

**Harlan County Lake, Nebraska
LAND USE REQUIREMENTS
SECTION A
GENERAL REQUIREMENTS**

1. General

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

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

c. The lessee agrees to conduct all farming operations in accordance with the land use practices set forth herein and in accordance with the crop rotation plan attached hereto and made a part hereof; provided, however, that the crop rotation plan may be modified by the Engineer upon application of the lessee, in the event of crop failure, or other unusual circumstances warranting such modification. Approval of requested modifications will be dependent on the requirements of the project and the Food Security Act of 1985.

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

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

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

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

2. Access

a. Access to the lease units may not be available through Government-owned property. It shall be the lessee's responsibility to secure access to the leased property.

b. Access will not be denied to lessees of adjoining leaseholds. Access will be by the most advantageous route. Any conflict will be resolved by the Operations Manager.

c. Prior to initial right-of-entry being granted to the leased property, the lessee will

present, in person, his award notice to the Operations Manager so that the lessee's management plan and the conditions of leasing may be mutually discussed.

3. Control of Noxious Weeds and Other Undesirable Vegetation

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

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

c. Prior to application of any chemical, the lessee will contact the Operations Manager. The lessee, accompanied by the Operations Manager or his representative, will inspect the area. If chemical treatment is needed, the lessee and Operations Manager will discuss the chemicals to be used, the rate, and method of application. Prior to the day of application of the chemicals, the lessee will contact the Operations Manager who will have the option of being present when the chemical is mixed and applied. **After the work is completed, the lessee may request rental abatement in accordance with paragraph 12 below. A copy of the written approval from the Operations Manager must be submitted with documentation required in paragraph 12.**

d. Should the lessee fail to take appropriate action, after notification by the Operations Manager of a noxious weed problem, then appropriate control measures will be initiated by the Government. **The lessee will then be assessed a charge (actual expense to the Government) for all labor, equipment, and materials used in the weed control operation, and/or at the option of the Government, the lease may be revoked.**

e. Herbicides, insecticides, or other agricultural chemicals will be used only when there are no other practical alternative methods. Chemicals must be used in strict accordance with the manufacturer's label. The application of restricted use pesticides requires the written permission of the Operations Manager prior to their use. The lessee will report all chemical usage by October 1 of each year on the report form furnished. Failure to report use of agricultural chemicals may result in revocation of the lease. All chemical containers must be removed from Government property for disposal.

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

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

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

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

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

5. Grass/Legume Seeding

a. **Grasslands**: Areas with stands of desirable grass or legumes will not be plowed or destroyed. Minimum tillage methods will be permitted where necessary for the purpose of reseeding. On leaseholds where the use is limited to hay or hay seed production, the use of annual forage varieties requiring seasonal tillage is not permitted. Conversion of introduced cool season grasses to native warm season grasses is encouraged. **Only water tolerant varieties will be considered for flood prone areas. It is desirable that marginal cropland and flood killed grasslands be restored to cover.**

b. **Grass Seeding**: **With prior written approval from the Operations Manager**, the lessee may seed or reseed certain areas. The written approval must be signed by the Operations Manager and agreed to by the lessee, and shall contain a statement that the need for seeding and the variety of seed are recommend by NRCS or the local extension office and shall also contain information as to variety of seed, rate of application, and number and location of acres to be seeded. This written approval must be submitted with the request for rental abatement as set out in paragraph 12.

6. Burning Upon request of the lessee, the Operations Manager may, under justifiable conditions, approve burning for sound agricultural or wildlife management practices and for drift and crop residue clearing operations where no practical alternative exists. Burning operations must be in a manner which will not adversely affect wildlife food and

cover and other environmental considerations and in accordance with applicable laws or ordinances. All necessary permits must be obtained in advance. The Operations Manager may also request the lessee to cooperate in burning programs for improved agricultural or wildlife management practices. In either case, the Operations Manager and the lessee will agree to the manner and time of burning, and the Operations Manager will confirm the agreement, in advance, by a letter to the lessee. The lessee will notify the Operations Manager and the appropriate local authorities just prior to actual commencement of burning operations. Should the Operations Manager determine that a burn of grassland is needed during the spring of the year (normally in April), the Operations Manager may authorize burning of the grassland by project personnel. The lessee will be responsible for any or all damages that are incurred by any and all parties as a result of any burning performed by the lessee.

