



DEPARTMENT OF THE ARMY
U. S. ARMY ENGINEER DISTRICT, LOUISVILLE
CORPS OF ENGINEERS
P. O. BOX 59
LOUISVILLE KY 40201-0059

LEASE OF GOVERNMENT LAND

FOR AGRICULTURAL PURPOSES

FORT CAMPBELL MILITARY RESERVATION

IFB. NO. DACA27-8-21-130

ADVERTISEMENT DATE:

January 8, 2021

OPENING OF SEALED BIDS:

February 10, 2021
10:30 a.m. CST

LOCATION OF BID OPENING:

Building 6645, 101st Airborne Division Road Fort Campbell, Kentucky 42223 Intersection of Lafayette Road and 101st Airborne Division Road, outside Gate 10.

SEAL BIDS CAN BE MAILED TO:

US Army Corps of Engineers
ATTN: Barry Tucker
P.O. Box 100
Fort Knox, KY 40121-0100

Bidders may also personally submit sealed bids to the bid opening officials no later than 10:30 a.m. Central Time, on **February 10, 2021**. All bids will be opened publicly.

INVITATION FOR BID
FOR LEASING GOVERNMENT OWNED REAL PROPERTY
FOR AGRICULTURAL PURPOSES ON
FORT CAMPBELL

Sealed bids may be mailed to US Army Corps of Engineers, ATTN: Barry Tucker, PO Box 100, Fort Knox, KY 40121. All bids must **arrive no later than 3:00 p.m., Eastern Time on February 9, 2021**. Bidders may also personally submit sealed bids to the bid opening officials no later than 10:30 am. Central Time, on **February 10, 2021** at building 6645, 101st Airborne Division Road, Fort Campbell, Kentucky located at the intersection of Lafayette Rd and 101st Airborne Division (old Woodlawn Rd) Roads, where the bids will be opened publicly for the leasing of property of the United States as follows:

1. PROPERTY TO BE LEASED

This Invitation for Bid (IFB) does not apply to federal employees stationed at or working for Fort Campbell and their immediate family members. Furthermore this lease of government real property will not be made to civilian employees or military members of the Department of Defense (including an agent employee or member of the immediate family of such personnel) whose duties include any functional or supervisory responsibility of the disposal of real property under army control.

a. **Location and Description.** 6 tracts of land located within the boundaries of Fort Campbell designated as Tract Nos. 2, 6, 23, 20 H, 00 H, and AB H. **No Till Farming Practices will be used on all tracts; NRCS Code 329, June 2014.**

b. **Maps.** Maps of the individual tracts are attached as “**Exhibits A-1 through A-6.**”

c. **Land Use Regulations.** These regulations give general guidelines to all Lessees and are attached as “**Exhibit B**” and will be made a part of the lease.

d. **Tract Management Plans.** A Tract Management Plan for each tract is attached as “**Exhibits C-1 through C-6**” and will be made a part of the lease.

e. **Descriptions Approximate.** The above description of the properties and map(s) are believed to be correct, but any error or omission in the description of the properties or on the map(s) shall not constitute any grounds or reason for nonperformance of the provisions and conditions of the lease or claim by the Lessee for any refund or deduction from rental.

2. PURPOSE OF LEASING

The property will be leased for crop production and grazing purposes.

3. AUTHORITY OF LAW

Title 10, United States Code, Section 2667 authorizes the Government to grant leases.

4. LEASE TERMS AND CONDITIONS

a. **Form of Lease.** The successful respondent will be required to enter into a lease with the United States and therefore agrees to accept and be bound by the terms and conditions of the Lease, a draft attached hereto as “**Exhibit D**”. The Land Use Regulations “**Exhibit B**” and Tract Management Plan “**Exhibit C-1 through C-6**” will be attached to the lease and made a part thereof.

b. **Term of Leases.** The term of the lease will be for Tract 2: Nine (9) months, beginning March 1, 2021, and ending November 30, 2021, but revocable at will by the Secretary.

The term of the lease will be for Tract 6: Nine (9) months, beginning March 1, 2021, and ending November 30, 2021, but revocable at will by the Secretary.

The term of the lease will be for Tract 23: Nine (9) months, beginning March 1, 2021, and ending November 30, 2021, with a five (5) year renewal option upon agreement by both parties beginning December 1, 2021 and ending November 30 , 2026, but revocable at will by the Secretary.

The term of the lease will be for Tract 20-H: Three (3) years Nine (9) months, beginning March 1, 2021, and ending November 30, 2024, but revocable at will by the Secretary.

The term of the lease will be for Tract 00-H: Four (4) years Nine (9) months, beginning March 1, 2021, and ending November 30, 2025, with a five (5) year renewal option upon agreement by both parties beginning December 1, 2025 and ending November 30 , 2030, but revocable at will by the Secretary.

The term of the lease will be for Tract AB-H: Four (4) years Nine (9) months, beginning March 1, 2021, and ending November 30, 2025, with a five (5) year renewal option upon agreement by both parties beginning December 1, 2025 and ending November 30 , 2030, but revocable at will by the Secretary.

c. **Payment of Rental.** The Lessee shall pay rental **ANNUALLY, IN ADVANCE** to the United States. **The first year's payment will be due at the time the lease is signed and returned to this office for execution.** The first payment, less the deposit, will be for the year's first term beginning March 1, 2021 thru November 30, 2021. **Subsequent annual payments will be made on or before April 1 of each year before a crop is planted.**

d. **Performance Guarantee.** The Performance Guarantee ensures the Government that the Lessee will comply with the conditions of the lease agreement. The successful bidder will, within ten (10) calendar days after notice of acceptance of his bid, deliver a certified check or cashier's check, payable to the order of **USAED, Louisville District** in an amount equal to the

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Fort Campbell Military Reservation

Performance Guarantee stated in the below table for each tract. The performance deposit will be returned to the Lessee upon expiration of the lease, provided that the Lessee is in full compliance with the lease terms and conditions. In lieu of payment of the Performance Guarantee by a certified check or cashier's check, the Lessee may furnish a performance bond or an irrevocable, open-ended letter of credit in a form acceptable to the Government.

The Performance Guarantee is not due at the bid opening and should not be included in the envelope with your bid. However, the successful bidder may present the Performance Guarantee immediately after the bid opening.

