

LAND USE REQUIREMENTS
SMOKY HILL ANG RANGE, KANSAS
SECTION A
GENERAL REQUIREMENTS

1. Policy and Control. The entire area is subject to the joint use of premises being expressly reserved to the Kansas Air National Guard under License No. DACA 41-3-78-900 and License No. DACA41-3-91-508, or subsequent renewal licenses, for military training purposes. 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. Prior to initial right-of-entry being granted to the leased property, the lessee will present, in person, his award notice to the Installation Commander or his representative so that the lessee's management plan and the conditions of leasing and arrangements for locks and access may be discussed. Leases on the portion of the property that is permitted to the Kansas Army National Guard are under the control of the Kansas Army National Guard in regards to access and security requirements. Inapplicable provisions by virtue of the granting clause of the lease are hereby deleted.

2. Safety. The lessee is herewith duly informed of the danger in entering upon any land within the installation boundary. The lessee and his employees, agents, or others entering the leasehold by virtue of the lessee's occupancy shall comply with all safety, environmental, security and access policies as prescribed by the Installation Commander or his representative, and to fully inform said persons of such policies shall be the full and unconditional responsibility of the lessee. The lands available for leasing at Smoky Hill ANG Range are periodically swept for unexploded ordnance (UXO). Due to freezing and thawing of the soil some UXO's may rise to the surface. The lessee shall not disturb UXO's or any object that may be a UXO. All UXO's and suspected UXO's must be reported to Range personnel. The lessee may be required to accompany Range personnel to assist in locating the item. The lessee is required to attend UXO training each year. This training is held in conjunction with the "pre-bid meeting".

3. Restricted Access Lease Units. Lessees of all lease units that are designated restricted access lease units must check in with the Installation Commander or their designated representative before entering the leasehold. Failure to comply with the policy could result in lease revocation.

4. Security. Only the prescribed metal gates will be permitted in the perimeter fence of the installation (range) boundary, except that additional metal gates may be installed by the lessee, at the lessee's expense, upon securing written approval from the Installation Commander or their representative. During the "off" season from 1 November to 30 April of each year, all lessees must check through the Installation Headquarters prior to entering the leasehold.

5. Gate, Lock, and Key Policy. Gates shall be secured with 1/4 inch welded hardened steel chain with one lock furnished by the installation. **Two (2) keys will be issued per leaseholder.** Keys will remain the property of the Government and must be turned in upon termination of the lease or whenever perimeter padlocks are changed. The lessee agrees to pay a fee of \$20.00 per key that is not returned as requested by the Installation. This fee is intended to assist in the

purchase of new locks to ensure that proper security is maintained. The funds that are collected will be deposited in the Grazing and Agriculture account. Perimeter gates will remain locked at all times except when actually necessary for passage by the lessee. The lessee shall carefully control keys to said gates issued by the Installation and persons will not be permitted to enter the leasehold except in performance of official acts necessary in conjunction with the use and occupation of the property as set forth in the granting clause of the lease.

6. Hunting, Fishing, and Trapping Policy. Hunting, fishing, and trapping are under the exclusive control of the Installation Commander or his representative. **These activities are open only to military personnel and their guests and not to lessees or their guests in accordance with Range Operating Instruction 34-101.**

7. Lease Revocation Resulting from Trespass. Any unauthorized intrusion or trespass on another leasehold by the lessee may subject this lease to immediate revocation upon request of the Installation Commander to the District Commander. If a lessee needs to gain access to a leasehold belonging to another party and cannot secure the permission of that lessee, permission to enter can be granted by Installation personnel.