7. Restoration of Fences - Government-Owned In addition to any other fence requirements stated herein, the lessee may be required to restore Government-owned fences. ***This is normally considered to be more than routine fence maintenance or repair and may qualify for rental abatement if written approval for the fencing is obtained from the Operations Manager prior to starting.*** The written approval must be signed by the Operations Manager and agreed to by the lessee and shall include the number of rods of fence and the location indicated on a map along with the number and location of gates, if any are required. The dollar amount of reimbursement per rod for rental abatement purposes is to be included on the written approval. The reimbursement per rod is to be consistent with the local prevailing prices. All Government-owned fence restoration will be done according to the specifications shown on **Exhibit "C"** attached. Completed fence restoration must be to the satisfaction of the Operations Manager in order to qualify for rental abatement when allowed. The written approval must be submitted with the request for rental abatement as set forth in paragraph 12 of these Land Use Requirements. The amount of rental abatement cannot exceed the total cash rental **consideration for the lease.**

8. Restoration of Gates - Government Property Line Fences Only When the Operations Manager has determined that a gate on the Government property line is in need of repair and/or restoration, the lessee will restore said gate to a new-like condition utilizing new material. Gates should conform to a design as shown on **Exhibit "C"** attached. Restoration of gates may qualify for rental abatement if written approval for the restoration of the gate(s) is obtained from the Operations Manager prior to starting. The written approval must be signed by the Operations Manager and agreed to by the lessee and shall include the number of gates and their location on a map. The dollar amount per gate for rental abatement purposes is to be included on the written approval. The reimbursement per gate is to be consistent with local prevailing prices for gates. Completed gate repairs or installation(s) must be to the satisfaction of the Operations Manager in order to qualify for rental abatement when allowed. **The written approval must be submitted with the request for rental abatement as set forth in paragraph 12, Section A, Land Use Requirements. The amount of rental abatement cannot exceed the total cash rental consideration for the lease.**

9. Restoration of Field Accesses When the Operations Manager has determined that access to a leased area has deteriorated to a point it hinders the lessee from

entering the leasehold, the lessee may be required to restore that portion of the access within the leased area. Rental abatement may be available if written approval is obtained from the Operations Manager prior to starting. The written approval must be signed by the Operations Manager and agreed to by the lessee and shall include the location of the access indicated on a map, details as to what restoration is to be done and the materials required. The written approval must be submitted with the request for rental abatement in accordance with paragraph 12 below. The amount of rental abatement cannot exceed the total cash rental consideration for the lease.

10. Additional Maintenance, Repair, Protection and Restoration When it is determined to be in the interest of the Government to carry out additional work requirements including, but not limited to, soil and water conservation, fertilizer applications, and wildlife habitat improvements, the lessee may be reimbursed for a portion of the costs by abatement of rental due or to become due to the Government as provided in the lease. Prior to proceeding with the work, any such agreement will be reduced to writing in the form of a supplemental agreement to the lease, unless otherwise provided for in these requirements. Detailed cost estimates for the work to be performed must be included in the supplemental agreement. **Generally the lessee will furnish labor, equipment and materials and will be reimbursed through rental abatement for cost approved by the Operations Manager as stated in paragraph 12 below.** Total reimbursement under this or any other provision or condition of the lease shall not exceed the cash rental.

