NV - SODIC FLAT
Hydric soil rating: No

Fernley

Percent of map unit: 2 percent
Landform: Stream terraces
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R027XY006NV - SALINE BOTTOM
Hydric soil rating: No

148—Fallon fine sandy loam, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: ply4
Landscape: Delta plains
Elevation: 3,900 to 4,000 feet
Mean annual precipitation: 4 to 6 inches
Mean annual air temperature: 51 to 55 degrees F
Frost-free period: 120 to 140 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Fallon and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Fallon

Setting

Landscape: Delta plains
Landform: Stream terraces
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium derived from mixed

Typical profile

H1 - 0 to 14 inches: fine sandy loam
H2 - 14 to 24 inches: sandy loam
H3 - 24 to 48 inches: loamy coarse sand
H4 - 48 to 60 inches: clay

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Runoff class: Very low

Custom Soil Resource Report

Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)

Depth to water table: About 36 to 60 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 5 percent

Maximum salinity: Nonsaline to moderately saline (0.0 to 8.0 mmhos/cm)

Sodium adsorption ratio, maximum: 5.0

Available water supply, 0 to 60 inches: Moderate (about 6.8 inches)

Interpretive groups

Land capability classification (irrigated): 2w

Land capability classification (nonirrigated): 7w

Hydrologic Soil Group: A

Ecological site: R027XY025NV - SODIC FLAT

Hydric soil rating: No

Minor Components

Dia

Percent of map unit: 7 percent

Landform: Stream terraces

Down-slope shape: Linear

Across-slope shape: Linear

Ecological site: R027XY025NV - SODIC FLAT

Hydric soil rating: No

Sagouspe

Percent of map unit: 5 percent

Landform: Stream terraces

Down-slope shape: Linear

Across-slope shape: Linear

Ecological site: R027XY025NV - SODIC FLAT

Hydric soil rating: No

Fernley

Percent of map unit: 3 percent

Landform: Stream terraces

Down-slope shape: Linear

Across-slope shape: Linear

Ecological site: R027XY006NV - SALINE BOTTOM

Hydric soil rating: No

149—Fallon fine sandy loam, slightly saline, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: ply5

Landscape: Delta plains

Elevation: 3,890 to 4,000 feet

Mean annual precipitation: 4 to 6 inches

Mean annual air temperature: 51 to 55 degrees F

Custom Soil Resource Report

Frost-free period: 120 to 140 days

Farmland classification: Prime farmland if irrigated and reclaimed of excess salts and sodium

Map Unit Composition

Fallon and similar soils: 85 percent

Minor components: 15 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Fallon

Setting

Landscape: Delta plains

Landform: Stream terraces

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Alluvium derived from mixed

Typical profile

H1 - 0 to 14 inches: fine sandy loam

H2 - 14 to 24 inches: sandy loam

H3 - 24 to 48 inches: loamy coarse sand

H4 - 48 to 60 inches: clay

Properties and qualities

Slope: 0 to 1 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Somewhat poorly drained

Runoff class: Very low

Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)

Depth to water table: About 36 to 60 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 5 percent

Maximum salinity: Slightly saline to moderately saline (4.0 to 8.0 mmhos/cm)

Sodium adsorption ratio, maximum: 5.0

Available water supply, 0 to 60 inches: Moderate (about 6.8 inches)

Interpretive groups

Land capability classification (irrigated): 2w

Land capability classification (nonirrigated): 7w

Hydrologic Soil Group: A

Ecological site: R027XY025NV - SODIC FLAT

Hydric soil rating: No

Minor Components

Dia

Percent of map unit: 7 percent

Landform: Stream terraces

Down-slope shape: Linear

Across-slope shape: Linear

Ecological site: R027XY025NV - SODIC FLAT

Hydric soil rating: No

Sagouspe

Percent of map unit: 5 percent
Landform: Stream terraces
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R027XY025NV - SODIC FLAT
Hydric soil rating: No