8. Utilization of Land.

a. The term "Agricultural or Grazing Purposes" addresses the use of Government land for farm or pasture purposes. The land shall be used for grazing of the more docile breeds of cattle and horses, hay production and/or grass seed harvesting of native warm season grasses or crop production. The granting clause of the Lease will identify which of these agricultural uses is allowed for the term of the Lease. If the grant is for crop production, subject to the crop rotation limitations of paragraph 27 of this Land Use Requirement, choice of the crop is at the discretion of the Lessee.

b. All equipment and machinery shall be removed promptly at the end of the harvest season and shall not be stored on the leasehold without prior approval of the Installation Commander or their representative. Any vegetative cover destroyed through the efforts or negligence of the lessee shall be promptly reestablished. No tillage will be allowed on any hay or grazing lease, without express written consent of the Installation. The lessee will not discharge or apply any substance to the leasehold or operate in any manner, which would cause pollution to the ground water, surface waters, or air. Herbicides, insecticides, and other agricultural chemicals will be used only when there are no other practical alternative methods. The lessee will only use EPA registered chemicals in accordance with the EPA directions, **and prior to their use, will obtain approval in writing from the Installation Commander or their representative regarding the chemical, the rate, and the method of application. Following application to the leasehold of any chemicals, the lessee will provide the Installation Commander or their representative, in writing, with the following information: Date of application, location, number of acres treated, target pest (i.e. musk thistle, bindweed, etc.), pesticide name and EPA registration number, concentration of the finished formulation, the amount or quantity used, labor time, and name of person(s) involved in application.** All containers and other by-products of the chemical treatment process will be removed from Government property. Burning, burial, or rinsing and/or washing of chemical containers on Government land are prohibited.

9. Grazing Limitations for Grazing Leases

a. Grazing shall not commence prior to 1 May and shall end 31 October of each calendar year. This date may be subject to change by the Range Commander or their representative. No livestock will be permitted on the leasehold outside of the regular grazing season. Grazing must be controlled and varied to utilize pastures under changing climatic conditions, so as not to endanger vegetative cover or encourage weed growth, and the lessee may be required to reduce or cease grazing if weather conditions and/or grazing pressure are endangering the vegetative cover, encouraging undesirable vegetation or will reduce the next season's productivity. **Rental abatements will not be given for removal of livestock from the lease due to weather conditions affecting livestock water or condition of the vegetation.** The Installation will establish stockings rates, for each lease, with the goal of ensuring long-term productivity and overall health and conservation of the rangeland resources. Grazing leases shall be limited to stocking rates as shown in table A. **All livestock placed on the Installation must be weighed on the scales located at the Installation prior to their release into the grazing lease(s). Lessees will be required to set-up appointments with Land Management personnel for weighing and "turn-out" of all livestock. Installation personnel will assist with the weighing and counting of cattle and the completion and submission of livestock inventory sheets. Failure to have Land Management personnel present at weighing and "turn-out" may result in the lessee having to re-weigh the livestock, either a representative sample or all livestock in the lease in question, with Land Management personnel present.** The lessee must inform the Installation Commander or their representative of any changes in the number of animal units on the leasehold during the grazing season. All livestock will be checked regularly by the lessee or his representative. Installation personnel will conduct random inspections of the leases, throughout the year, to ensure compliance with these Land Use Requirements

b. The systems of grazing management at Smoky Hill ANG Range have been designed to be beneficial to grassland yet be profitable for cattle producers. Standards have been set to enable a grazing season as long as possible. In order to ensure proper stewardship of the rangeland resources, two different grazing systems will be allowed.

1. Season long stocking (SLS) is grazing with cow/calf pairs, replacement breeding stock, or other livestock not being raised for slaughter for up to 180 days. This system will maintain high quality grassland, while providing ample forage for livestock performance.

2. Intensive early stocking (IES) is grazing with steers or heifers at up to double the normal stock density for the first 90 days (01 May through 29 July) of the grazing season, followed thereafter by no grazing for the remainder of the grazing season. IES is applicable only to stockers (young growth type cattle raised for slaughter).

a. Lease Unit 11 is designated IES only and the season dates will be 15 April – 15 July.

c. The stocking rates for each lease are as shown in Table A (below). Allowable weight is the total weight of all livestock on the lease for SLS (for IES this figure can be doubled). Lease

Exhibit "A"

usage and cattle head counts will be monitored by the Installation to ensure compliance with lease requirements.

