

**LAND USE REGULATIONS**  
**(Hay Production – Hay Lease 22)**  
**Fort Riley Military Reservation, Kansas**  
**1 January 2013**

The Government must use all available tools of good land management, resource conservation, and modern research in striving to maintain and manage its land to facilitate maximum use for all present and anticipated future military training needs, recreation, wildlife, cultural resources, and environmental protection as well as interim agricultural purposes, in accordance with the Fort Riley Integrated Natural Resources Management Plan. These practices are incorporated into these Land Use Regulations.

General Conditions

1. The lessee agrees to furnish all equipment and labor and to conduct all farming operations in accordance with the lease 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. All operations shall be conducted with extreme care to avoid the possibility of disturbing or destroying boundary or survey monuments, markers, or benchmarks. Prior to initial right-of-entry being granted to the leased property, the lessee shall meet, in person, with the Chief, Conservation Branch, Directorate of Public Works (DPW), or his designee, so that the lessee's management plan, lease conditions, and Land Use Regulations may be mutually discussed. No lessee will be granted access to the installation for the purpose of working on the leasehold until this coordination meeting has taken place. Lessees shall coordinate this meeting prior to visiting the office. Thereafter each year, prior to commencing agricultural operations and/or related work requirements, the lessee again shall meet with the Chief, Conservation Branch, DPW or his designee. At this time, any management problems and/or leasehold improvement practices may be discussed.

2. The lessee agrees, in accepting this lease, that he/she shall utilize the leased premises only for the production of hay. No other crops shall be planted, cultivated, harvested, or produced without the expressed prior written consent of the District Commander or his representative.

3. This lease allows for the production and/or harvest of agricultural products only. Whereas Fort Riley is a military installation, no other lease privileges, including tenant hunting, fishing, fur harvesting, and other such activities are granted and/or implied.

4. Utilization of Lands

a. The primary purpose of this lease is to provide for the safety of the troops training at Fort Riley Military Reservation by utilizing said portions of the interior for agricultural purposes as set forth herein.

b. Utilization of the land covered in this lease is limited to hay production only. The harvest of seed from grasses or other plants is not permitted under these land use regulations.

c. Movement of troops, artillery firing, aircraft demonstration, bombing, or other related military activities may interrupt the lessee's use and occupancy of the tract. Hay crops may be damaged by wildfires, by wildlife, or by troops moving on foot, by vehicles, or by other means before, during, and/or after the normal hay cutting periods. The lessee agrees and understands that the Government shall not be held liable for damage to crops (harvested or unharvested) due to any cause whatsoever.

d. Hay production shall be conducted so as not to endanger the vegetative stand, by seriously depleting the carbohydrate root reserve, soil nutrients, or organic matter; wildlife habitat value of the installation; or spread noxious weed seed. The lease may be harvested under the following conditions:

- (a) May be cut during the period 1 May to 30 September except in those areas infested by sericea lespedeza.
- (b) In areas infested by sericea lespedeza, may be cut only during the period of 1 May to 15 August.
- (c) Only those areas harvested prior to 20 June will be allowed to be cut a second time each season.
- (d) At any point of time following 1 September, the Government may mow said areas to improve appearance. Such mowing shall not be considered compensable damage to the lease.
- (e) All vegetation once cut shall be baled within 14 days.

e. Hay Removal: All hay cut for the lessee's personnel use during the early cutting period (1 May – 20 June) shall be removed from the lease by 15 July each year. All hay cut for the lessee's personnel use during the late cutting period (20 June – 30 September) shall be removed by 25 October each year.

**Any hay not removed by the set day will become the property of the United States Government and is subject to confiscation by the Government.**

f. Extensions of hay cutting dates will not be granted for any reason.

5. Noxious weeds Portions of the Fort Riley Military Installation are infested with noxious weeds, including musk (nodding) thistle and sericea lespedeza. It is the lessees' responsibility to ensure that seed from any noxious weed is not transported off the leasehold in accordance with the State of Kansas Noxious Weed Laws. A map of known sericea lespedeza infested areas may be obtained from the Chief, Conservation Branch. The lessee shall report locations of any State of Kansas listed Noxious Weed to the Chief, Conservation Branch, or his designee.

