

Stockton Lake, Cedar & Dade Counties, Missouri
LAND USE REQUIREMENTS
SECTION A
GENERAL REQUIREMENTS

1. General

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

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

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

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

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

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

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

2. Access

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

b. Access will not be denied to lessees of adjoining leaseholds. Access will be by the

most advantageous route. Any conflict will be resolved by the Operations Manager.

c. Prior to initial right-of-entry being granted to the leased property, the lessee will present, in person, his award notice to the Operations Manager so that the lessee's management plan and the conditions of leasing may be mutually discussed.

3. Soil Test and Liming: See Section B, Land use Requirements, paragraph 18 regarding Liming requirements.

4. Control of Noxious Weeds and Other Undesirable Vegetation

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

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

c. Prior to application of any chemical, the lessee will contact the Operations Manager. The lessee, accompanied by the Operations Manager or his representative, will inspect the area. If chemical treatment is needed, the lessee and project 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 Operations Manager who will have the option of being present when the chemical is mixed and applied. **After the work is completed, the lessee may request rental abatement in accordance with paragraph 13 below. A copy of the written approval from the Operations Manager must be submitted with documentation required in paragraph 13.**

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

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

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

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

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

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

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

6. Grass/Legume Seeding

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

b. Grass Seeding: With prior written approval from the Operations Manager, the lessee may seed or reseed certain areas. The written approval must be signed by the Operations Manager and agreed to by the lessee, and shall contain a statement that the need for seeding and the variety of seed are recommended by NRCS or the local extension office and shall also contain information as to variety of seed, rate of application, and number and location of acres to be seeded. This written approval must be submitted with the request for rental abatement as set out in paragraph 13.

7. Tillage Restrictions Tillage of croplands is not permitted within 150 feet of the multipurpose pool contour (**contact the Operations Manager for elevation and location**). Contour farming must be utilized to prevent soil and crop losses. No-till and minimum tillage methods are encouraged. Fall tillage is permitted only for the planting of winter wheat.

8. Hay and Hay Seed 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 10 and no more than 20 days after baling. All equipment must be removed from the leasehold immediately after baling. Refer to paragraph 17 of Section B.

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

c. The grazing of cattle on lands designated for hay production is prohibited.

9. Changes in Crop Schedules and Haying Dates The Operations Manager 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 Security Act of 1985. 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.

10. Burning Upon request of the lessee, the Operations Manager may, under justifiable conditions, approve burning for sound agricultural or wildlife management practices and for drift and crop residue clearing operations where no practical alternative exists. Burning operations must be in a manner which will not adversely affect wildlife food and cover and other environmental considerations and in accordance with applicable laws or ordinances. All necessary permits must be obtained in advance. The Operations Manager may also request the lessee to cooperate in burning programs for improved agricultural or wildlife management practices. In either case, the Operations Manager and the lessee will agree to the manner and

time of burning, and the Operations Manager will confirm the agreement, in advance, by a letter to the lessee. The lessee will notify the Operations Manager and the appropriate local authorities just prior to actual commencement of burning operations. Should the Operations Manager determine that a burn of grassland is needed during the spring of the year (normally in April), the Operations Manager may authorize burning of the grassland by project personnel. The lessee will be responsible for any or all damages that are incurred by any and all parties as a result of any burning performed by the lessee.

11. Restoration of Field Accesses: When the Operations Manager has determined that access to a leased area has deteriorated to a point it hinders the lessee from entering the leasehold, the lessee may be required to restore that portion of the access within the leased area. Rental abatement may be available if written approval is obtained from the Operations Manager prior to starting. The written approval must be signed by the Operations Manager and agreed to by the lessee and shall include the location of the access indicated on a map, details as to what restoration is to be done and the materials required. The written approval must be submitted with the request for rental abatement in accordance with paragraph 13 below. The amount of rental abatement cannot exceed the total cash rental consideration for the lease.