TABLE A

| LEASE UNIT | ACRES PER 1000 LBS. | ACRES | ALLOWABLE WEIGHT |
|------------|---------------------|-------|------------------|
| 11 | 8.75 | 640 | 146,000 (IES) |
| 12 | 7 | 578 | 82,500 |
| 13 | 7 | 634 | 90,600 |
| 15CD | 7 | 535 | 76,428 |
| 17 | 7 | 485 | 69,285 |
| 21 | 8.75 | 633 | 72,300 |
| 31 | 7 | 640 | 91,428 |
| 36C | 7 | 170 | 24,300 |
| 41 | 7 | 584 | 83,429 |
| 46B | 7 | 160 | 22,857 |
| 55 | 8.75 | 614 | 70,200 |
| 56 | 7 | 648 | 92,571 |
| 61 | 7 | 593 | 84,714 |
| 64 | 7 | 335 | 47,900 |
| 65 | 7 | 616 | 88,000 |
| 71 | 7 | 640 | 91,428 |
| 72 | 7 | 640 | 91,428 |
| 73 | 7 | 640 | 91,428 |
| 74ABD | 7 | 502 | 71,700 |
| 75 | 7 | 464 | 66,300 |
| 81 | 7 | 640 | 91,428 |
| 82 | 7 | 640 | 91,428 |
| 83 | 7 | 640 | 91,400 |
| 74C/84 | 7 | 775 | 110,714 |
| 91 | 8.75 | 750 | 85,700 |
| 92 | 8.75 | 750 | 85,700 |

d. In accepting this lease, the lessee agrees that, should a situation arise whereby **any** livestock belonging to the lessee, or under his control, or on the leasehold by his invitation should remain on the leasehold after 31 October of each year, **or after the scheduled date of removal (29 July) in the case of IES**, or should be returned to the leasehold prior to 1 May, he will pay to the United States an additional daily rental (over and above that required by Condition 2 of the lease) for each day said cattle remain outside of the regular grazing season. Said daily rental shall be payable on demand and shall be computed at three times (3X) the annual rental rate (i.e., the annual rental divided by 180 times 3).

Exhibit "A"

e. Upon receipt of information from the Installation Commander or their representative of the lessee's failure to comply with grazing season limitation and the number of days violation, billing for additional cash rental will be made by the Finance and Accounting Officer, U.S. Army Corps of Engineers, Kansas City, Missouri. Failure to pay the additional rental within 30 days of receipt of billing or continued failure on the part of the lessee to comply with the lease provisions shall be sufficient grounds for immediate revocation of his lease, and will not relieve the lessee from payment of any monies due and owing the Government.

f. Lessees will be required to remove livestock that are diseased or unruly when requested by the Installation Commander or their representative.

10. Fencing. Grazing will not be permitted prior to the **inspection, repair and/or** construction of fences and gates so as to restrain all livestock to the leasehold at all times. The lessee shall furnish labor, equipment, and materials for all necessary fence or fence repairs. Fence between adjacent leaseholds, cross fence, and any other fence necessary, either owned or constructed by the lessee or acquired from the former lessee, and all new and used materials placed in such fence during the term of the lease in the normal course of maintenance will not be removed and shall become the property of the Government upon expiration, revocation, or other termination of this lease. Replacement of wood posts is considered to be normal fence maintenance and is the responsibility of the lessee. Access for purpose of fence construction will be granted upon award of a lease, even before the effective date of the lease, provided such access is coordinated with the Installation, and the rent is paid. Fencing shall conform to the standards set out in Exhibit "1", attached.

11. Catch Pens, Salting Areas, Etc. Loading and sorting areas and salting, mineral, rubbing, and watering areas shall meet the approval of the Installation Commander or their representative. Salting areas will be maintained at a distance of not less than .25 mile from the nearest water source and shall not be in the same location in consecutive years, to prevent damage to grass cover and assure uniform utilization. Areas where livestock are concentrated to the extent that the area becomes bare of vegetation or areas damaged by the lessee's operations shall be reseeded by the lessee at his expense and in addition to any other requirements. All seeded areas will be protected from livestock until they will support grazing without endangering the stand. Feedlots or localized feeding areas are prohibited. Loading or sorting pens shall be of a temporary or portable nature or, with the approval of the Installation Commander or their representative, may be of a permanent nature in which case such newly constructed facility shall become the property of the Government when annexed.