Bid Item	Tract	No-Till Crop Acres	Required Mowing Acres	Term of Lease	Performance Guarantee	Proposed Use
1	2	255	36.5	3/1/2021-11/30/2021	\$800.00	Row Crop
2	6	276	21.5	3/1/2021-11/30/2021	\$850.00	Row Crop
3	23	74	13	3/1/2021-11/30/2021	\$550.00	Row Crop
				5 yr option with approval, 12/1/2021—11/30/2026.		
4	20H	84	-	3/1/2021-11/30/2024	\$210.00	Hay
5	00H	199	-	3/1/2021-11/30/2025	\$500.00	Hay/ Grazing
				5 yr option with approval, 12/1/2025—11/30/2030.		
6	ABH	230	-	3/1/2021-11/30/2025	\$575.00	Hay
				5 yr option with approval, 12/1/2025—11/30/2030.		

e. **Soil Conservation.** See Land Use Regulations “**Exhibit B,**” Tract Management Plan “**Exhibit C-1 through C-6**” and the NRCS Soil Conservation Plan.

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f. **Warranty.** The property described herein will be leased subject to the provisions and conditions of the IFB and the attached lease form.

The property is now subject to inspection by prospective bidders. Bidders are expected to inspect the property and form their own conclusion as to its suitability for their purposes. The failure of any bidder to make such an inspection will not constitute grounds for any claim or adjustment or for the withdrawal of his bid after the time of opening bids. It is to be understood and agreed that there is no warranty of any character other than that expressly stated in the IFB.

g. **Inspection of Property.** Inspections are solely the responsibility of each bidder. A post wide tract map may be obtained from Barry Tucker, 502-624-1883, or Marty Wilson 270-798-3656.

h. **Deposit Required.** No bid will be considered unless it is accompanied by a deposit in an amount equal to and not less than **ten percent (10%)** of the amount of the annual rental offered for each tract. **A separate deposit check is required for each individual tract.** Such deposit must be in the form of a certified check or cashier's check made payable to **USAED, Louisville.** **CASH WILL NOT BE ACCEPTED.**

The deposit of the successful bidder will be retained by the Government to apply against the total payment of rental offered. Deposits of unsuccessful bidders will be returned, without interest, as promptly as possible after rejection.

i. **Acceptance of Bids.** All bids will remain open for acceptance or rejection for a period of thirty (30) days from the date of opening bids. Notice of award will be given to the successful bidder(s) as soon after the date of opening bids as practicable. Notice by the Government of the acceptance of a bid, if not given to the successful bidder personally, or to a duly authorized representative of such bidder, will be deemed to have been sufficiently given when mailed to the bidder at the address shown in his bid.

j. **Rejection of bids.** The Government reserves the right to reject any and all bids and to waive any minor informality in the bids received, and to accept or reject any items of any bids, unless such bid is qualified by specific limitation. **Bids will not be accepted from anyone who is in noncompliance with any existing lease.**

k. **Award of Lease.** Leases will be awarded to the respondent with the highest-priced offer, complying with the terms and conditions of this IFB, provided that the bidder is responsible, his bid is reasonable, and it is in the best interest of the United States to accept it. **Bidders past non-compliance history and delinquent rental payment history will be taken into account when evaluating bids.**

Within thirty (30) days after receipt of written notification from the Government that his bid has been accepted, the successful bidder must (1) sign and return all copies of the lease, (2) provide payment for the balance of rent due, and (3) provide an acceptable check or cashier's check, letter of credit, or performance bond equal to the Performance Guarantee provided above. **Farming operations may NOT commence until such time a lease has been fully executed by the United States.**

1. **Default.** In the event the successful bidder fails to enter into a lease within thirty (30) days after receipt of Government notification that his/her offer has been accepted, or in the event that the successful bidder fails to otherwise comply with the terms of this IFB, the Government may declare him/her in default and retain the deposit as liquidated damages. The deposit may be applied by the Government to any Government loss, cost or expense incurred in leasing the property and any difference between the rental for another lease, if the latter amount is less. The bidder is liable for the full amount of damages sustained by the Government because of his/her default; such liability is not limited to the amount of the bidder's deposit.

In instances where the Government cannot successfully award the lease to the next highest bidder or other qualified bidder, the defaulting bidder may farm the leased land after providing (1) the signed lease, (2) balance of first year's rent, and (3) an acceptable certified check or cashier's check, letter of credit, or performance bond equal to the Performance Guarantee amount listed above. The lease in this case, shall be for a one-year period only. If the defaulting bidder does not want to lease the premises for one-year, he must pay the balance of the first year's rent as liquidated damages.

THE SUBMISSION OF A BID ON THIS IFB CONSTITUTES AGREEMENT BY THE BIDDER TO BE BOUND BY THE PROVISIONS OF THIS DEFAULT CLAUSE.

m. **Covenant Against Contingent Fees.** The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability or, at its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

5. INSTRUCTIONS TO BIDDERS

a. **Bids subject to these terms.**

(1) Bids should be based on performance of all services required in the Land Use Regulations "**Exhibit B**" and Tract Management Plan "**Exhibit C-1 through C-6.**" In preparing a bid where services are to be performed, consider the costs of labor, materials, supplies and equipment needed to provide these services. **The Government considers timely performance of these services to be as essential as timely payment of cash rent.**

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Failure to perform such services when specified may result in lease revocation and collection of the Performance Guarantee as liquidated damages for the value of these services.

(2) Bids should be submitted with the understanding that the Lessee is allowed to participate in U.S. Department of Agricultural (USDA) programs to the extent that no conflict exists with the installation's agricultural objectives. Simply stated, the agricultural leasing program requirements take precedence over USDA provisions, i.e. when crops are to be planted. The Lessee must consult with the installation's Ag Land Manager as to what cover crop to plant should he/she wish to deviate from the crop rotation plan as described in the Tract Management Plan.

(3) All bids submitted shall be deemed to have been made with full knowledge of all terms, conditions and requirements herein contained, including those set forth in the Land Use Regulations **"Exhibit B"** and Tract Management Plan **"Exhibit C-1 through C-6."**

(4) Bids may be submitted for one, several or all tracts. If multiple tracts are offered, **a separate amount and deposit check is required for each tract. LUMP SUM OFFERS COVERING MORE THAN ONE TRACT WILL NOT BE CONSIDERED.** Qualifying statements such as "first choice" or "second choice," acreage limitations, etc. will not be honored and will be considered a non-responsive bid. The decision of the Contracting Officer representing the United States is final and without recourse to any bidder to appeal therefrom, provided such is made in a manner determined to be in the best interest of the Government.

b. **Bid Form.** Bids must be submitted on the Bid Form attached hereto. Additional copies of the IFB and Bid Form may be obtained from Marty Wilson, 270-798-3656; email: Martin.Q.Wilson@usace.army.mil. **One Bid Form listing all bid items in one envelope is sufficient.**

c. **Execution of Bids.** Each bid must give the full address of the bidder(s) and be signed with his usual signature.

