

**KANSAS CITY DISTRICT
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 Operations Project Manager or their designated representative (hereinafter referred to as the "Corps representative") 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, Conservation and Energy Act of 2008.

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 Corps representative.

c. Prior to initial right-of-entry being granted to the leased property, the Lessee will present, in person, his award notice to the Corps representative 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 Corps representative.

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 county extension office. Chemical treatment of noxious weeds must be approved in writing by the Corps representative and accomplished as recommended by the local county extension office. 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 Corps representative**, based on local market prices. To receive rental abatement under this provision, the Lessee must do the following:

(1) Prior to application of any chemical, the Lessee will contact the Corps representative.

(2) The Lessee, accompanied by the Corps representative, will inspect the area. If chemical treatment is needed, the Lessee and Corps representative 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 Corps representative who will have the option of being present when the chemical is mixed and applied.

c. Should the Lessee fail to take appropriate action within seven days after notification by the Corps representative of a noxious weed problem, then appropriate control measures will be initiated by the Government. **The Lessee will then be assessed a charge that will not be eligible for rental abatement (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.**

d. 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 Corps representative prior to their use. The Lessee **will report** all chemical usage by November 30 of each year on the report form furnished by the Corps representative. 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 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 Corps representative 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 eliminate any unsanitary conditions, control rodent pests, and prevent the spread of disease.

5. Grassland Management. Areas with stands of desirable grass or legumes will not be plowed or destroyed. 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 required that flood killed grasslands be restored to the original condition. Labor, equipment and materials will be reimbursed through rental abatement for cost approved by the Corps representative as stated in paragraph 17 below.**

6. Timber Management. Timber removal is restricted to fallen trees and driftwood. A woodcutting permit and prior approval from the Corps representative is required for the Lessee and the general public. Standing trees will not be cut unless they constitute a danger to life or property. Permission may be granted by the Corps representative to

remove such timber.

7. Tillage Restrictions. Tillage of croplands is not permitted within 150 feet of the multipurpose pool contour. Contour farming must be utilized to prevent soil erosion. No-till and minimum tillage methods are encouraged. Fall tillage is permitted only for the planting of winter wheat.

8. Crop Residue Management. In the interest of soil fertility and protection from wind and water erosion, the Lessee shall not remove crop residues. Such residues shall be left on the land and incorporated into the soil. Small grain, soybean, corn, and grain sorghum residues will not be incorporated into the soil before March 1 of the following year. Crops may be grown for seed or grain production only. Cutting of crops for silage is prohibited.

9. Hay Production. Hay production shall be conducted so as not to endanger the vegetative stand nor seriously deplete the carbohydrate root reserve, soil nutrients, or organic matter.

a. Hay will not be stacked or stored on the leasehold. All cut and/or windrowed grass will be promptly baled and all bales (including broken bales) will be removed from Government property within 14 days after baling. All equipment must be removed from the leasehold immediately after baling.

b. Cutting dates, frequency, and other limitations for warm season and cool season grasses are stated in Section B of these requirements.

10. Changes in Crop Schedules and Haying Dates. The Corps representative may approve changes in crop schedules and haying dates to adjust for conditions beyond the Lessee's control such as flooding, drought, etc. Approval of requested changes will be dependent upon requirements of the project and the Food, Conservation, and Energy Act of 2008. Upon approval, such changes should be documented and placed in Lessee's file at project office. Any changes substantially increasing the value of the lease must receive prior approval by means of a supplemental agreement to the lease.

11. Burning. Prescribed burning by the Lessee is prohibited on project lands unless authorized in Section B and by written permission from the Corps representative. Should the Corps representative determine that a burn of grassland is needed to improve wildlife habitat, he or she may authorize burning of the grassland by project personnel.

12. Grazing. The grazing and/or presence of cattle is prohibited on project lands unless authorized under Section B.

13. 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 Corps representative prior to starting. The written approval must be signed by the Corps representative and agreed to by the Lessee and shall include the number of feet 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 foot for rental abatement purposes is to be included on the written approval. The reimbursement per foot 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 Corps representative in order to qualify for rental abatement when allowed.

14. Restoration of Gates - Government Property Line Fences Only. When the Corps representative 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 Corps representative prior to starting. The written approval must be signed by the Corps representative 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 Corps representative in order to qualify for rental abatement when allowed.

15. Restoration of Field Accesses. When the Corps representative has determined that access to a leased area has deteriorated to a point it hinders access to 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 Corps representative prior to starting. The written approval must be signed by the Corps representative 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.