Fernley

Percent of map unit: 3 percent
Landform: Stream terraces
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R027XY006NV - SALINE BOTTOM
Hydric soil rating: No

150—Fallon fine sandy loam, strongly saline, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: ply6
Landscape: Delta plains
Elevation: 3,890 to 3,990 feet
Mean annual precipitation: 4 to 6 inches
Mean annual air temperature: 51 to 55 degrees F
Frost-free period: 120 to 140 days
Farmland classification: Prime farmland if irrigated and reclaimed of excess salts and sodium

Map Unit Composition

Fallon and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Fallon

Setting

Landscape: Delta plains
Landform: Stream terraces
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium derived from mixed

Typical profile

H1 - 0 to 14 inches: fine sandy loam
H2 - 14 to 24 inches: sandy loam
H3 - 24 to 48 inches: loamy coarse sand
H4 - 48 to 60 inches: silty clay loam

Properties and qualities

Slope: 0 to 1 percent

Custom Soil Resource Report

Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.57 in/hr)
Depth to water table: About 36 to 60 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Maximum salinity: Moderately saline to strongly saline (8.0 to 32.0 mmhos/cm)
Sodium adsorption ratio, maximum: 12.0
Available water supply, 0 to 60 inches: Moderate (about 7.4 inches)

Interpretive groups

Land capability classification (irrigated): 6w
Land capability classification (nonirrigated): 7w
Hydrologic Soil Group: A
Ecological site: R027XY025NV - SODIC FLAT
Hydric soil rating: No

Minor Components

Appian

Percent of map unit: 7 percent
Landform: Stream terraces
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R027XY025NV - SODIC FLAT
Hydric soil rating: No

Sagouspe

Percent of map unit: 5 percent
Landform: Stream terraces
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R027XY025NV - SODIC FLAT
Hydric soil rating: No

Fernley

Percent of map unit: 3 percent
Landform: Stream terraces
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R027XY006NV - SALINE BOTTOM
Hydric soil rating: No

154—Fernley sand, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: ply8
Landscape: Delta plains

Custom Soil Resource Report

Elevation: 3,890 to 4,230 feet
Mean annual precipitation: 4 to 6 inches
Mean annual air temperature: 51 to 55 degrees F
Frost-free period: 120 to 140 days
Farmland classification: Not prime farmland

Map Unit Composition

Fernley and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Fernley

Setting

Landscape: Delta plains
Landform: Stream terraces
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium derived from mixed

Typical profile

H1 - 0 to 7 inches: sand
H2 - 7 to 60 inches: stratified coarse sand to fine sand

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: About 36 to 60 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 12.0
Available water supply, 0 to 60 inches: Low (about 3.7 inches)

Interpretive groups

Land capability classification (irrigated): 3w
Land capability classification (nonirrigated): 7w
Hydrologic Soil Group: A
Ecological site: R027XY006NV - SALINE BOTTOM
Hydric soil rating: No

Minor Components

Dia

Percent of map unit: 6 percent
Landform: Stream terraces
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R027XY025NV - SODIC FLAT
Hydric soil rating: No

Sagouspe

Percent of map unit: 5 percent

Custom Soil Resource Report

Landform: Stream terraces
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R027XY025NV - SODIC FLAT
Hydric soil rating: No

Fallon

Percent of map unit: 4 percent
Landform: Stream terraces
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R027XY025NV - SODIC FLAT
Hydric soil rating: No

NAS Fallon Parcel 4A02
Annual Crop Plan for Year _____

Lessee: _____

Lease Contract Number: _____

Parcel Number(s): _____

All irrigation water administered by TCID shall be put to Beneficial Use as determined by the Nevada Division of Water Resources.