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

a. The lessee shall perform the applicable work requirements in accordance with the provisions and schedules set forth, and when completed, the lessee shall submit a request to the Operations Manager for the rental abatement due under said provisions. The request shall include a statement prepared and signed by the lessee of the work performed, including an itemized list of the materials used and incorporated. The request shall be accompanied by a set of original invoices, which have been marked "paid" and signed by the vendor, to cover all materials and services. **The request must also include a copy of the written approval signed by the Operations Manager authorizing the work performed.** All discrepancies between the invoices and the itemized list, such as minor non-returnable materials, left over and returned items must be explained.

b. The request for rental abatement along with the receipted original invoices must be submitted within 30 days after completion of the work to facilitate inspection by project personnel. Requests for rental abatement submitted to the Operations Manager more than 30 days after the completion of the work must be accompanied by a statement explaining the delay. The Operations Manager must sign the statement attesting to the validity of the delay. If such a statement does not accompany the late request for rental abatement, it will be returned unprocessed. The Operations Manager or his representative will verify that the work is satisfactory and then forward the request to the Real Estate Division recommending that rental abatement be allowed.

c. Rental abatement will be given in the form of credit to rentals due or to become

due, and the total credit extended under this or any other provision shall never exceed the cash consideration.

12. Special Land Management Practices In accordance with the project's Operation Management Plan, additional soil and water conservation and wildlife habitat practices may be implemented on the leasehold by the Government. Subject to Condition 13 of the lease and paragraph 12 of these requirements, the lessee agrees to cooperate in the above-stated practices. The Operations Manager will work closely with the lessee and make the lessee aware of any anticipated management activities that may be implemented by the Government.

13. Land Use Requirements Violations In the event the lessee violates one or more of the Land Use Requirements contained herein the lessee will pay the Government upon demand \$100 administrative costs plus actual cost, in satisfaction of liquidated damages, an amount to be documented by the said officer and a bill for same will be presented to the lessee.

14. Highly Erodible Land Conservation and Wetland Conservation Programs The Food Security Act of 1985, Title XII, provides for highly erodible land conservation and wetland conservation. After January 1, 1990, all highly erodible land must have an approved conservation plan. An approved conservation plan for highly erodible cropland, if applicable, will be furnished to the lessee for correction of any existing erosion problems. However, in the event the FSA, NRCS and/or Conservation District make revisions in the approved conservation plan, the government will not be held liable for said revisions nor the implementation of said revisions or for any damages suffered by the lessee there from. Any required conservation practice may be subject to rental abatement in accordance with procedures in paragraph 12, above, of these requirements.

15. Debris Removal due to High Water Events, Disasters and other Hardships. **When it is determined to be in the best interest of the Government to carry out debris removal caused by high water events, flooding, disasters or other hardships work requirements including, but not limited to, restoration of agricultural fields and access points may be authorized.** The lessee may be reimbursed for a portion of the costs by abatement of rental due or to become due to the Government as provided in the lease. Prior to proceeding with the work, any such agreement will be reduced to writing. **Labor, equipment and materials if needed to develop and restore access points, will be reimbursed through rental abatement for cost approved by the Corps representative as stated in paragraph 12. Total reimbursement under this or any other provision or condition of the lease shall not exceed the cash rental.**

SECTION B**SPECIAL PROJECT REQUIREMENTS**

16. Herbicides, Insecticides, and Other Chemical Use Aerial spraying is prohibited except during the period 20 October through 20 November for control of musk thistle. The lessee must request permission to aerial spray from the Project Manager. If approved, the lessee will spray with the understanding that any damages, which may be incurred, are the full responsibility of the lessee.

17. Hay Production In the interest of protection of wildlife nesting areas, cutting of alfalfa shall not begin prior to 1 July of each year and not continue beyond 15 September. Prairie hay cutting will not begin prior to July 1 and will not continue past July 31. Prairie hay is limited to one (1) cutting per year. Alfalfa will be limited to three (3) cuttings per year. Minimum cutting height will be six (6) inches.

