

**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.

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:

Prior to application of any chemical, the lessee will contact the Corps representative.

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.

**LAND USE REQUIREMENTS
SECTION B
SPECIAL PROJECT REQUIREMENTS**

21. Required Crop Rotations In the interest of sound management and to satisfy soil and water conservation plans resulting from the Food Security Act of 1990, crop rotations, if required, must be followed. This may include high risk acreage. Changes in crop schedules will not be made for reasons within the lessee's control (such as work on other lands, equipment scheduling, labor, etc.) nor will they be made for reasons beyond the lessee's control (weather, flooding, etc.) if such changes would compromise conservation compliance on the lease. When wheat is scheduled in the rotation and cannot be planted for any reason, the field (s) will be left idle until the rotation resumes. For leases with no crop rotation (any crop), the lessee's crop schedule must be discussed with and approved by the project staff before planting begins. All crop rotations contained in this document are based on conservational farming practices. Should the lessee choose to use a no-till farming practice the crop rotations may be modified to a less restrictive rotation.

22. USDA Programs Before any acreage may be enrolled in any USDA commodity program, the lessee must arrange a joint meeting among the lessee, project staff, and the County Executive Director (CED). The purpose of this meeting will be to develop a consensus on all aspects of the program and how they relate to the wildlife management objectives of the lease. Generally, where a crop rotation is specified, and crops are desired as a part of the overall management plan, the lessee will not be permitted to idle large tracts of land. Areas used for set-aside or conservation usage must be approved by the project personnel. In general, areas identified as hay fields or non-beneficial use areas will not be allowed to be placed in these programs. The lessee may receive no more than 90% of the eligible farm program benefits as administered by the Farm Service Agency (FSA). This provision will preclude the lessee from receiving benefits on the 10% crop share belonging to the Government. Leases are not eligible for advance FSA payments.

23. Designation of Crop and Hay Acres The following abbreviations and descriptions are used on Tract Maps (Exhibit "B"):

Field Numbers – used for identification. Beneficial use acreage is shown elsewhere on the Tract Map.

Crop Acreage – designates areas to be cropped.

Hay Acreage – designates areas of warm or cool season hay to be cut for hay or seed production.

High Risk – designates areas, which lie below elevation 720' m.s.l. (approx.). May be subject to frequent flooding.

24. Wildlife Food and Nesting Strips: To supplement winter food supply for wildlife, it is the intention of the Government to have each available crop field planted to the specified crop in the rotation. If the lessee chooses not to plant a field for any reason, the lessee will still be required to plant the Government's share (10%). In addition, the lessee will also leave 10% of the planted crop(s) un-harvested and standing in the field. This requirement applies to each field, with no trade-offs between fields. The location of the crop to be left may vary from year to year and will be determined by the project staff. If, for any reason, the lessee should desire to move the specified location or harvest before this determination is made, he must contact the project office before he begins. In accordance with Section A paragraph 19, failure to leave the full 10% of the standing crop at the designated location will result in the lessee being assessed a \$100 Administrative cost plus actual cost. Actual cost value will be based on the countywide average for the crop. The 10% standing crops are the property of the Government and will not be disturbed until 1 March of the year following maturity of the crop. After 1 March, if the lease has not been terminated for any reason, the lessee may harvest the crop or incorporate it into the soil. The above procedure will not apply to fields that are planted in wheat. The lessee will be allowed to harvest 100% of the wheat crop.

25. Areas Excluded for Wildlife Habitat Use All areas not specifically used for crop or hay production purposes by the lessee are excluded from beneficial use to the lessee. In addition, other areas, as shown on Exhibit "B" may be excluded from beneficial use and may not be tilled. The lessee will not plow, plant, cultivate, or mow these areas, nor park on or traverse them with machinery except as provided in these Land Use Requirements. These areas may be burned, mowed, or planted, as specified by project personnel at any time as wildlife management practices.

26. Hay Cutting Dates

Cool Season Hay (fescue)

2 cuttings; 1 May – 15 June & 15 Aug – 1 Oct. Minimum cutting height is 4 inches.

Warm Season Hay (bluestems, Indian grass, switchgrass)

1 cutting; 1 July – 31 July. Minimum cutting height is 6 inches.