12. Water. Water for grazing units shall be supplied at the lessee's expense. Wells or ponds for water supply or additional water supply may be constructed by the lessee, provided that plans and specifications, including the location, have prior written approval of the Installation Commander or his representative. Also, the lessee is advised that the transport of water from the leasehold is prohibited. Where restoration of a pond to higher specifications would cause additional or residual benefits to the Government, cost sharing for a portion of the costs may be approved in accordance with paragraph 16 and subparagraph 19c. All pond construction or restoration shall be to Natural Resources Conservation Service (NRCS) specifications and shall

be inspected and certified as satisfactory by the Installation Commander or his representative prior to any cost-sharing.

13. Dead Stock and Noxious Weeds.

a. 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 or prevent infestation of the leasehold by noxious weeds as required by the Kansas Noxious Weed Law, as amended April 1975, to include future changes or additions to the law.

b. Only pesticides pre-approved by the NGB/A7CV pest management consultant may be applied to installation property including leased land. Pesticides, whether restricted-use or non-restricted use, that are not approved within the installation integrated pest management plan must be nominated for approval, and approved, prior to any application. Priority should be given to nominating those pesticides on the "Armed Forces Pest Management Board (AFPMB) Standard Pesticides list available to DoD components and agencies". Only certified applicators may apply pesticides on installation property.

c. If musk (nodding) thistle is present, the lessee shall, by timely spraying and/or mowing, prevent the spread of this noxious weed, eliminate it from the leasehold, and prevent its reinfestation.

d. Failure to conform to the above requirements shall be grounds for revocation of this lease.

14. Burning. Burning requests will be made to the Installation Commander or their representative through the Installation Land Manager and Fire Chief. The Installation Commander or his representative may, under justifiable conditions, approve burning for sound agricultural or wildlife management practices. The lessee shall strive to protect the leasehold from uncontrolled burning. The right is reserved to the Government to maintain existing firebreaks, construct new firebreaks, and to backfire or control-burn whenever deemed necessary by the Installation Commander or their representative.

15. Hay and Grass Seed Production.

a. Hay production shall be conducted so as not to endanger the vegetative stand or seriously deplete the carbohydrate root reserve, soil nutrients, or organic matter.

b. Cutting of native grass will be limited to one (1) cutting each year, either for hay production or seed harvesting. The lessee may cut and harvest grass for hay production only during the period 1 July through 1 August. If grass is harvested for seed production, cutting must be completed by 1 November, and requires a minimum of 12 inch stubble height. Time extensions normally will not be granted, however, should the lessee's haying operation be delayed by circumstances beyond the control of the lessee and through no fault of the lessee,

time extensions may be granted at the discretion of the Installation Commander or their representative.

c. Hay will not be stacked, stored, or left scattered longer than 14 days on the leasehold. All vegetation once windrowed and broken bales must be removed within 14 days.

d. During the active haying operation, the lessee's equipment, when not in use, may be parked in areas designated by the Installation Commander or their representative. **Within 14 days after the haying operation is completed or by 15 August, the lessee shall remove all equipment and personal property from the installation.** Hay that remains on the lease, without prior coordination with the Installation Commander or their representative, beyond the specified time will be considered abandoned and may be disposed of by the Installation. The lessee agrees and understands that the Government shall not be held liable for loss of or damage to, personal property and/or machinery due to any cause whatsoever.

e. **All residual materials resulting from the haying operation (i.e., baling twine, twine boxes, hydraulic fluid containers, etc.) will be removed from the leasehold at the end of each day's haying operation. Petroleum products will be contained and will be removed from the Installation at the end of each day. Oil changes may not be done on Installation property. Any spills of petroleum products must be cleaned up and removed from the Installation, at the lessee's expense.**

16. Cost-sharing, 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 structures, conversion to grass, and initial application of lime, the lessee may be reimbursed for a portion of the costs by abatement of rental to become due 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, except as noted in paragraph 19. a. (2.) and d. in these Land Use Requirements. The lessee will furnish labor, equipment, and materials and will be reimbursed through rental abatement for cost of materials and such equipment. **Labor costs for work accomplished by the lessee will not be reimbursed, unless such labor was accomplished by persons under contract with or hired by the lessee and receipts of said labor are provided to the installation.** Total reimbursement under this or any other provision or condition of the lease shall not exceed the cash rental consideration.