18. Wheat & Milo Stubble In the interest of soil fertility, protection from wind and water erosion, and wildlife management the lessee shall not bale wheat, milo, or corn stubble. Wheat and milo shall be harvested at a minimum cutting height of fifteen (15) inches.

19. Wildlife Food Strips the lessee will be required to leave five (5) percent of the total acreage of Corn, Milo, or Soybeans standing in the field each year. The location of the standing crops shall all be left at one side or end of the field until the 1st day of March, (1 March); at which time, the lessee may harvest the standing crop. **The Project Office reserves the right to designate standing crop amounts and areas before harvest.** The lessee must, at the lessees' expense, till, seed, fertilize, and cultivate the crops in a manner that is a locally accepted practice, and in accordance to these land use requirements.

Those Lease Units with Forage Sorghum Rotations must leave 10% standing if they cut before March 1st. However producers may cut 100% of the crop after March 1st. A minimum 12" cutting height is required.

20. Silage The chopping of silage is prohibited on project land. However in the event of crop failure or other unusual circumstances the chopping of silage will be permitted upon written approval of the Project Manager. The lessee will be required to leave ten (10) percent of crop standing in years that silage cutting is permitted.

21. Areas to Exclude from Agricultural Production Non-agricultural use areas and wildlife grass strips, as shown on lease unit maps, (Exhibit B), will be excluded from agricultural production to the lessee. On agricultural and hay production leaseholds, the areas to be excluded are designated by wooden and/or steel posts. The lessee will not plow, plant, cultivate, or mow the excluded areas. **THE LESSEE SHALL NOT PARK ON OR TRAVERSE THESE EXCLUDED AREAS WITH MACHINERY AND EQUIPMENT.** The Government at any time as a habitat improvement practice may burn these areas. The lessee is required to control noxious weeds on these areas in a way so as not to harm any trees, shrubs, and other desirable plants, or wildlife.

22. Required Crop Rotation A crop rotation program must be followed by all lessees as outlined below. All crop acres and field locations are designated as dryland. Irrigated Lease Units have the rotation shown on the lease unit map. All fields must be farmed according to the following schedule:

2016-2020 FIVE YEAR LEASE ROTATION

Aq A

- 16 - Corn or Milo
- 17 - Spring Fallow/Wheat Fall
- 18 - Wheat Spring/Fallow Fall
- 19 – Corn or Milo
- 20 – Soybeans, Milo, or Oats

Aq B

- 16 - Fallow Spring/Wheat Fall
- 17 - Wheat Spring/Fallow Fall
- 18 – Corn, Milo, or Soybeans
- 19 - Fallow Spring/Wheat Fall
- 20 - Wheat Spring/Fallow Fall

Aq C

- 16 – Milo
- 17 – Corn or Milo
- 18 - Fallow Spring/Wheat Fall
- 19 - Wheat Spring/Fallow Fall
- 20 - Milo

Special Rotation

- 2016 - Corn
- 2017-Milo
- 2018-Corn
- 2019 & 2020 – Idle

Special Rotation

- 2016 - Corn
- 2017-Milo
- 2018 - 2020 - Idle

GRASS STRIPS – NO PRODUCTION OR HAYING ON GRASS STRIPS UNLESS AUTHORIZED BY HARLAN COUNTY PROJECT OFFICE STAFF.

SECTION C
2016 – 2020

SPECIAL LEASE UNIT REQUIREMENTS

A. LEASE UNIT 1A:

Rental Offset 2016: The lessee will be required to purchase approved cereal crop or food plot mix to be used on USACE land at Harlan County Lake. Exact seed quantities and specifications may be obtained from the project office.

Total Offset: Will Not Exceed the remaining 90% balance of the first year lease payment.

Within 60 days of receiving your signed executed lease, the lessee shall submit a paid invoice and request to the project manager for rental offset due in accordance with the provisions contained in Section A of paragraph 18 of the Land Use Requirements.