16. Special Land Management Practices. 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, grass seeding (according to NRCS specifications), 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. **Labor, equipment and materials will be reimbursed through rental abatement for cost approved by the Corps representative as stated in paragraph 17 below. Total reimbursement under this or any other provision or condition of the lease shall not exceed the cash rental.**

17. 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 the following to the Corps representative for rental abatement by October 15:

- 1) An original set of invoices/receipts marked paid by vendor and labeled with the appropriate lease unit identification.
- 2) A written request for rental abatement.

b. Any discrepancies between the invoices/receipts and the work performed, such as minor non-returnable materials and, left over and returned items must be explained.

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 remaining cash consideration.

18. Procedures to Insure Credit of Rental Offset for Work Performed.

a. The Lessee shall hire a reputable vendor to perform the applicable work requirements in accordance with the provisions and schedules set forth, and when payment is made, the Lessee shall submit the following to the Corps representative for rental offset by October 15 (except in first year of lease, when submissions are required within 60 days of receipt of executed lease):

- 1) An original set of invoices/receipts marked paid by vendor and labeled with the appropriate lease unit identification.
- 2) A written request for rental offset.

b. All work must be completed before the planting of a spring crop, the harvesting of hay and/or the beginning of the annual grazing season.

c. Any discrepancies between the invoices/receipts and the work performed, such as minor non-returnable materials and, left over and returned items must be explained.

d. Rental offset 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 remaining cash consideration.

19. 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 \$1,000 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.

20. Highly Erodible Land Conservation and Wetland Conservation Programs.

The Food, Conservation and Energy Act of 2008 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 therefrom.

21. 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 17. **Total reimbursement under this or any other provision or condition of the lease shall not exceed the cash rental.**

SECTION B
SPECIAL PROJECT REQUIREMENTS

22. Wildlife or Non-beneficial Use Lands. Areas that have been designated as wildlife lands, native grass plantings, habitat strips, tree plots, idle areas, perimeter hay strips, cultivated weed strips, may not be utilized by the lessee for the purpose of mowing, haying, driving, turning or parking vehicles. At lessees' own expense and labor, the lessee will repair all damages done to such areas.

23. Vehicle Crossings and Gate Entrances. On leaseholds where access gates or cables restrict vehicle access into leasehold, the lessee is required to keep the gates closed at all times year round. The lessee shall provide a lock at the lessee's own expense and be secured to the chain on the end of the cable gate. Lessee shall contact a project representative if the cable gate is already locked on both sides of the gate so one lock can be removed. The lessee shall return the cable gate to a closed position after the lease unit has been evacuated at the end of the each day.

24. Equipment on Leases. All lessee equipment may not be stored on lease for excess of 14 days unless written permission granted by project representative.

25. Five Percent Standing Crop Required on all Crop Leases

- a. A maximum of five crops are allowed during the 5 year lease term.
- b. Five percent (5%) of all crops must remain unharvested for wildlife food plots. The "set-a-side" will be marked on a map by Corps personnel annually. The lessee is responsible for obtaining their set-a-side maps prior to harvesting and ensuring that each set-a-side is left in its predetermined location. Each set-a-side will be thirty feet wide (30'). In the occurrence that a set-a-side is harvested or partially harvested, the lessee will be cited for failure to comply with a lease. If a set-a-side is 28' wide or left unharvested in an alternate location, the set-a-side is considered not complete and the lessee will be cited and/or lease revoked.
- c. Vehicles and/or farm equipment will not be driven on or turned in the areas of unharvested or standing crops left for food plots.
- d. It is agreed to and understood by both parties that the above-stated standing crops are the property of the Government from the date of planting until the first day of March after crop maturity. At this time (1 March), the lessee may harvest the standing crop providing that the lease has not been terminated for any cause whatsoever.
- e. The failure of the lessee to comply with any of the above stated land use regulations shall be considered grounds to revoke the lease and a citation issued

26. Haying Requirements

- a) Hay cutting dates for all hay leases are June 1 through August 30.
- b) Hay bales shall be removed from government property no later than 14 days after

being baled.

- c) If an area identified as hayable by the lease unit map is not hayed during the above mentioned dates, it must be rotary mowed no later than August 31.
- d) The storage of hay on government land is not permitted. If hay bales are left on a lease for more than 14 days, the lessee will be cited for failure to comply with a lease, the hay bales will become Government Property and the hay bales will be removed by project staff.