12. Additional Maintenance, Repair, Protection and Restoration **When it is determined to be in the interest of the Government to carry out additional work requirements including, but not limited to, soil and water conservation, fertilizer applications, and wildlife habitat improvements**, the lessee may be reimbursed for a portion of the costs by abatement of rental due or to become due to the Government as provided in the lease. Prior to proceeding with the work, any such agreement will be reduced to writing in the form of a supplemental agreement to the lease, unless otherwise provided for in these requirements. Detailed cost estimates for the work to be performed must be included in the supplemental agreement. **Generally the lessee will furnish labor, equipment and materials and will be reimbursed through rental abatement for cost approved by the Operations Manager as stated in paragraph 13 below.** Total reimbursement under this or any other provision or condition of the lease shall not exceed the cash rental.

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

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

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

c. Rental abatement will be given in the form of credit to rentals due or to become due, and the total credit extended under this or any other provision shall never exceed the cash consideration.

14. Special Land Management Practices In accordance with the project's Operation Management Plan, additional soil and water conservation and wildlife habitat practices may be implemented on the leasehold by the Government. Subject to Condition 19 of the lease and paragraph 13 of these requirements, the lessee agrees to cooperate in the above-stated practices. The Operations Manager will work closely with the lessee and make the lessee aware of any anticipated management activities that may be implemented by the Government.

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

16. Highly Erodible Land Conservation and Wetland Conservation Programs The Food Security Act of 1985, Title XII, provides for highly erodible land conservation and wetland conservation. After January 1, 1990, all highly erodible land must have an approved conservation plan. An approved conservation plan for highly erodible cropland, if applicable, will be furnished to the lessee for correction of any existing erosion problems. However, in the event the FSA, NRCS and/or Conservation District make revisions in the approved conservation plan, the government will not be held liable for said revisions nor the implementation of said revisions or for any damages suffered by the lessee there from. Any required conservation practice may be subject to rental abatement in accordance with procedures in paragraph 13, above, of these requirements.

**SECTION B
SPECIAL REQUIREMENTS
HAY/CROPS LEASES**

17. **HAYING LIMITATIONS** - All cool season grass (CSG) hay fields shall be hayed/mowed between **15 May and 15 September** of each year. **All hay fields located within park areas shall be hayed/mowed at least once by 15 May (except WSG fields) of each year.** Up to **three hay** crops may be taken from CSG fields located in park areas. Fields located outside park areas maybe be hayed/mowed

twice (except WSG fields) each year. If CSG hay fields are harvested for seed, these same fields must be hayed/mowed within **ten days** of combining. No haying operations on CSG hay fields will be allowed after **15 September** unless written permission is obtained from the Operations Manager. All warm season grass (WSG) hay fields shall be hayed between **1 July and 31 July** of each year. Cutting of WSG fields outside of this time frame can be authorized with written permission from the Operations Manager. All hay bales and haying equipment must be removed from Government property within **10 and no more than 20 days** of baling.

18. REQUIRED LIMING - The Government will perform soil test on leasehold to determine the required amount of lime to be applied. Liming to soil test specifications for each individual field will then be accomplished by the lessee with up to **100 percent** of the cost of lime and application available for rental abatement. The rental abatement cannot exceed the total 5-year cash rental for the lease. **The lessee shall contact the Operations Manager's Representative prior the application of lime on leasehold.** Rental abatement will be processed in accordance with paragraph 13, Section A, of these Land Use Requirements.

19. HAYSEED PRODUCTION - Harvesting of CSG seed and WSG seed will be permitted under following conditions:

- a. Harvesting of CSG seed will be permitted between 15 June and 15 July.
- b. Harvesting of WSG seed will be permitted between 15 Sept and 31 Sept.