Total Parcel Water Righted Acres: _____ Acres Allocated: _____

Projected TCID Allocation Rate: _____ Actual TCID Allocation Rate: _____

Field Number*: _____ Acres: _____ % of allocation in 100% year: _____

Crop: _____ % of allocation this year: _____

Target Date for Planting: _____

Target Date(s) for Harvest: _____

Field Number*: _____ Acres: _____ % of allocation in 100% year: _____

Crop: _____ % of allocation this year: _____

Target Date for Planting: _____

Target Date for Harvest: _____

Field Number*: _____ Acres: _____ % of allocation in 100% year: _____

Type of Crop: _____ % of allocation this year: _____

Target Date for Planting: _____

Target Date for Harvest: _____

(*additional pages may be used if needed depending on number of fields)

Lessee Name (Print)

(Signature)

Date

Please submit a separate signed form* for each lease by April 15 to:

Naval Air Station Fallon
Environmental Division: Natural Resources
4755 Pasture Road
Fallon Nevada 89495-5000
Fax: (775) 426-2663
Email: zackary.l.bowers.civ@us.navy.mil

NAS Fallon Livestock Grazing Plan

Agricultural Outlease Parcel Number:		Total Acres in Parcel:	
Lease Contract Number:		Total Water-Righted Acres:	
Lessee:		Total Rangeland Acres:	
Lessee Signature:		Date Submitted:	

	Area to Be Grazed: _____						
	Bull (over 2 years old)	Cow (over 2 years old)	Cow with Calf	Weaned Bull, Steer or Heifer (6 months - 2 years old)	Equine	Sheep	Goat
Number of Head							
Date On							
Date Off							
Fencing Type (If electric fencing used, list source of power)							
Source of water							
Location of stock water							
Salt & Mineral & Protein Supplements provided							
Location of Salt & Mineral & Protein supplements							
Livestock Identification (brand, ear tag, etc)							

Type of Livestock Guardian Animal with stock	
Number of Livestock Guardian Animals per field	

NAS Fallon Monthly Grazing Report

Lease Parcel Number: _____

Lease Contract Number: _____

Lessee Name: _____

Grazing Area: _____

REPORT FOR MONTH OF _____

NUMBER OF EACH TYPE OF LIVESTOCK IN THIS GRAZING AREA THE FIRST DAY OF THE MONTH:

Cows: _____ Bulls: _____ Steers (1yr old): _____ Steers (2yrs old): _____
 Cows with Calves: _____ Heifers (1yr old): _____ Heifers (2yrs old): _____
 Sheep: _____ Goats: _____

Day of Month	CHANGE IN NUMBER OF LIVESTOCK DURING THE MONTH									
	LIVESTOCK <u>ADDED</u> TO THIS AREA DURING MONTH					LIVESTOCK <u>REMOVED</u> FROM THIS AREA DURING MONTH				
	Cows	Cow-Calf	Bulls	Steers		Heifers		Sheep	Goats	
				1 yr	2yr	1yr	2yr			
1										
2										
3										
4										
5										
6										
7										
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28										
29										
30										
31										

TOTAL NUMBER OF EACH TYPE OF LIVESTOCK ON LEASED AREA THE LAST DAY OF THE MONTH:

Cows: _____ Bulls: _____ Steers (1yr old): _____ Steers (2yrs old): _____
 Cows with Calves: _____ Heifers (1yr old): _____ Heifers (2yrs old): _____
 Sheep: _____ Goats: _____

I certify that the above figures are accurate to the best of my knowledge.

Name of Lessee

Signature

Date

AGRICULTURE OUTLEASE ANNUAL PEST MANAGEMENT PLAN INSTRUCTIONS

The purpose of the Pest Management Plan is to provide Navy and Marine Corps installation agricultural outlease managers with information on the pest management activities and all chemicals that may be used on leased property. The plan is to be completed by the LESSEE and submitted to the Station POC. The form is to be updated by April 15th each year, and 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. Complete one form for each Agricultural Outlease Parcel and each crop grown on each field or other area (such as irrigation delivery ditches, road shoulders, fencelines, rangelands, equipment storage areas, etc.) within that parcel
2. Block 1: Enter the name of the crop grown.
3. Block 2: Enter the Month when Pest Control is needed.
4. Block 3: List the specific pests under each category of pest: disease, arthropod, nematode, weed, rodents, 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 will be used by the LESSEE or pest control advisor to detect the pest. This may include visual observation, trapping, 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, one-time 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 methods to be used to control or prevent the pests. If fertilizers that contain pesticides are used, then enter "Fertilizer" in this block and include EPA number 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.
 - e. Block 8. Specify the method of application of the pesticide (i.e. hand held sprayer, truck mounted sprayer, drop or broadcast spreader, etc.)