SECTION C**SPECIAL CONDITIONS**

27. All available agricultural lease units are designated as “No-Till Only.” Due to the slope of the land and soil types, these units must be farmed with approved no-till equipment and methods only. The NRCS will be consulted for verification of equipment and soil residue percentages.
28. **A-2-6** – consists of a 12 hay fields totaling 51.4 acres. The lease term is for 5 years. The lease unit can be accessed via 4 cable gates on King Road and 2 cable gates at Access 2. A new crossing was installed this year to connect the 3 acre field to the 6.9 acre field in order to prevent the lessee from needing to cross private property. No rental offsets are scheduled for this lease unit.
29. **A-10,11** – consists of 18 crop fields totaling 73.2 acres. The lease term is for 5 years. Access to the lease unit is through 2 cable gates at Access 15, one cable gate on J Hwy, and one cable gate at Access 14. No rental offsets are scheduled for this lease unit.
30. **B-4,5** – consists of 3 hay fields totaling 16.3 acres and one crop field that is 3.3 acres. The lease term is for 5 years. Access to the lease unit is on 223rd Street. No rental offsets are scheduled from this lease unit.
31. **C-1** – consists of 8 hay fields totaling 23.9 acres. The lease term is for 5 years. The 5.9 acre field is landlocked and can only be accessed by obtaining permission from the adjacent landowner. Access to the lease unit is through 2 cable gates on McCulloch Rd near Access 7. No rental offsets are scheduled for this lease unit.
32. **C-5** – consists of 5 crop fields totaling 29.9 acres. The lease term is for 5 years. The lease unit can be accessed through 2 cable gates located at Access 8. This lease unit was not planted in 2015 due to historic high water levels. The Rental Offset for C-5 should be sent to a rock quarry near Smithville capable of providing shot rock, rip rap, gabion stone, and road rock and deposited on the U.S. Army Corps of Engineers account. The funding will be utilized by Corps staff to improve agricultural crossings, gravel ag roads and public access points. Follow Rental Offset Directions listed below.
33. **D-2,3** – consists of 6 crop fields totaling 59.5 acres and 1 hay field that is 12.2 acres. The lease term is for 5 years. The entire lease is landlocked. It is up to the Lessee to secure access to the property by negotiating with the adjacent land owner so **bid accordingly**. The landowner contact information will be provided to the lessee once the lease is awarded. Please contact the Natural Resource

Manager Derek Dorsey at 816-389-3947 for more information. This lease unit was not planted in 2015 due to historic high water levels on Smithville Lake. No rental offset is scheduled for this lease unit.

34. **D-4,11** – consists of 9 crop fields totaling 63.6 acres. The lease term is for 5 years. The west half of the lease unit can be accessed through 2 cable gates on Springtown Rd/Birch St, just south of Plattsburg. The east half of the lease unit can be access via 1 cable gate located at Access 30 on Middle Road. The 2 farthest east fields that measure 0.6 acres and 5.3 acres are fields that have recently been cleared of woody vegetation and consist of cool season grasses, small saplings, and weeds. Additional work to these 2 fields in order to prepare them for planting is the lessee’s responsibility. This lease unit was not planted in 2015 due to historic high water levels on Smithville Lake. The Rental Offset for D-4,11 should be sent to a rock quarry near Smithville capable of providing shot rock, rip rap, gabion stone, and road rock and deposited on the U.S. Army Corps of Engineers account. The funding will be utilized by Corps staff to improve agricultural crossings, gravel ag roads and public access points. Follow Rental Offset Directions listed below.
35. **D-6,7,9** – consists of 3 crop fields totaling 31.2 acres and 5 hay fields totaling 29.2 acres. The lease term is for 5 years. The 2 west crop fields are accessed by Middle Road off of C Hwy at Plattsburg. The 14.9 acre crop field is access off of C Hwy. The access to the field is steep along the road right of way. The hay fields can be accessed through a cable gate located at Access 10. The crop ground in this lease unit was not planted in 2015 due to historic high water levels on Smithville Lake. No rental offset is scheduled for this lease unit.
36. **D-13,15** – consists of 4 crop fields totaling 64.8 acres. The lease term is for 5 years. The 7 and 9 acre crop fields are accessed though a cable gate at Access 11. The 12.8 and 36 acre fields are accessed via road frontage on Springtown Rd. The Rental Offset for D-13,15 should be sent to a rock quarry near Smithville capable of providing shot rock, rip rap, gabion stone, and road rock and deposited on the U.S. Army Corps of Engineers account. The funding will be utilized by Corps staff to improve agricultural crossings, gravel ag roads and public access points. The rental offset may also be utilized to purchase culverts to be utilized on agricultural crossing improvements and repairs. Corps staff will coordinate the rental offsets with the lessee. Follow Rental Offset Directions listed below. This lease unit was not planted in 2015 due to historic high water levels on Smithville Lake.
37. **E-5** – consists of 3 crop fields totaling 16.6 acres. The lease term is for 5 years. The lease unit is accessed via a cable gate located at Access 32 on Eastern Rd. The lease unit was not planted in 2015 and currently consists of annual weeds. No rental offsets are scheduled for this lease unit.