(1) If the bidder is a corporation, the Corporate Certificate, included in this IFB, must be executed. The certificate must be executed by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Corporate Certificate, the Corporation may submit other documents satisfactory to the Government which indicate the officer's authority to sign.

(2) If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, the Partnership Certificate, included in this IFB, must be executed.

d. **Submission of Bids.** It will be the responsibility of each bidder to see that his bid is delivered by the time, date and place prescribed in the IFB. Bids received prior to the time of opening will be securely kept and unopened.

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The person whose duty it is to open the bids will decide when the specified time has arrived and no bid or modification of a bid, or withdrawals of a bid, received thereafter will be considered. The only exception is bids received before award is made, but delayed in the mail by occurrences beyond the control of the bidder. Such exceptions may be considered if written certification is furnished by authorized postal authorities to that effect. No responsibility will be attached for the premature opening of a bid not properly addressed and identified as described in Paragraph 5h. **All notifications of a bid or bid withdrawal must be received in writing prior to the bid opening.**

e. **Withdrawal of Bids.** Bids may be withdrawn only by written request received from bidders prior to the time fixed for opening bids. Negligence in preparing the bid confers no right to withdraw the bid after it has been opened. **If the successful bidder decides after the bid opening he does not want to sign the lease, the default paragraph applies.**

f. **Opening of Bids.** At the time fixed for the opening of bids, bid contents will be made public.

g. **Marking and Sealing Bids.** The following items must be enclosed in a sealed envelope, marked and addressed as shown below.

(1) **Bid Form** - One Bid Form listing all interested bids is sufficient.

(2) **Bid Deposit Check(s)** – A separate deposit check is required for each individual tract and shall be in the amount equal to and not less than ten (10) percent of that tract's total offer.

ENVELOPE:

Bidder's Name

Bidder's Return Address

U.S. Army Corps of Engineers
ATTN: Barry Tucker
PO Box 100.
Fort Knox, KY 40121

SEALED BID

To be opened:

TIME: 10:30 a.m. CST

DATE: February 10, 2021

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h. **Pre-Bid Conference.** A representative of the U.S Army Corps of Engineers, Louisville District, Real Estate Division, will be available at Building 6645, 101st Airborne Division Road Fort Campbell, Kentucky; Intersection of Lafayette Road and 101st Airborne Division Road, outside Gate 10. at 10:00 a.m. CST to address any questions regarding the bid requirements and the terms and conditions of the lease.

i. **Additional Information.** Should there be any questions or additional information needed, please contact Barry Tucker, 502-640-3286, Barry.S.Tucker@usace.army.mil, OR Marty Wilson, 270-798-3656, Martin.Q.Wilson@usace.army.mil

6. DATA REQUIRED BY THE PRIVACY ACT OF 1974

The personal information requested on the IFB and lease document, as authorized by 10 U.S.C. 2667, is needed and will be used to contact bidders, and in the case of the successful bidder, to prepare the lease. The lease document, containing the Lessee's address, will be made available to the public upon request. The furnishing by the bidder of his telephone number and/or email address is voluntary and will have no effect on his bid.

7. DATA REQUIRED BY THE DEBT COLLECTION IMPROVEMENT ACT OF 1996

For the offer to be valid, a complete Request for Grantee Social Security Number and/or Taxpayer ID Number form must be included with your offer. The Corps of Engineers requires each person doing business with the agency to furnish such person's taxpayer identification number. This information is mandatory under the Debt Collection Improvement Act of 1996, Public Law 104-134, April 26, 1996, 110 Stat 1321-358. The agency intent is to use such number for purpose of collecting and reporting on any delinquent amounts arising out of such person's relationship with the Government. **Failure to provide accurate information may result in your lease request being denied.**

BID FORM

FOR LEASING REAL PROPERTY OF THE UNITED STATES
ON FORT CAMPBELL

To: U.S. Army Corps of Engineers
ATTN: REM, Room 137
600 Dr. Martin Luther King Jr. Place
P.O. Box 59
Louisville, KY 40201

This bid is subject to all conditions and requirements in the IFB. I agree to enter into a written lease within 30 days of notice of acceptance. Enclosed is my offer deposit in the form of a certified check or cashier's check made payable to the "USAED, Louisville." Deposits shall not be less than ten percent (10%) of the annual rental offered for each tract. **NOTE: Separate deposit checks are required for each tract.**

ROW CROP BID ITEMS

Bid Opening Date/Time: February 10, 2021 @ 10:30 a.m. CST

Bid Item	Tract	Term of Lease	ANNUAL CASH RENT	Bid Deposit Enclosed
1	2	3/1/2021-11/30/2021	\$ _____	\$ _____
2	6	3/1/2021-11/30/2021	\$ _____	\$ _____
3	23	3/1/2021-11/30/2021	\$ _____	\$ _____
		5 yr option with approval, 12/1/2021—11/30/2026		

Bid Form - Page 2

BID FORM
FOR LEASING REAL PROPERTY OF THE UNITED STATES
ON FORT CAMPBELL

Hay Tracts

Bid Item	Tract	Term of Lease	ANNUAL CASH RENT	Bid Deposit Enclosed
4	20H	3/1/2021-11/30/2024	\$_____	\$_____
5	00H	3/1/2021-11/30/2025	\$_____	\$_____
		5 yr option with approval, 12/1/2025— 11/30/2030.		
6	ABH	3/1/2021-11/30/2025	\$_____	\$_____
		5 yr option with approval, 12/1/2025— 11/30/2030.		

Bid Form - Page 3

FULL NAME (PRINT) _____

ADDRESS _____

TELEPHONE NO. _____

E-MAIL ADDRESS (optional) _____

NOTE: By signing this offer I (we) agree to and understand all requirements as stated and set out in this IFB.

SIGNATURE _____ **Date:** _____

Taxpayer ID: _____

Bidder represents: (a) That he [] has, [] has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract and, (b) that he [] has, [] has not, paid or agreed to pay any company or persons (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above as requested by the USAED, Louisville.

BIDDER REPRESENTS: (Check appropriate box)

A lease, if awarded, shall be drafted to the name of:

_____ An individual or individuals. Name other individual(s) to be included on lease: _____

_____ A joint tenancy as husband and wife with right of survivorship – If joint tenancy, please print spouse's name: _____

_____ A legal partnership. Name of Partnership: _____
Name of General Partner: _____

_____ A corporation, incorporated in the state of _____

**COMPLETE THIS FORM IF YOU ARE SUBMITTING THIS OFFER AS A
CORPORATE ENTITY.**

CORPORATE CERTIFICATE

I, _____ certify that I am the
(Name)

_____, named as Lessee herein; that
(Secretary or Attesting Officer)

_____ who signed this Agreement on behalf of said
(Officer Name)

_____, was then _____
(Corporation Name) (Officer Title)

of the Corporation; and that said Agreement was duly signed for and on behalf of the

_____ by authority of its governing body and is within the
(Corporation Name)

scope of its corporate powers.