Rental Abatement 2016 thru 2019: The lessee will be required to provide labor or hire a contractor to light disk idle acres on owned property at Harlan County Lake. Exact location maps will be determined each year by Harlan County Lake staff. Specific details for disking can be obtained from the Harlan County Lake Project Office. The lessee may request rental abatement subject to paragraph 17 of Section A for 100% of the cost of the work completed provided the cost does not exceed the remaining the total rent due for the last four years of the lease.

Total cost for disking idle acres will not exceed the total yearly payment for lease unit 1A.

Upon completion of the work, the lessee shall contact the Project Office for final approval. After acceptance of the work, the lessee shall submit a paid invoice and request to the project manager for rental abatement due, in accordance with the provisions contained in paragraph 17 of the Land Use Requirements.

B. LEASE UNIT 53:

Rental Offset 2016: The lessee will be required to purchase an invasive species herbicide such as glyphosate, imazapyr, or picloram and the adjuvants and spray oils used in controlling undesirable vegetation on USACE owned property at Harlan County Lake. Exact chemical quantities and specifications may be obtained from the project office.

Total Offset: Will Not Exceed the remaining 90% balance of the first year lease payment.

Within 60 days of receiving your signed executed lease, the lessee shall submit a paid

invoice and request to the project manager for rental offset due in accordance with the provisions contained in Section A of paragraph 18 of the Land Use Requirements.

Rental Abatement 2016 thru 2019: The lessee will be required to provide labor or hire a contractor to light disk idle acres on lease units on USACE owned property at Harlan County Lake. Exact location maps will be determined each year by Harlan County Lake staff. Specific details for disking can be obtained from the Harlan County Lake Project Office. The lessee may request rental abatement subject to paragraph 17 of Section A for 100% of the cost of the work completed provided the cost does not exceed the remaining the total rent due for the last four years of the lease.

Total cost for disking idle acres will not exceed the annual yearly payment for lease unit 53.

Upon completion of the work, the lessee shall contact the Project Office for final approval. After acceptance of the work, the lessee shall submit a paid invoice and request to the project manager for rental abatement due, in accordance with the provisions contained in paragraph 17 of the Land Use Requirements.

C. LEASE UNIT 58:

Rental Offset 2016: The lessee will be required to purchase an invasive species herbicide such as glyphosate, imazapyr, or picloram and the adjuvants used in controlling undesirable vegetation on USACE owned property at Harlan County Lake. Exact chemical quantities and specifications may be obtained from the project office.

Total Offset: Will Not Exceed the remaining 90% balance of the first year lease payment.

Within 60 days of receiving your signed executed lease, the lessee shall submit a paid invoice and request to the project manager for rental offset due in accordance with the provisions contained in Section A of paragraph 18 of the Land Use Requirements.

Rental Abatement 2016 thru 2019: The lessee will be required to provide labor or hire a contractor to light disk idle acres on lease units outside of Lease Unit 58. Exact location maps will be determined each year by Harlan County Lake staff. Specific details for disking can be obtained from the Harlan County Lake Project Office. The lessee may request rental abatement subject to paragraph 17 of Section A for 100% of the cost of the work completed provided the cost does not exceed the remaining the total rent due for the last four years of the lease.

Total cost for disking idle acres will not exceed the annual yearly payment for lease unit 58.

Upon completion of the work, the lessee shall contact the Project Office for final approval. After acceptance of the work, the lessee shall submit a paid invoice and request to the project manager for rental abatement due, in accordance with the provisions contained in paragraph 17 of the Land Use Requirements.

D. LEASE UNIT 83:

Rental Offset 2016: The lessee will be required to purchase an invasive species herbicide such as glyphosate, imazapyr, or picloram and the adjuvants used in controlling undesirable vegetation on USACE owned property at Harlan County Lake. Exact chemical quantities and specifications may be obtained from the project office.

Total Offset: Will Not Exceed the remaining 90% balance of the first year lease payment.

Within 60 days of receiving your signed executed lease, the lessee shall submit a paid invoice and request to the project manager for rental offset due in accordance with the provisions contained in Section A of paragraph 18 of the Land Use Requirements.