NAS Fallon Annual Pest Management Plan							
Ag Parcel Number:		Field Number:		Other Lease parcel Area:		Date Plan Submitted:	
1. Crop	2. When is pest control needed (Month)	3. Target Pest Needing Control	4. Pest Detection Method (Visual observation; crop damage; etc.)	5. Pest Control Threshold	6. Method of Control (Mechanical; Pesticide Application; Open Burn; Grazing)	7. Pesticide Product Information (Chemical Name & EPA registration Number on product label)	8. Pesticide Application Method

Lessee Signature: _____ Date Submitted: _____

Pesticide Use Form

INSTRUCTIONS

The purpose of the agricultural Pest Management Report is to provide Navy and Marine Corps installation agricultural outlease managers with information on pesticide application and mechanical activities on leased property. The report is to be completed by the LESSEE and submitted to the Installation Pest Management Coordinator (IPMC). The form is to be submitted whenever pesticide application(s) or mechanical removal of pests occurs on leased property. For the purposes of the report, a pesticide includes insecticides, herbicides, fungicides, miticides, rodenticides and algaecides.

1. The LESSEE shall submit the pest management report data whenever pesticide application(s) or mechanical removal of pests occurs on leased property.
LESSEE should have access to the NAVFAC Online Pesticide Reporting System (NOPRS) website and shall enter data listed on the attached form into the NOPRS website within 5 days of pesticide application. If the LESSEE is unable to access the NOPRS website, complete this form and submit to the STATION POC within 5 days of pesticide application.
2. Instructions for filling out the form are:
 - a. Enter the date of treatment / pesticide application
 - b. Enter the Lease Parcel Number where application occurred
 - c. Enter area within the parcel where application occurred
 - d. List the target pest for which the treatment is needed (i.e. disease, arthropod, nematode, weed, rodent, etc)
 - e. Enter the acres treated
 - f. Enter the complete pesticide name and active ingredient name as it appears on the product label; or specific mechanical treatment
 - g. Enter the EPA registration number as it appears on the product label; leave blank if mechanical
 - h. Enter the pesticide formulation utilized (e.g., concentrate, pellets, emulsion); leave blank if mechanical
 - i. Enter the quantity of pesticide concentrate used (e.g., gallon, ounces)
 - j. Enter the type and quantity of diluent mixed with the pesticide (e.g., water, oil)

Application Date	Lease Parcel	Parcel Area	Target Pest	Acres Treated	Pesticide Name & Active Ingredient or mechanical	EPA Number	Formulation (Concentrate, Pellets, Emulsion)	Quantity Concentrate (Gal, oz)	Type & Quantity Diluent (Water, Oil)
Example 4/7/2018	4A07	Field 1	Weeds	5 ac	RoundUp Glyphosate	524-475	Conc	32 oz	Water - 12.5 Gallon
Example 4/7/2018	4A07	Road	Russian olive	.2 ac	mechanical	-----	-----	-----	-----

Lessee Signature: _____ Date Submitted: _____

NAS FALLON BURN PLAN INSTRUCTIONS/PROCEDURES
For Open Burn for Weed Control on Agricultural Outlease Parcels
(updated June 30, 2026)

Submit the NAS Fallon Open Burn Plan & Execution Package:

By Jan 15 submit the form and identify a 3–4-week time window for potential burns for pre-approval. Once pre-approval is obtained, a final approval process will still be required as the pre-approved dates get closer and a more accurate weather forecast can be obtained. Burns will only be allowed from November-April.