6. Burning Prescribed burning by the lessee or his agents is not permitted on Fort Riley. Lessees may contact the Chief, Conservation Branch, to request areas be prescribed burned. Portions of the Fort Riley Military Installation, including leasehold areas, are scheduled to be burned each year. This information is available to the lessee on a yearly basis from the Chief, Conservation Branch. Prescribed burning will be performed at the discretion of the Government.

7. Protection of Archeological Resources Archeological resources on federal lands are an irreplaceable part of the Nation's heritage. Army wide cultural resources programs are in place to maintain the integrity of important resources. "Archeological resources" means any material remains of past human life or activities which are of archeological interest as promulgated in the Archeological Resources Protection Act of 1979.

a. Under the Archeological Resources Protection Act of 1979 Sec. 6. (a) No person may excavate, remove, damage, or otherwise alter or deface or attempt to excavate, remove, damage, or otherwise alter or deface any archeological resources located on public lands or Indian lands unless such activity is pursuant to a permit. Fort Riley Lease agreements do not constitute permits to this effect. The Archeological Resources Protection Act of 1979 makes provisions for both criminal and civil penalties for violations.

b. Regular lease maintenance activities carry the potential to lead to the discovery of previously unknown archeological resources. In the event of inadvertent discovery of archeological resources all further work that would be detrimental to the newly discovered resources shall cease and the Cultural Resources Management Administrator of the Conservation Branch shall be contacted as soon as possible at 785-239-6211.

c. Archeological resources include any evidence of past human activity, including activity by Native Americans, European Americans, the Army, or any other group that has historically occupied the area. Examples of resources include, but are not limited to, arrowheads, buttons, coins, pottery (both historic and prehistoric), bottles, and other such objects.

### SPECIAL CONDITIONS

8. Hay Production for Commanding General Mounted Color Guard:

a. Each year, the lessee shall provide the Commanding General Mounted Color Guard (CGMCG) one-hundred eighty (180) tons of baled hay from the lease.

b. The lessee shall inform the Conservation Branch Chief, or his designee, approximately one week prior to commencing operations. The Conservation Chief, or his designee, will inform the CGMCG of the pending harvest so the Commander, CGMCG, may make arrangements to remove their portion of the hay in a timely manner.

c. The hay for the CGMCG shall be cut when no rain is expected within 36 hours of cutting.

d. The hay for the CGMCG shall be cut prior to seed head production.

e. The hay shall be dried in windrows a minimum of 24-hours prior to baling. The hay may be raked if necessary to dry it.

f. The hay shall be baled in large, round bales weighing between 1200 and 1800 pounds. It may be either tied with string or wrapped with bale wrap.

g. The bales shall be moved to a location easily accessible at the edge of each field within 48 hours of baling.

h. The CGMCG will be responsible for removing the hay baled for their organization from the field and transporting it to the final storage location.

i. Approximately one-hundred twenty (120) tons of baled hay shall come from the early cutting and sixty (60) long tons of baled hay shall come from the later cutting.

j. The CGMCG may designate specific tracts as the hay they desire. The designation will be provided to the lessee prior to any hay being cut each year.

#### 9. Use of Agricultural Chemicals

a. Herbicides, insecticides, and other agricultural chemicals shall be used on the leasehold only after a supplement agreement has been reached between the Chief, Conservation Branch and the lessee. All chemicals shall be applied in accordance with label directions and in such a manner as to minimize drift, runoff, and pollution on non-target areas.

b. If agricultural chemicals are approved, the lessee shall complete a "Chemical Report Form" and provide the completed form to the Chief, Conservation Branch no later than the date agreed on within the supplemental agreement. This report shall cover all chemicals applied to Fort Riley lands by the lessee during the length of the supplemental agreement's conditions. A copy of the chemical label for each chemical used shall be provided with the chemical report. If the lessee fails to provide this report the lessee shall be considered to be in default with the terms of this lease and may be subject to revocation of the lease.