Lespedeza/red clover

1 cutting; 1 July – 31 July.

Alfalfa

2 cuttings; 15 May – 15 June & 15 July – 15 Aug.

If fields designated for hay are not hayed each year of the lease, the lessee will be required to mow these fields to control woody invasion. The fields will be mowed between 1 Aug. – 15 Aug. for fields designated as warm season hay or legume hay and 1 Oct.- 15 Oct. for fields designated as cool season hat. No rental abatement is available for this work.

27. To be eligible for any rental abatement request, the lessee must be in full compliance with all terms, conditions, and requirements of the lease.

28. Needed Field Renovation The operations Manager or a designated representative may determine that the lessee, using his/her own labor and equipment, may accomplish field renovation work on specified sites of the leasehold. The lessee must meet with the Operations Manager or representative prior to commencing any work to verify work sites and approximate number of hours to spent accomplishing the work. The lessee may be reimbursed through rental abatement for labor hours of work accomplished in an amount per hour pre-determined by the Operations Manager or representative. Total rental abatement cannot exceed the cash consideration for the term of the lease.

29. Mowing Field Trails The lessee will be required to mow all field trails once a year of the lease term. No rental abatement is available for this work.

**LAND USE REQUIREMENTS
SECTION C
SPECIAL LEASE UNIT REQUIREMENTS**

The following site-specific recommendations are made as to limitations, restrictions, conditions, safety issues and concerns to be included in the grant to make the proposed use compatible with the operations of the project.

A. Lease Unit = D-12 (Forks of Otter Creek)

Approximate Total Acres – 230

Acres Crop – 24.31

Acres High Risk Crop – 19.97

Acres Cool Season Hay Restoration (optional) – 28.92

1. All Crop fields on this lease are considered highly erodible. In order to comply with current USDA Regulations the following crop rotations are required.

All Crop Fields

2013 – No-till Soybeans

2014 – Wheat

2015 – No-till Corn or Milo

2016 – No-till Beans

2017 – Wheat harvested by Fall

2. Fields 6 and 9 have historically been used for hay production, but are now becoming invaded with woody vegetation. After coordination with Project staff, the lessee has the option to perform field renovation work on some or all of these fields to return them to hay production. This work would mostly involve a dozer and brush hog, for which the lessee would be eligible to receive rental abatement. After these areas have been returned to haying quality, the lessee will be required to hay or mow them annually.

3. Fields 1 and 2 have been impacted by previous floods. Consequently, drift removal work may be required to return these fields to production. After negotiation with and approval from Project staff, the lessee will be eligible to receive up to \$100 per hour (depending upon equipment used) for drift removal/field renovation work.

B. Lease Unit = D-17/18 (Old AA Highway)
Approximate Total Acres – 720.0
Acres Crop – 119.54
Acres High Risk Crop – 51.68
Acres Warm Season Hay – 8.84

1. In order to comply with current USDA Regulations, the following crop rotations are required:

Fields 2, 5, and 9

- 2013 – Idle
- 2014 – No-till Corn or Milo
- 2015 – No-till Beans
- 2016 – Wheat
- 2017 – No-till Corn or Milo

Fields 6, 7, and 8

- 2013 – No-till Corn or Milo
- 2014 – No-till Beans
- 2015 – Wheat/Idle
- 2016 – No-till Corn or Milo
- 2017 – No-till Beans

Fields 10, 12, 15, 17, and 18

- 2013 – No-till Soybeans
- 2014 – Wheat/Idle
- 2015 – No-till Corn or Milo
- 2016 – No-till Soybeans
- 2017 – No-till Corn or Milo

Fields 11, 13, 14, and 16

- 2013 – No-till Corn or Milo
- 2014 – No-till Soybeans
- 2015 – Wheat/Idle
- 2016 – No-till Corn or Milo
- 2017 – No-till Beans

2. Sections of this lease are subject to periodic flooding. Consequently, drift removal work may be required to return some fields to production. After negotiation with and approval from Project staff, the lessee will be eligible to receive up to \$100 per hour (depending upon equipment used) for drift removal/field renovation work.

3. The lessee will be required to oversee Field 20 to lespedeza at a rate of 15 lbs./acre before 1 March 2014. One hundred percent of the seed cost is subject to rental abatement.