17. Special Land Management Practices. The lessee is required to read and have a basic understanding and perform all activities in accordance with the Integrated Land Use Management Plan for Smoky Hill ANG Range. The Government may implement additional soil and water conservation and wildlife habitat practices on the leasehold. Subject to Condition 24 of the lease and paragraph 16 of these requirements, the lessee agrees to cooperate in the above stated practices. The Installation Commander and their representative will work closely with the lessee and make the lessee aware of any anticipated management activities that may be implemented by the Government.

18. 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. All highly erodible lands must have an approved conservation plan. An approved conservation plan for highly erodible cropland, if applicable, will be furnished to the lessee for the correction of any existing erosion problems. However, in the event the, NRCS, USDA, 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 the procedures contained in these requirements.

19. Work Requirements with Rental Abatement. The provision of paragraph 16 of these requirements notwithstanding, work requirements authorized rental abatement for specific lease units may be contained in Section C, Special Lease Unit requirements, which is a part of these Land Use Requirements. Work requirements that are needed during the lease term as determined by the Installation Commander, his representative, and/or the lessee are contained within this paragraph. **The lessee must insure that prior coordination with the Installation Commander or his representative has been enacted and that approval to proceed with rental abated work has been granted by the Installation Commander or his representative in writing.**

a. Control of Noxious Weeds and Other Undesirable Vegetation.

(1) **An active and effective weed control program must be conducted on the entire leased area at the lessee's expense.** The lessee will be permitted to remove undesirable vegetation from hay production areas, but shall not bulldoze fence rows, clear any timber areas, or destroy any desirable tree species without prior written approval from the Installation Commander or his representative.

(2) If musk thistle, Johnsongrass, marijuana and/or field bindweed are present (or any other vegetation that may be identified during the term of the lease as a noxious weed under the State Noxious Weed Law), the lessee shall prevent the spread of the noxious weeds, eliminate them from the leasehold, and prevent their reinfestation. Spray frequency and optimum dates will be those recommended by the local noxious weed specialist. **Chemical treatment of noxious weed must be approved by the Installation Commander or their representative and accomplished as recommended by the local noxious weed specialist subject to paragraphs 8, 21 and 22 of these Land Use Requirements.** 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 chemical, carrier and application costs. **Because chemical treatment of noxious weeds requires timely action, the Installation Commander can authorize treatment of noxious weeds and authorize rental abatement for these treatments without the need for a Supplemental Agreement.** The rental abatement shall not exceed 100 percent of the cost of the chemical, carrier and application, as may be approved by the Installation Commander or their 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 Installation Commander or their designated representative. The lessee, accompanied by the Installation Commander or their representative, will inspect the area. If chemical treatment is needed, the lessee and Installation Representative will discuss the chemicals to be used, the rate, and the method of application. Prior to the day of application of the chemicals, the lessee will contact the Installation Commander or their representative 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 20. **DODI 4150.7 requires that all parties applying chemical on DoD property will be certified. All applicators of chemical will be certified through the State of Kansas, as a pesticide applicator.** A copy of the written approval from the Installation Commander or their representative must be submitted with documentation required in paragraph 20.

(3) Should the lessee fail to take appropriate action within 7 days, after notification by the Installation Commander or their representative of a noxious weed problem, then appropriate control measures will be initiated by the Government. The lessee will then be assessed an unreabated 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.

b. **Required Removal of Undesirable Vegetation.** When needed, at the Installation Commander's option, the Installation Commander or their representative will designate the area(s) in need of renovation, and the lessee shall, at the lessee's expense, furnish all materials, equipment, and labor to eradicate the undesirable vegetation. Actual treatment shall be as recommended by the County Extension Service office and conducted under the auspices of, or inspected by, a representative of the Installation Commander, and when completed and approved, the lessee may request rental abatement. The maximum abatement amount is limited to the money that is available in the cash consideration.