Signature of Secretary or Attesting Officer

Date

*This form certifies that the person signing the attached instrument has the authority to do so.
The signature of the Secretary/Attesting Officer and the individual signing the attached
instrument cannot be the same.*

**COMPLETE THIS FORM IF YOU ARE SUBMITTING THIS OFFER AS A
PARTNERSHIP.**

PARTNERSHIP CERTIFICATE

I, _____ certify that I am the
(Name of Partner - 1)

General Partner in the Partnership named as Lessee in the attached Agreement, I certify further
that _____ who signed this Agreement on behalf of the
(Name of Partner - 2)

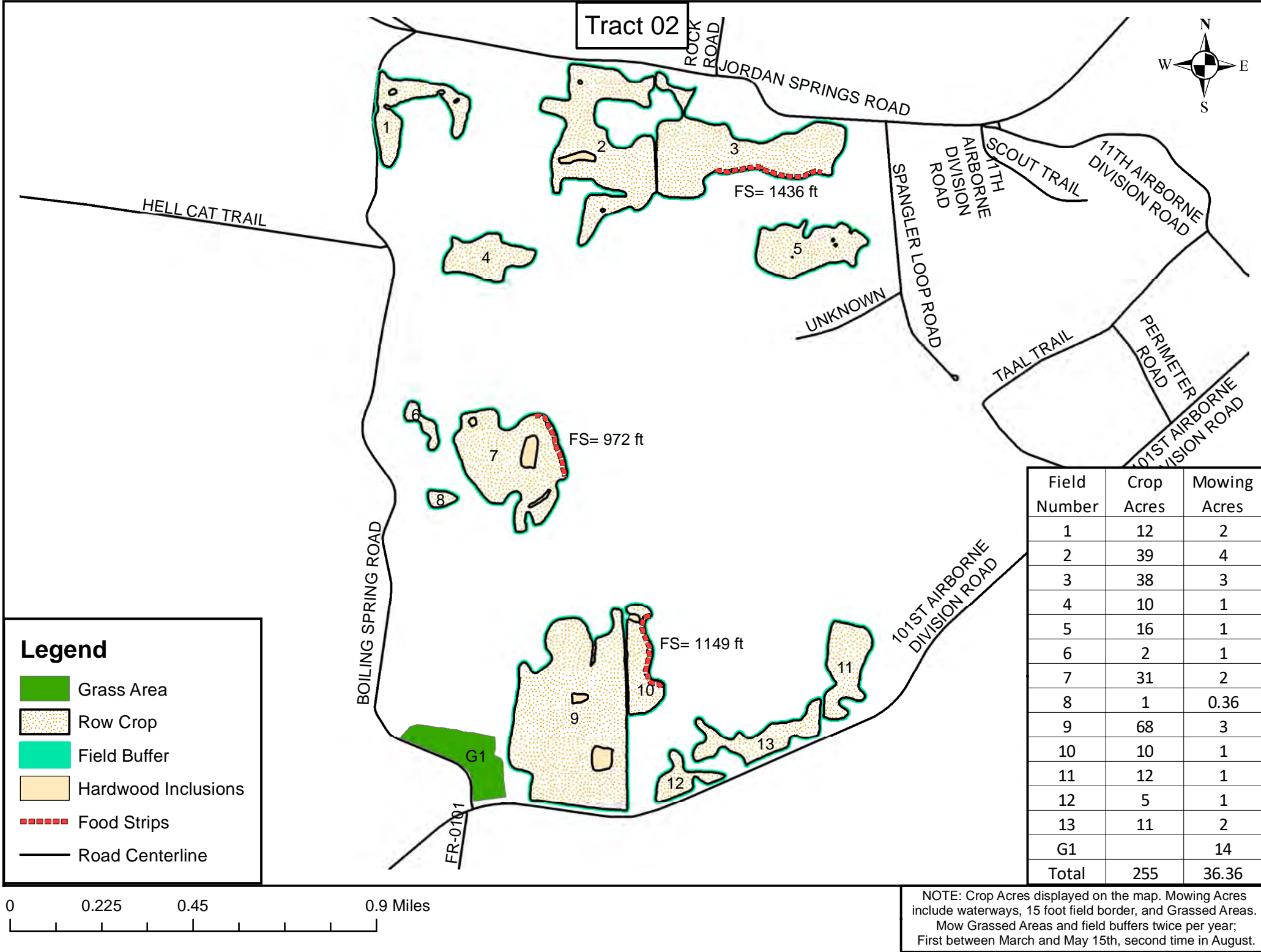
Partnership, is also a General Partner and has the authority to bind the Partnership by virtue of
the powers vested in him/her in the Partnership Agreement.