c. The CGMCG may treat specific tracts to reduce weed competition with the hay production. The lessee will be informed of any tracts that were treated, including any haying restrictions, within 5 calendar days of the treatment. The lessee shall follow all restrictions associated with the pesticide applied.

d. The lessee shall fertilize all feasible tracts in the lease at the appropriate time at the following minimum rates:

Year 1 – a minimum of 60 pounds available nitrogen, 15 pounds each of available phosphorous and potassium.

Years 2 and 3 – a minimum of 60 pounds of nitrogen.

e. The lessee shall inform the Chief, Conservation Branch, or his designee, of the proposed fertilization date a minimum of 10 days prior to fertilization.

f. The lessee shall also provide the Chief, Conservation Branch, or his designee, the fertilization mixture and rate within 10 days of the completion of the fertilizer application. If the lessee fails to report this information, the lessee shall be considered to be in default with the terms of this lease and may be subject to revocation of the lease.

10. Restoration of Grassland In the interest of restoration and improvement of grassland and in accordance with the money that is available in the cash consideration after rental abatement has been given for all other provisions of the lease, the lessee may improve or restore grassland as determined by the Chief, Conservation Branch, or his representative. Restoration and improvement of grassland work may include, but is not limited to, brush control by mowing, reseeded of areas that were previously cultivated, overseeding of existing stand of grass, constructing permanent structures, removal of undesirable trees by cutting or clipping, and spraying for undesirable plants and/or noxious weeds. A separate written document between the Conservation Branch and the lessee will describe the work to be performed, the date(s) of completion, and the amount of rental abatement. The lessee shall follow the procedures listed in section 10 below to receive rental abatement.

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

a. The lessee shall perform the applicable work requirements in accordance with the provisions set forth, and when completed, the lessee shall submit a request through the Chief, Conservation Branch, to the District Commander, U.S. Army Corps of Engineers, for 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. All discrepancies between the invoices and the itemized list, such as minor non-returnable materials, left over and returned items shall be explained.

b. The request for reimbursement and receipted invoices shall be submitted to the Chief, Conservation Branch no later than 10 days after the scheduled work requirements are completed. Except as subject to Condition 11 of the lease, rental abatement may be granted at the discretion of the Chief, Conservation Branch and the District Commander, U.S. Army Corps of Engineers. **Failure to submit reimbursement requests to the Chief, Conservation Branch within 10 days shall result in forfeiture of rental abatement.**

c. Rental abatement will be given in the form of credit to rental fees due or to become due, and the total credit extended under this provision shall never exceed the cash consideration. Refunds for work performed will not, normally, be granted in lieu of rental abatement. Refunds will only be granted in the last year of the lease period.

12. Ingress, Egress, Safety and Security

a. The Government hereby grants to the lessee the right of ingress and egress over and upon reservation roads in connection with said lease, subject to such safety and security rules as may be necessary, subject to General Condition 1 of these Land Use Regulations.

b. The Government will provide the lessee an up-to-date access map each year. This map will show the access points available to the lessee to access the leased areas. Access points may change at any time and the Government will strive to keep the lessee informed as such changes occur.

c. The majority of the access gates on the installation are 16 feet wide or narrower. The lessee shall take this into consideration when choosing equipment to perform lease actions. The lessee shall be held responsible for any damage the lessee or the lessee's agents cause to any gates or fences on the installation.

d. The lessee shall coordinate with the Chief, Conservation Branch, or his designee prior to entering the leasehold. The Directorate of Public Works, Conservation Branch, is located in Building 407 (telephone: 785-239-6211). The Chief, Conservation Branch, or his designee, will inform the lessee when the area may be accessed during the desired period (typically no more than one (1) week). The Chief, Conservation Branch, will also provide the lessee a contact list for Marshall Army Airfield (MAAF) and will coordinate a meeting between the lessee and MAAF personnel yearly for the purpose of gaining access to the tracts within the MAAF security fence. Portions of the Hay Lease lie within military training areas. Troop exercises and weapons training may prevent the lessee from entering the leasehold on occasion. It is the responsibility of the lessee to coordinate access in advance and that any work requirements are completed in a timely fashion.