Rental Abatement 2016 thru 2019: The lessee will be required to provide labor or hire a contractor to light disk idle acres on lease units outside of Lease Unit 83. Exact location maps will be determined each year by Harlan County Lake staff. Specific details for disking can be obtained from the Harlan County Lake Project Office. The lessee may request rental abatement subject to paragraph 17 of Section A for 100% of the cost of the work completed provided the cost does not exceed the remaining the total rent due for the last four years of the lease.

Total cost for disking idle acres will not exceed the annual yearly payment for lease unit 83.

Upon completion of the work, the lessee shall contact the Project Office for final approval. After acceptance of the work, the lessee shall submit a paid invoice and request to the project manager for rental abatement due, in accordance with the provisions contained in paragraph 17 of the Land Use Requirements.

E. LEASE UNIT 87:

Rental Offset 2016: The lessee will be required to hire a contractor to till an estimated 16,000' of fire breaks for spring burning conducted by USACE staff. The lessee may request rental abatement subject to paragraph 17 of Section A for 100% of the cost of the work completed provided the cost does not exceed the remaining the total rent due for the last four years of the lease.

Total Offset: Will Not Exceed the remaining 90% balance of the first year lease payment.

Within 60 days of receiving your signed executed lease, the lessee shall submit a paid invoice and request to the project manager for rental offset due in accordance with the provisions contained in Section A of paragraph 18 of the Land Use Requirements.

Rental Abatement 2016 thru 2019: The lessee will be required to provide labor or hire a contractor to light disk idle acres or provide tree removal on lease units outside of Lease Unit 87. Exact location maps will be determined each year by Harlan County Lake staff. Specific details for disking can be obtained from the Harlan County Lake Project Office. The lessee may request rental abatement subject to paragraph 17 of Section A for 100% of the cost of the work completed provided the cost does not exceed the remaining the total rent due for the last four years of the lease.

Total cost for disking idle acres will not exceed the annual yearly payment for lease unit 87.

Upon completion of the work, the lessee shall contact the Project Office for final approval. After acceptance of the work, the lessee shall submit a paid invoice and request to the project manager for rental abatement due, in accordance with the provisions contained in paragraph 17 of the Land Use Requirements.

Total cost for annual invasive species grass control will not exceed the annual yearly payment for lease unit 618.

Upon completion of the work, the lessee shall contact the Project Office for final approval. After acceptance of the work, the lessee shall submit a paid invoice and request to the project manager for rental abatement due, in accordance with the provisions contained in paragraph 17 of the Land Use Requirements

F. LEASE UNIT 93:

Rental Offset 2016: The lessee will be required to hire a contractor to winter seed an estimated 155 acres of grass on USACE owned property at Harlan County Lake. Exact location maps may be obtained by contacting the project office. The lessee may request rental abatement subject to paragraph 17 of Section A for 100% of the cost of the work completed provided the cost does not exceed the remaining the total rent due for the last four years of the lease.

Total Offset: Will Not Exceed the remaining 90% balance of the first year lease payment.

Within 60 days of receiving your signed executed lease, the lessee shall submit a paid invoice and request to the project manager for rental offset due in accordance with the provisions contained in Section A of paragraph 18 of the Land Use Requirements.

Rental Abatement 2016 thru 2019: The lessee will be required to purchase a Native Grass, Legume, or wildlife food plot mix to be used for wildlife improvement on USACE owned property at Harlan County Lake. Exact seed specifications may be obtained from the project office. The lessee may request rental abatement subject to paragraph 17 of Section A for 100% of the cost of the work completed provided the cost does not exceed the remaining the total rent due for the last four years of the lease.

Total cost for seed will not exceed the annual yearly payment for lease unit 93.

Upon completion of the work, the lessee shall contact the Project Office for final approval. After acceptance of the work, the lessee shall submit a paid invoice and request to the project manager for rental abatement due, in accordance with the provisions contained in paragraph 17 of the Land Use Requirements.