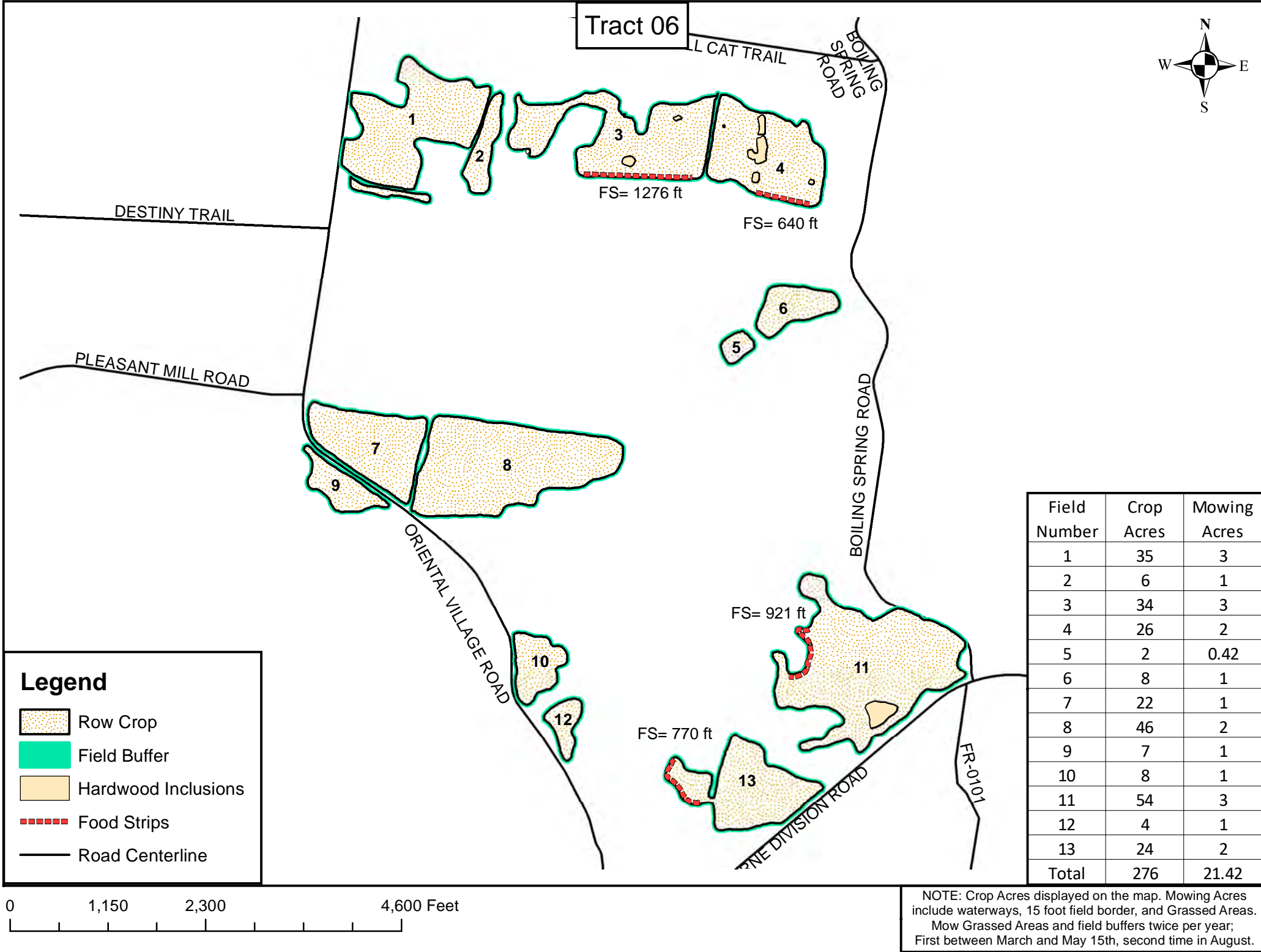
Signature of Partner

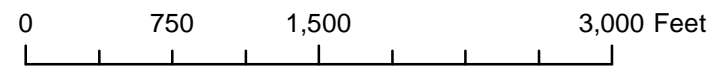
Date

(The Partner that signed attached instrument cannot sign Certificate)

*This form certifies that the person signing the attached instrument has the authority to do so.
The signature of the Partner signing this form and the Partner signing the attached instrument
cannot be the same.*

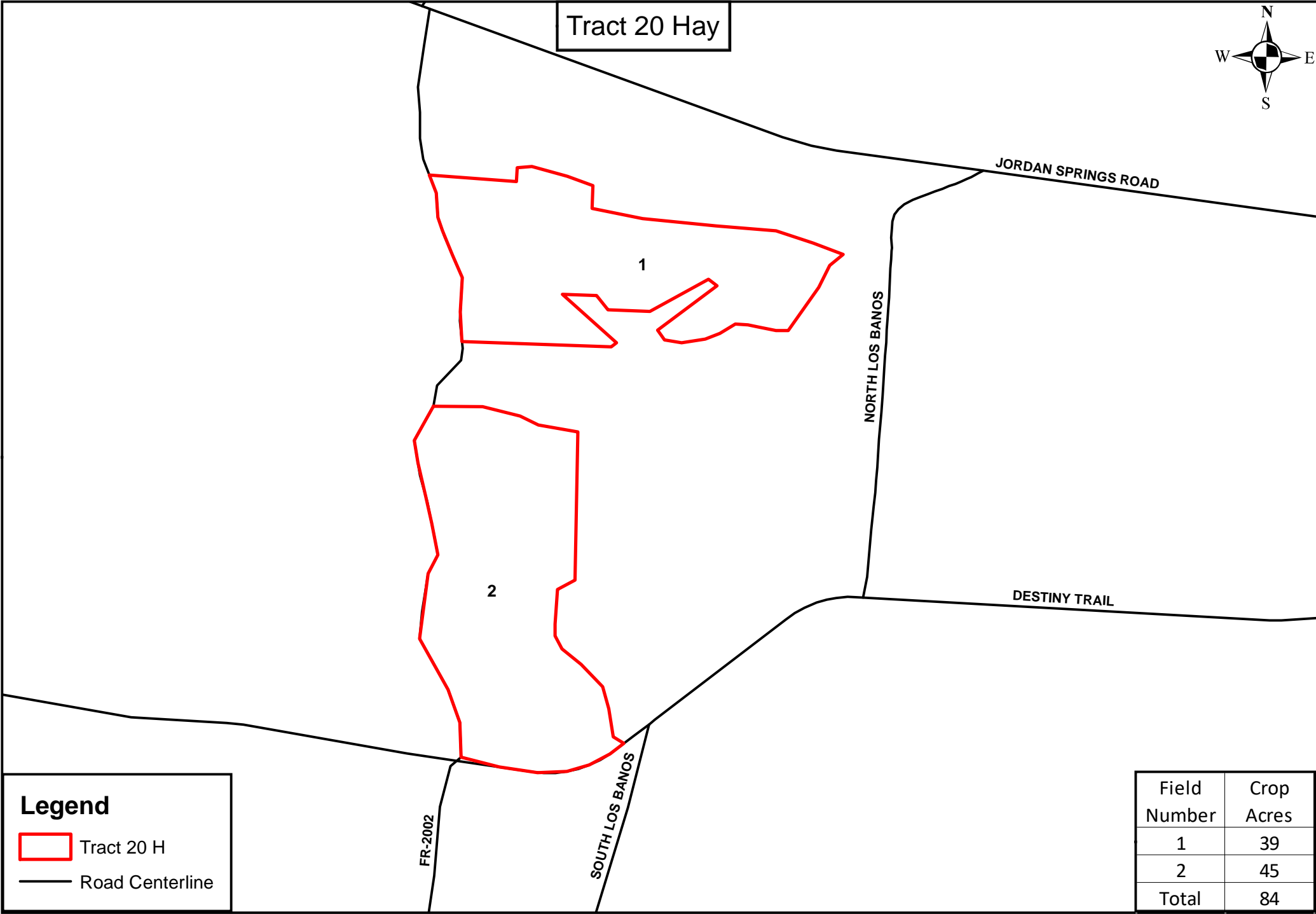
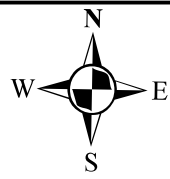