c. **Optional Development of Multiple Water Sources.** When requested by the lessee and subsequently approved by the Installation Commander or their representative, and in the interest of soil and water conservation, pollution control, maintenance through improved grazing distribution, and to provide water storage for fire-fighting, the lessee may, through application to the local Natural Resources Conservation Service (NRCS), plan for and when approved by the Installation Commander, or his representative, and the Kansas City District Corps of Engineers Commander (Real Estate Division) as to site and design, develop pond dams, pit ponds, and spring improvements to the specifications of said Natural Resources Conservation Service. The lessee shall receive rental abatement in the form of credit to rentals to become due for 100 percent of the earthwork and necessary materials, not to exceed the NRCS estimate, whichever is less.

d. **Restoration of Fences.** In addition to any other fence requirements stated herein, the lessee may be required to restore 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 Installation Commander or their representative, prior to**

starting. The written approval must be signed by the Installation Commander or their representative, 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 the gates, if any are required. Emergency fence repairs due to floods, winds, etc., may be authorized by the Installation Commander without the need for a Supplemental Agreement and still be eligible for rental abatement. The dollar amount of reimbursement per rod is to be consistent with the local prevailing prices. Fencing will be done according to the specification as shown on Exhibit "1" attached. Completed fence restoration must be to the satisfaction of the Installation Commander, or his representative, in order to qualify for rental abatement when allowed.

e. Restoration of Gates. When the Installation Commander, or their representative, has determined that a gate is in need of repair and /or restoration, the lessee will restore the gate to a new-like condition utilizing new materials. Restoration of gates shall conform to a design as shown in Exhibit "1". Restoration of gates may qualify for rental abatement if written approval for the restoration is obtained from the Installation Commander, or his representative, and agreed to by the lessee and shall include the number of gates and their location on a map. Completed work must be to the satisfaction of the Installation Commander, or their representative, in order to qualify for rental abatement when allowed.

f. The written approval must be submitted with the request for rental abatement in accordance with paragraph 20 below. The maximum abatement amount each year shall be limited to the money that is available in the annual cash consideration.

20. Procedure to Insure Credit of Rental Abatement for Work Performed.

a. The lessee shall perform the applicable work requirements in accordance with the provisions set forth below, and when completed, the lessee shall submit a request to the Installation Commander or their representative, for the rental abatement due under said provisions. The request shall include a statement prepared and signed by the lessee for 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 Installation Commander or their representative 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 Installation personnel. **In the event that rental abatement requests and/or satisfactory receipts are not received by the Installation within 30 days after completion of the work, rental abatement may be denied.** The Installation Commander or their representative will verify that the work is satisfactory and then forward the request to the Kansas City District Commander recommending that rental abatement be allowed.

Exhibit "A"

c. The Installation Resource Manager will inspect all land use requirement work after completion to insure compliance with lease provisions prior to forwarding requests for rental abatement. Certification of inspection by the Installation Resource Manager and successful completion of required work must be included in the request for rental abatement sent to the Kansas City District Commander.

d. Rental abatement will be given in the form of credit to rentals to become due (refunds will be only at their discretion of the said officer), and the total credit extended under this or any other provision shall never exceed the cash consideration. Except as subject to Condition 11 of the lease, no refund shall be made by the United States for any rental credits due the lessee upon expiration, revocation, or other termination of this lease.

21. Herbicides, Insecticides, and Other Chemical Use. Herbicides, insecticides, or other agricultural chemical 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 Installation Commander, or his representative, prior to their use. **All chemical use must be reported to the Installation Land Manager, to include type of chemical, rate of application, acreage treated, date applied, name of applicator and any other pertinent information as requested by the Installation.** **All personnel that apply chemical on Smoky Hill Range will be certified through the State of Kansas.** All chemical containers must be removed from Government property for disposal.

22. 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 Installation Commander, or his representative, or Kansas City District Commander, of their location.

b. The construction of pit or trench silos or ensiling of forage on the leasehold is prohibited.

c. All seed and fertilizer bags, etc., will be removed from Government property, at the end of each day's operation, for disposal.