Lessee will submit this form via email to NAS Fallon Environmental Division Natural Resources Program

Zack Bowers, zackary.l.bowers.civ@us.navy.mil

For any questions or to verify email, call Zack Bowers at 775-426-2956 (desk phone) or 775-962-1287 (cell phone). If Zack is unavailable contact Ann Schofield's info below

Ann Schofield, ann.m.schofield2.civ@us.navy.mil

For any questions or to verify email, call Ann Schofield at 775-426-2242 (desk phone) or 775-426-9896 (cell phone)

Natural Resources Program will forward burn plan for pre-approval to:

NAS Fallon Fire Prevention Officer

Environmental

Explosives Safety

Naval Munitions Command

Safety Director

Installation Fire Chief

Operations Officer

Executive Officer

Commanding Officer

Final Approval Process

As the pre-approved timeframe gets closer, and at least five (5) work days (Monday-Friday) prior to the proposed date to conduct the pre-approved burn plan, the LESSEE will notify the Natural Resource Specialist of the refined dates and weather, and the Natural Resource Specialist will reroute the pre-approved burn plan for final approval. The Natural Resource Specialist will notify the lessee once final approval is obtained.

(zackary.l.bowers.civ@us.navy.mil) or phone 775-426-2956 (desk phone) or 775-962-1287 (cell phone). If Zack is unavailable contact Ann Schofield at the contact info below

(ann.m.schofield2.civ@us.navy.mil) or phone 775-426-2242 (desk phone) or 775-426-9896 (cell phone).

Report the Burn

The LESSEE shall report the details of the burn to the Environmental Division on the next business day following the burn. Details provided will include date and time of burn start and end of smoke production, amount of material burned (i.e. size of piles, length of ditch or fenceline, or size of field)

A) Air Quality Email: scott.a.emmons.civ@us.navy.mil

B) Natural Resources Email: zackary.l.bowers.civ@us.navy.mil or
ann.m.schofield2.civ@us.navy.mil

Points of Contact

NAS Fallon Fire Department

Fire Chief: Cory J. Prough

Office: 775-426-3405

Email: cory.j.prough.civ@us.navy.mil

NAS Fallon Explosives Safety Officer

Charles G Mifsud Jr.

Office: 775-426-2886

Email: charles.g.mifsud.civ@us.navy.mil

NAS Fallon Naval Munitions Command

Officer in Charge: Michael McCaulley

Office: 775-426-2467

Email: Michael.s.mccaulley2.civ@us.navy.mil

NAS FALLON OPEN BURN PLAN & EXECUTION PACKAGE
Request for Open Burn for Weed Control on Agricultural Out-Lease Parcel

These procedures comply with the following:

- NASINST 11320.4 Prescribed Burn Planning Execution Policy (2024)
- COMNAVREGSWINST 11320.1L Navy Region Fire Prevention Regulation (2024)
- NFPA 51B Standard for Fire Prevention During Welding, Cutting, and Other Hot Work (2024)

Review Nevada Handbook for Agricultural Open Burning prior to completing this form.

PART 1: PROPOSED BURN PLAN APPLICATION

Instructions: Lessee must submit this section via email to Naval Air Station Natural Resources Program Office by Jan 15. Identify a 3-4 week time window for pre-approval. Once pre-approval is obtained a final approval process will still be required. Burns will only be allowed from November-April.

I. LESSEE & SITE INFORMATION:

- 1) Agricultural Out-Lease Parcel #: _____
- 2) Lessee Full Name: _____
- 3) Phone Number: _____
- 4) Location / Project Area Details: _____

II. MATERIALS & AREA SPECIFICATIONS:

- 1) Materials to be Burned (e.g. Crop Residue, Ditches Weeds, Slash Piles): _____