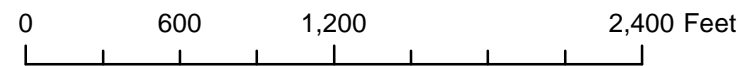


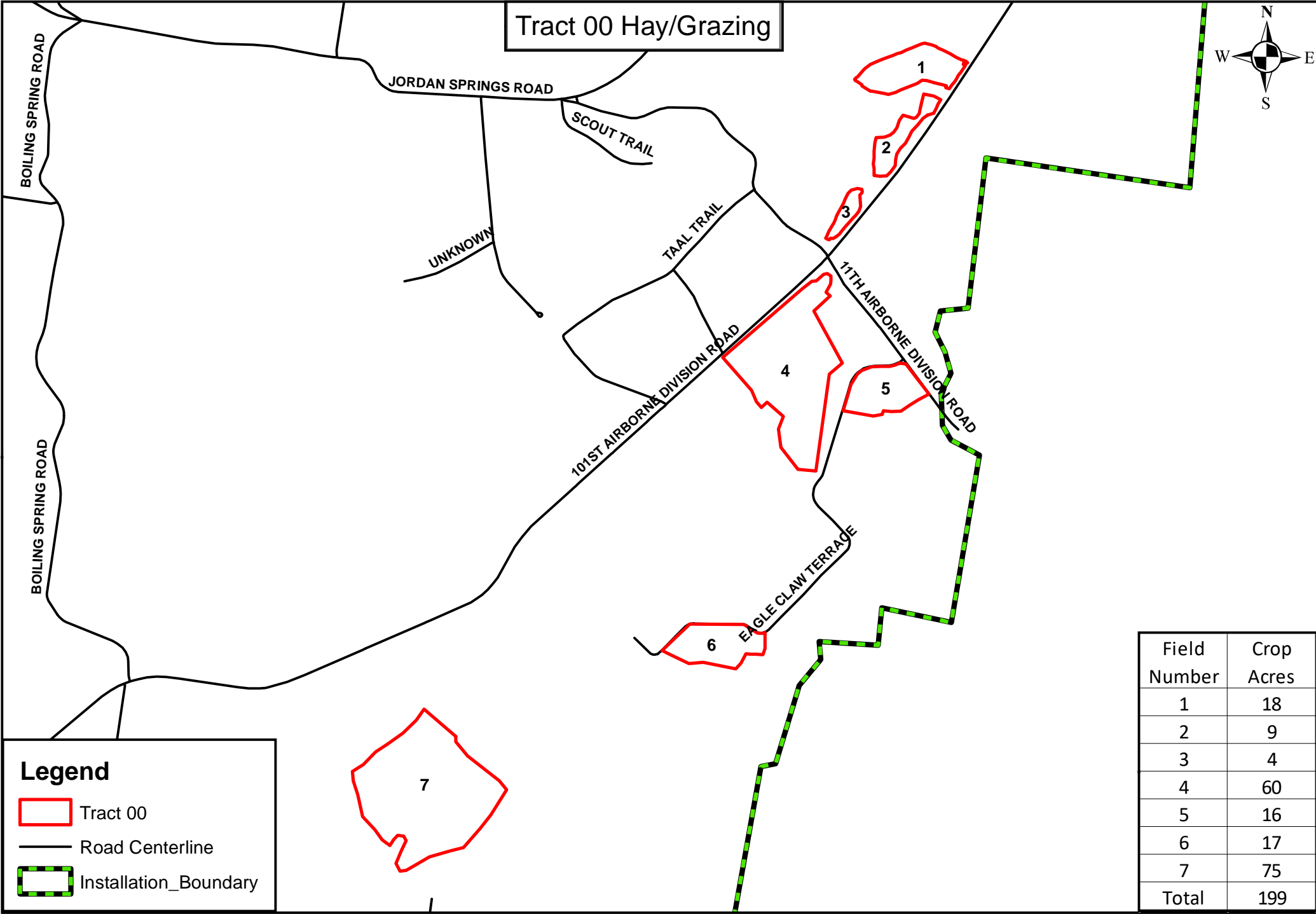
NOTE: Crop Acres displayed on the map. Mowing Acres include waterways, 15 foot field border, and Grassed Areas. Mow Grassed Areas and field buffers twice per year; First between March and May 15th, second time in August.