e. The lessee is herewith duly informed of the danger of entering upon any land within the reservation's boundary. The lessee and the lessee's employees, agents, or others entering the leasehold by virtue of the lessee's occupancy shall comply with all safety and security rules as prescribed by the Installation Commander. To inform said persons of such rules shall be the full and unconditional responsibility of the lessee.

f. Certain areas may contain unexploded ammunition as a result of range firing, or other hazardous items such as concertina wire. All personnel shall use extra precaution to ensure safety. Shells, shell fragments, projectiles, or duds shall not be handled or removed from the Fort Riley Military Reservation. A stake or flag shall be used by the lessee to mark such objects and the location shall be reported to one of the Range Branch personnel authorized to give access to the lease (see paragraph 10b) or to the Chief, Conservation Branch. Flags for marking unexploded ammunition and tape for marking concertina wire may be obtained at the Conservation Branch, Building 407, Fort Riley.

g. During haying operations, the lessee's equipment, when not in use, may be parked in areas designated by the Installation Commander or his representative. However, within 7 days after operations are completed, the lessee shall remove all equipment and personal property from the installation. The lessee agrees and understands that the Government shall not be held liable for damages to personal property and/or machinery due to any cause whatsoever.

h. The lessee shall not deny access to any area. Access shall be by the most advantageous route. The Chief, Conservation Branch will resolve any conflict.

i. Work crews shall not be permitted to live or camp on the military reservation. Any animals brought on the installation by the lessee may be subject to examination for contagious diseases by post authorities, and those found diseased shall be removed promptly from the reservation.

j. The Chief, Conservation Branch, will inform the lessee of the current requirements for accessing the leasehold as changes are made to the access requirements by the Installation or higher headquarters. The information may be provided to the lessee during the annual meeting or may be mailed under separate cover. The lessee shall follow all guidance within the latest directive to obtain access to the lease. The lessee's failure to comply with the latest directives shall be considered in default with the terms of this lease and may result in the revocation of the lease.

13. Spills: In accordance with the Fort Riley Integrated Pest Management Plan and the Site Specific Spill Control Plan (SSSCP), chemical spills shall be reported immediately to the Chief, Conservation Branch, or his designee. The minimum reportable quantities are 1 quart for any pesticide and 2 gallons for any petroleum product or fertilizer. The Chief, Conservation Branch, or his designee, will make the determination if the installation's Spill Coordinator needs to respond. After hours, the lessee shall report any chemical spill to the Fort Riley Fire Department for appropriate action. The Chief, Conservation Branch, will provide the lessee telephone numbers of the appropriate personnel to contact at the start of the lease term and will update those telephone numbers as needed during the lease period.

14. Future Land Management Practices In accordance with the Fort Riley Integrated Natural Resources Management Plan and the Fort Riley, Kansas, Master Plan, including future revisions, additional soil and water conservation practices such as seeding grass, construction of terraces, grassland renovation, additional wildlife habitat practices, and additional maintenance mowing of grass may be implemented on the leasehold. The right is reserved by the Government to amend the lease, in accordance with Condition 11 of the lease and paragraph 9 of the Land Use Regulations, and to make provisions to accomplish said work. The lessee agrees to cooperate in the above-stated practices. The lessee also agrees the Government, through the Chief, Conservation Branch, may make minor, no cost adjustments to the lease when it is in the best interest of the Government to do so. The lessee's failure to cooperate shall be considered in default with the terms of this lease and may result in revocation of the lease.

15. The lessee's failure to comply with any of the above-stated Land Use Regulations shall be considered in default with the terms of this lease and may result in revocation of the lease.