- 2) Estimated Size of Burn Area (Acres, Liner Feet, or Pile Size): _____

III. SCHEDULE & PERONNEL:

- 1) Requested Start Burn Date: _____
- 2) Requested End Burn Date: _____
- 3) Estimated Start Time (Flame Ignition): _____
- 4) Estimated End Time (Smoldering Phase Extinguished): _____
- 5) On-Site Personnel (Minimum of 2 Required):
 - a) Lead Operator: _____ Phone Number: _____
 - b) Fire Watch: _____ Phone Number: _____

NAS FALLON OPEN BURN PLAN & EXECUTION PACKAGE
Request for Open Burn for Weed Control on Agricultural Out-Lease Parcel

IV. MANDATORY LESSEE SAFETY CHECKLIST:

- ☐ Open burning will be attended and controlled at all times.
- ☐ Burn will NOT start unless weather forecast is favorable (< 15 mph wind speed).
- ☐ Burn will NOT start if any increased wind is forecasted during the burn window.
- ☐ Fire Extinguishers, sufficient water supply, and shovels are present on site.
- ☐ Burning will be strictly confined to the specified area(s) listed above.
- ☐ All burn area(s) will be actively attended until completely cool to the touch.
- ☐ The designated Fire Watch will focus exclusively on safety, monitor area for 1-hour post-burn, and immediately contact Fire and Emergency Services if containment is lost.

Proposed Burn Procedure Summary (1-2 sentences each on start, control plan, and extinguishment method): _____

V. Lessee Signature: _____ Date: _____

PART 2: TACTICAL FIELD & RECONNAISSANCE PLAN (Ref: NASF Burn Plan)

This section is to be completed by the Fire Planning and Duty Operations Team

1. SITE CHARACTERIZATION:

- 1.1. Physical Topography: _____
- 1.2. Fuel Load Classification: ☐ Light ☐ Medium ☐ Heavy
- 1.3. Specified Ignition Units: _____

2. PRE-BURN LOGISTICS AND SUPPLIES:

- 2.1. Required Personal Protective Equipment (PPE): _____
- 2.2. Stand-by Safety Resources and Manpower: _____

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PART 3: ACTIVE GO/NO-GO FIELD LOG (Ref: NASF Go/No-Go Checklist)

Instructions: Incident Commander / Duty Operations Chief must review and check each box immediately prior to ignition on the scheduled event burn day.

I. PRE-IGNITION OPERATIONAL CHECKLIST

- 1) ☐ Have conditions in or adjacent to the ignition area(s) remained unchanged?
- 2) ☐ Has the comprehensive prescribed fire plan been reviewed and approved?
- 3) ☐ Have all external permits and environmental clearances been obtained?
- 4) ☐ Have all required internal and external agency notifications been made?
- 5) ☐ Has all fire pre-burn preparation work been verified as completed on site?
- 6) ☐ Have the most up-to-date projected fire weather and local forecast been obtained?
- 7) ☐ Have all personnel been thoroughly briefed on the operations and safety objectives?

II. AUTOMATIC WEATHER NO-GO TRIPS (All Must be “True and Verified” to proceed)

- 1) ☐ Forecast Winds are STRICTLY LESS THAN 15 mph (including 24-hours post-burn)
- 2) ☐ No thunderstorms are forecasted for the day of the burn or 24-hours following.
- 3) ☐ The calculated Hains Index is safely BELOW 5%
- 4) ☐ There are NO active Red Flag Warnings in effect for the region.

Incident Commander / Operations Duty Officer

Signature: _____ **Date:** _____

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PART 4: ROUTING, REVIEW AND MASTER SIGN-OFF SHEET (Ref: NASFINST 11320.4)

Instructions: Signatures must be gathered in sequence. The Lessee is NOT authorized to burn until the final authorization block is signed.

Reviewed by:	Signature and Date:
NASF Fire Prevention Officer:	
NASF Environmental / Natural Resources:	
NASF Explosives Safety Officer:	
NASF Safety Director:	
Affected Tenant Command Representative:	
NASF Installation Fire Chief:	
NASF Operations Officer:	
NASF Executive Officer:	
NASF Commanding Officer: (Final Approval)	

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