Tract 20 Hay

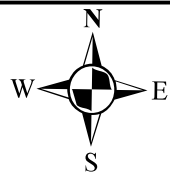


Field Number	Crop Acres
1	39
2	45
Total	84

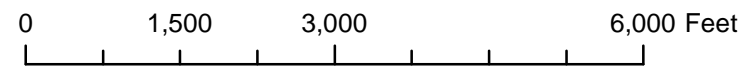


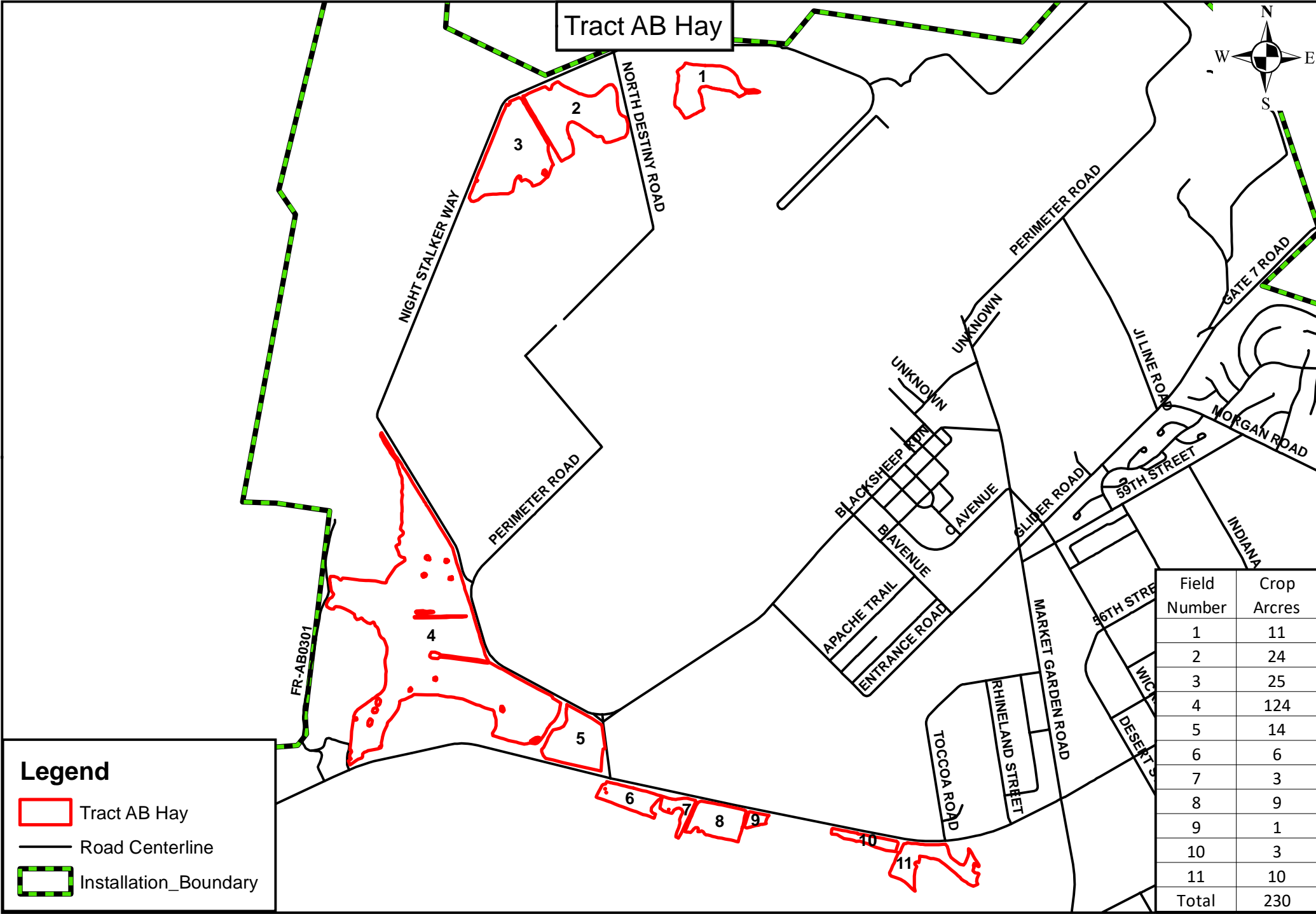


Tract 00 Hay/Grazing



Field Number	Crop Acres
1	18
2	9
3	4
4	60
5	16
6	17
7	75
Total	199





GENERAL LAND USE REGULATIONS FORT CAMPBELL MILITARY RESERVATION

1. GENERAL REQUIREMENTS RELATIVE TO LAND USE

The lessee shall comply with the provisions of these land use regulations and furnish all equipment, labor and pay all expenses necessary and incident thereto. THE LESSEE'S COMPLIANCE WITH THE PROVISIONS OF THESE LAND USE REGULATIONS CONSTITUTES A PORTION OF THE COMPENSATION FOR THE USE OF THE LEASED LAND AND FAILURE TO COMPLY THEREWITH SHALL BE REGARDED AS A DELINQUENCY THE SAME AS FAILURE TO PAY CASH RENTAL.

The lessee agrees to conduct all farming operations in accordance with the land use practices set forth herein and with the crop rotation, soil conservation plan and the TRACT MANAGEMENT PLAN of this lease.

The government reserves the right of concurrent use and periodic exclusive use of lease lands as assigned military training missions and the lessee shall schedule all farming operations so as not to conflict with the training mission.

****NOT WITHSTANDING ANY OTHER CONDITIONS OR PROVISIONS OF THIS LEASE, THE GOVERNMENT SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES TO CROPS OR THE LEASED LAND. TRAINING MISSIONS MAY REQUIRE THE OPERATION OF HEAVY WHEELED VEHICLES, TANKS AND OTHER TRACKED TYPE VEHICLES ON THE LEASED UNITS WHICH COULD RESULT IN SEVERE DAMAGE TO CROPS AND THE LAND. ****

A. Government Property

The lessee understands and agrees government-owned buildings, parking lots, other improvements and fencing are excluded from the lease. No willful abuse, destruction or unauthorized removal of Government property shall be allowed.

B. Cultural Resources

If any archaeological artifacts or human remains are found or uncovered during farming activities, they shall be left in place and reported immediately to the Ag Outlease Manager at (270) 461-2244 or the Cultural Resources Manager at (270) 412-8174. Removing these items from where they are found or from the Installation is a violation of the Archaeological Resources Protection Act (ARPA) and may result in fines and/or imprisonment.

C. Housekeeping

Lessee shall remove any materials, such as; bags, containers, etc from their tract. Disposal of empty pesticide containers shall be off the Installation and be in accordance with current FIFRA (Federal Insecticide, Fungicide and Rodenticide Act) regulations. All fence lines will be maintained in their current condition and free of brush.

D. Temporary Structures

No temporary structures may be erected without prior written approval from the Ag Outlease Manager – this includes temporary fencing. All temporary structures, built by the lessee, shall be without cost to the Government, are to be the property of the lessee and are to be removed or disposed of upon termination of the lease.

E. Advertising

Displays of commercial advertisements for agricultural products and equipment shall not be permitted on leased lands.

F. Drainage

All field tiles, diversion waterway buffer strips and drainage ditch work shall be coordinated and written approval from the Ag Outlease Manager and the Natural Resources Conservation Service (NRCS) prior to onset of work.

G. Weed, Grass and Brush Control

The lessee shall control volunteer weeds, grass and brush on all tracts by cutting or spraying with herbicides from the Installation Pre-Approved Pesticide List. At no time after **30 November** of each year, shall the volunteer vegetation exceed (1) foot in height. If the lessee fails to control the weeds, grass or brush or fails to satisfactorily perform any of the requirements of the lease, the Government Representative may direct the Installation Contractor to complete the work and bill the lessee.

Noxious weeds, such as; Thistle (Nodding/Musk and Canada), Johnson Grass and Cocklebur shall be controlled before seed heads emerge during the year by use of mowing or chemicals.

H. Designated Mowing

All designated mowing is to be completed at specified times as required by the Tract Management Plan. If the mowing is not completed or arrangements made for it to be done when specified, the Government Representative may have it completed as the lessee's expense.

I. Wildlife Conservation

A signed lease agreement shall not, in any way, give the lessee permission to take, hunt, trap or fish any of the wildlife on their lease or other Installation areas. All leased areas are subject to concurrent use for recreational purposes, including hunting, by such persons accorded the privilege by appropriate regulations established by the Installation Commander. It is the lessee's responsibility to coordinate land use with the Hunting and Fishing Department, telephone (270) 798-9854, during hunting seasons for status of the area you need to farm.