23. Lease Compliance Checklist. Installation personnel will monitor all lessee activities and complete a "Lease Compliance Checklist" at least once during the grazing/haying/growing season. The "Lease Compliance Checklist" will be signed by Installation personnel and either mailed to the lessee or reviewed with the lessee in person to ensure that the lessee has been

briefed on any discrepancies. Lease compliance issues such as rent payment, special work requirements, weight tickets and livestock inventory sheets, fence condition, noxious weeds, security and communication with the installation will be among the items on the "Lease Compliance Checklist". Multiple negative marks and/or violations of the Land Use Requirements will be grounds for lease termination.

24. Land Use Requirement 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 \$100.00 administrative costs plus actual cost, in satisfaction of liquidated damages, an amount to be documented by the said office and a bill for same will be presented to the lessee.

25. **Grazing Restrictions on Crop Leases.** Livestock shall not be permitted on the leasehold at any time, under any circumstances. Proper care must be exercised by the lessee in maintaining fences, at the lessee's expense, to prevent straying of cattle on to the lease.

26. **Conservation Practices.** Conservation tillage will be used. Conservation tillage refers to any of several methods of crop production that minimize cultivation and leaves 30% ground cover following harvesting. Fall tillage, when row crops are being grown, will be limited to light chiseling of the ground. All crops will be harvested in such a manner as to leave the stubble as tall as practical. Stubble will not be harvested for feed or burned (wheat stubble may be burned by Installation personnel on the request of the lessee when no-till farming practices are used). Erosion control structures such as water ways and/or filter strips may not be cut for hay, disked or otherwise disturbed by the lessee.

27. Crop rotation must be used and a crop rotation plan must be submitted to the Installation Commander or their representative upon award of the lease. The recommended crop rotation is as follows:

- First year - row crop (sorghum, soybeans, sunflowers, etc.)
- Second year - row crop or wheat
- Third year - wheat
- Fourth year - wheat or row crop
- Fifth year - row crop

No more than three wheat crops should be planted during the five year lease. For the final year of the lease row crops must be planted, as lease periods will not be extended to accommodate wheat harvest.

28. **Farm Program Payments.** All leases granted in 2003 and beyond will not be eligible for Government farm payment programs. All existing "farms" (as registered with or recognized by USDA/FSA) on the Installation that have bases established with USDA/FSA will have those bases eliminated, thus making those "farms" or leases ineligible for farm program payments.

SECTION B
INSTALLATION SPECIAL LEASE UNIT REQUIREMENTS

29. Required Removal of Existing Fence.

a. In addition to any other fence requirements in the Land Use Requirements, the lessee shall obtain a qualified contractor to remove approximately 136 rods of existing barbed wire fence. No grazing shall be allowed on this lease prior to the removal and disposal of fencing materials.

b. When the work has been completed and approved by the Installation Commander or his representative, the lessee may request rental abatement in accordance with the provisions of Section A, paragraph 20, General Requirements, for the actual costs of the material incorporated and contract labor, if applicable, not to exceed the limitations set forth below:

| Lease Unit | Rods of Fence | Gates | Abatement for Fence Removal | Abatement for Gates | Total Max. Abatement |
|------------|---------------|-------|-----------------------------|---------------------|----------------------|
| 83 | 136 | 0 | \$1,500.00 | \$0 | \$1,500.00 |

30. Required Removal of Existing Fence and Construction of New Fence.

a. In the interest of improved livestock containment, the lessee, in addition to any other fence requirements in the Land Use Requirements, shall obtain a qualified contractor to remove approximately 210 rods of existing barbed wire fence and construct/install approximately 98 rods of new barbed wire fence. The fence shall be in accordance with standards set out in Exhibit "1". No grazing shall be allowed on this lease prior to the removal and disposal of old fence and construction of the new fence.

b. When the work has been completed and approved by the Installation Commander or his representative, the lessee may request rental abatement in accordance with the provisions of Section A, paragraph 20, General Requirements, for the actual costs of the material incorporated and contract labor, if applicable, not to exceed the limitations set forth below:

| Lease Unit | Rods of Fence | Rods of Fence Removed | Abatement for Fence Work Materials & Labor | Abatement for Gates Materials & Labor | Total Max. Abatement |
|------------|---------------|-----------------------|--|---------------------------------------|----------------------|
| 92 | 98 | 210 | \$8,000.00 | | \$8,000.00 |