38. **E-9** – consists of 3 crop fields totaling 17.6 acres. The lease term is for 5 years. The lease unit is accessed by the road frontage on Quinn Rd. No rental offsets are scheduled for this lease unit.
39. **F-3** – consists of 6 crop fields totaling 38.3 acres. The lease term is for 5 years. The lease unit is accessed via a cable gate at Access 19 on C Hwy. This lease unit was not planted in 2015 due to historic high water levels on Smithville Lake. The Rental Offset for F-3 should be sent to a rock quarry near Smithville capable of providing shot rock, rip rap, gabion stone, and road rock and deposited on the U.S. Army Corps of Engineers account. The funding will be utilized by Corps staff to improve agricultural crossings, gravel ag roads and public access points. Follow Rental Offset Directions listed below.
40. **F-7** – consists of 12 crop fields totaling 35.6 acres. The lease term is for 5 years. The lease unit is accessed via a cable gate located at Access 23, Access 22, and the dead end road of 176th Street. The 5.1 and 6.7 acres fields were not planted in 2015 due to the historic high water levels on Smithville Lake. Several equestrian trails exist in this lease unit. No rental offsets are scheduled for this lease unit.
41. **G-2** – consists of a 3 hay fields totaling 57.9 acres. The lease term is for 5 years. The lease unit is accessed via road frontage on DD Hwy, west of Litton Way and the agricultural road shown on the map. No rental offsets are scheduled for this lease unit.
42. **LP-1, G-6** – consists of 2 lease units that were combined this year due to their proximity. The new lease unit is made up of 7 hay fields that are intertwined with hiking trails. The lease term is for 5 years. Access to the lease unit is from road frontage on F Hwy and road frontage on Litton Way. No rental offsets are scheduled for this lease unit.
43. **CB-1** – consists of 9 crop fields totaling 81.2 acres, however only 60 +/- acres will be farmed each year. The first year rental offset for this lease unit will consist of road rock delivery for agricultural road improvements. The rental offset should be directed to a local rock quarry for Corps staff to schedule delivery of road rock for agricultural road improvements. During the remaining four years, Corps staff will identify 20 acres within the lease unit to leave idle for the year. The rental offset for this lease unit will consist of the lessee hiring a contractor to construct erosion control measures like terraces, tiled check dams, or grass waterways on the idle 20 acres. Corps staff will work with the lessee to select a suitable vendor/contractor and to develop a detailed scope of work for the contractor to complete with the rental offset funding. The scope of work will be made part of the lease in the form of a mutual supplemental agreement. The lease term is for 5 years. Follow Rental Offset Directions listed below.

- 44. Rental Offset Directions:** The lease units described above detailing Rental Offsets should follow these directions. Each applicant shall follow the terms listed under #6, letter F (Deposit Required for Annual Rent) of the Notice of Availability, which states for any rent exceeding \$1,000 annually, each applicant shall submit a separate check or money order for each lease unit for ten (10) percent of the annual rent made payable to FAO-USAED Kansas City with their bid packet. Once the Real Estate Branch has awarded the lease to the highest applicant; the lessee shall complete the rental offsets set forth above within 10 days for material purchases or 60 days for construction work and submit a copy of the check, an original set of invoices/receipts marked paid by the vendor/contractor along with a written request for rental offset for the remaining ninety (90) percent of the annual rent. Hand delivered documents shall be provided to Derek Dorsey at: U.S. Army Corps of Engineers, Jerry Litton Visitor Center, 16311 County Rd DD, Smithville, MO 64089.
- 45.** After the first years payment, the rental offsets listed for each lease unit shall be completed annually by **NOVEMBER 1st** along with a copy of the check, an original set of invoices/receipts marked paid by the vendor/contractor along with a written request for rental offset hand delivered to Derek Dorsey at: U.S. Army Corps of Engineers, Jerry Litton Visitor Center, 16311 County Rd DD, Smithville, MO 64089. The rental offsets after the first year will be for 100% of the lease payment, SO BID ACCORDINGLY. Lessees will be required to pay for the first years rent when the lease is awarded, and complete the upcoming years rental offset by November 1st of the same year. For questions concerning the rental offsets, please contact Derek Dorsey at 816-389-3947.