F. LEASE UNIT 546A:

Rental Offset 2016: The lessee will be required to purchase a Native Grass, Legume, or wildlife food plot mix to be used for wildlife improvement on USACE owned property at Harlan County Lake. Exact seed specifications may be obtained from the project office.

Total Offset: Will Not Exceed the remaining 90% balance of the first year lease payment.

Within 60 days of receiving your signed executed lease, the lessee shall submit a paid invoice and request to the project manager for rental offset due in accordance with the provisions contained in Section A of paragraph 18 of the Land Use Requirements.

Rental Abatement 2016 thru 2019: The lessee will be required to provide labor and materials for creation of field access on lease unit 546A. The lessee may request rental abatement subject to paragraph 17 of Section A for 100% of the cost of the work completed provided the cost does not exceed the remaining the total rent due for the last four years of the lease.

Total cost for work will not exceed the total payment for Lease Unit 546A.

Upon completion of the work, the lessee shall contact the Project Office for final approval. After acceptance of the work, the lessee shall submit a paid invoice and request to the project manager for rental abatement due, in accordance with the provisions contained in paragraph 17 of the Land Use Requirements.

G. LEASE UNIT HC 1:

Rental Offset 2016: The lessee will be required to purchase an invasive species herbicide such as glyphosate, imazapyr, or picloram and the adjuvants used in controlling undesirable vegetation on USACE owned property at Harlan County Lake. Exact chemical quantities and specifications may be obtained from the project office.

Total Offset: Will Not Exceed the remaining 90% balance of the first year lease payment.

Within 60 days of receiving your signed executed lease, the lessee shall submit a paid invoice and request to the project manager for rental offset due in accordance with the provisions contained in Section A of paragraph 18 of the Land Use Requirements.

Rental Abatement 2016 thru 2019: The lessee will be required to provide labor or hire a contractor to light disk idle acres on USACE owned property at Harlan County Lake. Exact location maps will be determined each year by Harlan County Lake staff. Specific details for disking can be obtained from the Harlan County Lake Project Office. The lessee may request rental abatement subject to paragraph 17 of Section A for 100% of the cost of the work completed provided the cost does not exceed the remaining the total rent due for the last four years of the lease.

Total cost for disking idle acres will not exceed the annual yearly payment for Lease Unit HC1.

Upon completion of the work, the lessee shall contact the Project Office for final approval. After acceptance of the work, the lessee shall submit a paid invoice and request to the project manager for rental abatement due, in accordance with the provisions contained in paragraph 17 of the Land Use Requirements.

G. LEASE UNIT 586 C:

Rental Offset 2016: The lessee will be required to purchase a Native Grass, Legume, or wildlife food plot mix to be used for wildlife improvement on USACE owned property at Harlan County Lake. Exact seed specifications may be obtained from the project office.

Total Offset: Will Not Exceed the remaining 90% balance of the first year lease payment.

Within 60 days of receiving your signed executed lease, the lessee shall submit a paid invoice and request to the project manager for rental offset due in accordance with the provisions contained in Section A of paragraph 18 of the Land Use Requirements.

Rental Abatement 2016 thru 2019: The lessee will be required to purchase a Native Grass, Legume, or wildlife food plot mix to be used for wildlife improvement on USACE owned property at Harlan County Lake. Exact seed specifications may be obtained from the project office. The lessee may request rental abatement subject to paragraph 17 of Section A for 100% of the cost of the work completed provided the cost does not exceed the remaining the total rent due for the last four years of the lease.

Total cost for seed will not exceed the annual yearly payment for lease unit 586C.

Upon completion of the work, the lessee shall contact the Project Office for final approval. After acceptance of the work, the lessee shall submit a paid invoice and request to the project manager for rental abatement due, in accordance with the provisions contained in paragraph 17 of the Land Use Requirements.