20. REQUIRED SERICEA LESPEDEZA CONTROL – Some lease units have an infection of sericea lespedeza of 50% or greater. In the lease units that have more than 50% infestation of sericea lespedeza, the lessee shall reduce the degree of infestation to the satisfaction of the Operations Project Manager or his representative. This may be accomplished in the following manner: **Mowing** in the flowering stage when root reserves are at the lowest point for 2 to 3 consecutive years helps to reduce the vigor of the plant. **Chemical** application during the flowering stage will help reduce infestation. Treatments containing triclopyr (Garlon 3A, Garlon 4) or metsulfuron (Ally, Escort) have been shown to be the most effective herbicides for sericea lespedeza control. However, other chemicals have been used effectively as well. Ground application of herbicide should be 20 gallons of solution per acre to insure adequate coverage. The cost of the chemical to meet the requirement will be available for **100% rental abatement**. The cost of renting a sprayer will be covered by rental abatement of up to **\$5.00 per acre**. If lessee decides to hire spraying application of chemicals, **100% of this cost will also be available for rental abatement**. The Operations Project Manger must be contacted prior to the beginning of any spraying operation. Tags/labels of chemical containers shall be retained and given to the Operations Project Manager's representative. Rental abatement for the cost of chemicals and equipment rental shall not exceed the total 5-year cash rental for the lease.

21. WILDLIFE FOOD PLOTS, WEED AND GRASS STRIPS - Tree and shrub plantings, wildlife habitat areas, etc. as shown on lease area maps will be excluded from use by the lessee unless written permission is obtained from the Operations Manager. The lessee will not park on or traverse these areas with machinery or vehicles

**SECTION C
SPECIAL LEASE UNIT REQUIREMENTS
HAY/CROPS LEASES**

22. REQUIRED BRUSH-HOGGING – **Brush-hogging** may be required for control of unwanted vegetation. These areas are specified on the individual lease unit maps. **Brush hogging may be accomplished** any time during each year of the lease unless the Operations Project Manager determines that brush-hogging for that lease unit should be performed within a certain time frame. All woody vegetation within the required mowing areas must be removed regardless of its size. If woody vegetation is too large for brush hogging equipment, then it shall be removed by other mechanical means (see required bulldozing section). In some instances brush hogging may upgrade fields to hay quality status. In such instances, haying may be substituted for required yearly brush hogging.

23. REQUIRED LEGUME PLANTING - The lessee shall establish a legume (clover or alfalfa) by disking or broadcasting seed. The Stockton Operations Project Manager prefers that the use of a no-till drill be used instead of disking and broadcasting seed. The planting of legumes **shall be accomplished in 2009 and 2012 (see list below)**. **The cost of renting a no-till drill will be covered by rental abatement of up to \$8.00 per acre.** Certification tags for seed, paid receipts for drill rental and seed will be kept and turned over to the Operations Project Manager's representative. The Operations Project Manager must be contacted 24 hours prior to the beginning of any planting operations. Rental abatement for the cost of seed and equipment rental will not exceed the total 5-year cash rental for the lease. Rental abatement will be processed in accordance with Paragraph 13, Section A, of these Land Use Requirements.

The following is a list of lease units by field number that require "Legume planting".

<u>Lease Unit Numbers:</u>		<u>Year 2009</u>	<u>Year 2012</u>
004	Field #'s: 4.1, 4.3 and 4.4	28.6	28.6
009	Field #'s: 9.3, 9.8, 9.10, 9.11, 9.12, and 9.13	27	27

Planting Dates:

- a. **Recommended planting procedures, dates and rates for clover:**
 - No-till planting dates: (Feb to 1 May and Late Aug to 1 Oct).
 - 7 PLS (pure live seed) pounds per acre.
 - Overseeding dates: (Feb to 1 May).
 - 8 PLS (pure live seed) pounds per acre.

- b. **Recommended planting procedures, dates and rates for lespedeza:**
 - No-till planting dates: (Feb to 1 May) 16 PLS per acre.

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Overseeding planting dates: (Feb to 1 May) 20 PLS per acre.