J. Oral Agreements

Any changes, such as; the Tract Management Plan, crop rotation, maintenance requirements, etc shall be submitted in writing for approval to the Installation Ag Lease Manager and the District Engineer, Louisville District. Oral agreements will not be honored for the protection of Installation personnel, District Engineer and the lessee. Any such agreement shall be written in the form of a Supplemental Agreement to the lease.

2. SAFETY AND SECURITY MEASURES

The following safety and security instructions are prescribed incident to usage of the tracts leased at Fort Campbell.

A. Safety and Security Prohibited Acts

1. Carrying or having possession of unauthorized personal weapons, firearms or ammunition.
2. Trespassing on non-leased acreage.
3. Hunting, fishing or trapping.
4. Ignoring directives posted on signs.
5. Any person who is or appears to be under the influence of alcohol or drugs shall not be permitted entry to the Installation. Persons who are or appear to be under the influence of alcohol or drugs while on the Installation or who have alcohol or drugs in their possession, must be released to the proper authorities for prosecution.
6. Any act or omission not specifically noted above which is a violation of a law or instruction and which obviously is detrimental to the best interest of the Installation.
7. The lessee shall comply with all given security instructions by security guard personnel.
8. OSHA. The lessee shall comply in all respects with part 1928 of the Occupational Safety and Health Acts (OSHA) Standards.

B. Fire Prevention Prohibited Acts and Instructions

1. No open burning or the use of fires shall be allowed.
2. Farm machinery and towed equipment with auxiliary motors shall be equipped with a minimum of one fully charged dry chemical extinguisher.
3. A standard muffler and/or spark arrestor screen shall be attached to the end of the tail or exhaust pipe on all self-propelled farm or contractor equipment or equipment having an auxiliary motor.
4. All combustible trash and waste material shall be disposed of regularly.
5. Containers of flammable liquids shall be of an approved type. Flammable liquid drippings shall be disposed of promptly. Gasoline spills shall be disposed of in accordance with Federal, State and Local regulations. Chemical spills over 10 gallons shall be reported to the Installation officials at (270) 798-9637.

6. The use of gasoline to clean or wash agriculture equipment is prohibited; only solvent of an approved type shall be used for this purpose.
7. The use of permanent petroleum fuel storage facilities for servicing equipment shall not be permitted.

C. Control of Authorized Entry and Exit

1. Lessees and their employees are subject to security checks, based upon information supplied by the lessee or their employees.
2. Entrance to or exit from the Installation shall be only through authorized gates. Any act of driving around, climbing over or cutting through a security gate or any other means of entry is a violation of Installation security.
3. Any security guard may conduct routine or special search of vehicles or equipment on the Installation. The person and clothing of personnel is subject to search by security guards. Incoming persons will not be searched over their objection, but may be denied the right of entry upon their refusal to consent to search.
4. Per current security policy, there are no more rear area gate keys being issued to lessees. If this policy changes, the Ag Lease Manager will notify the lessees in writing and proceed with issuing keys to interested lessees.
5. Per current security policy, there are no more Eagle Cards being issued to lessees, so lessees wishing to gain entry to leased area inside the Cantonment Area shall have to obtain a (1) day pass at Gate 7 or apply for a Rapid Gate pass at the current cost for back ground check per person.

D. Motor Vehicles and Other Equipment – Registration and Operation

1. All lessee motor vehicles (trucks and cars) shall be registered in the state of residency to be operated on the Installation to include valid driver's license, registration and proof of insurance.
2. The maximum speed limit on the Installation is 45 MPH on paved roads and 25 MPH on gravel roads. When approaching pedestrians or road march reduce speed to 10 MPH.
3. Indiscriminate parking of vehicles and/or equipment on roadways shall not be permitted. Vehicles and/or equipment shall not be parked closer than 25 feet of any building or fire hydrant.

4. Vehicles and/or equipment shall not be permitted to block a road at any time. If it becomes necessary to stop a vehicle, the right shoulder of the road shall be used.
5. All personnel shall extend “courtesy-of-the-road” to all other drivers and shall cooperate with members of the Security Force.
6. Seat belts and/or shoulder harnesses are required for all passengers in any type of vehicle.
7. The use of All Terrain Vehicles (ATV) shall not be permitted on paved or gravel roads by lessees, employees or agents of lessee. Helmets shall be worn at all times while operating ATV.
8. The use of hand-held cell phones, text-messaging devices or any device to send, receive or read e-mails while driving vehicles or equipment on the Installation is prohibited. When using these devices, you shall be stopped and out of the flow of traffic.

3. SOIL AND WATER CONSERVATION

A. Pesticide Usage and Prohibited Acts

1. Only those herbicides, insecticides and fungicides approved by the U. S. Environmental Protection Agency (EPA) shall be used by lessees, employees or lessee agents on the Installation. Therefore, all pesticides that are used shall be on the Pre-Approved Pesticide List that is Attachment of the General Land Use Regulations. Authorization to use any pesticide not on the Pre-Approved Pesticide List will be considered on a case-by-case basis. The lessee shall forward a written request for additional proposed pesticides to the Ag Outlease Manager for approval. Lessees are to submit their Pre-Approval reports to the Ag Outlease Manager by January 31st of each year.
2. The method and rate of application shall be consistent with the provisions of the label. The lessee is responsible for compliance with the above on their leased tracts. All lessees, their agents and employees applying restricted use pesticides shall be properly certified by the State of Kentucky or Tennessee. The lessee shall comply with all Federal, States and local regulations/laws regarding pesticide usage. This includes the EPA’s Worker Protection Standard for Agricultural Pesticides. The lessee shall use Integrated Pest Management (IPM) practices to reduce pesticide usage.

3. Damage resulting from the use of pesticides by the lessee, either to the leased premises, adjacent property, water sources and human or animal life shall be the lessee's responsibility. Care shall constantly be exercised in the mixing and usage of agricultural chemicals. Empty containers and excess materials shall be removed at once from the Installation property. Consider recycling containers via the Ag Container Recycling Council (www.acrecycle.org).
4. The lessee shall report the use and non-use of all pesticides to the Ag Outlease Manager's office by August 31st of each year. The written report shall be completed fully and legibly printed. If these reports are not received and completed to the satisfaction of Ag Outlease Manager by the above due date, the lessee and their employees shall be denied access to their leased tracts.
5. Those herbicides which are considered persistent or likely to result in a herbicide carry over shall not be used during the last year of the lease.
6. Clear Zones: 20 feet around buildings or other structures shall be mowed or sprayed to maintain vegetation at less than 12 inches in height.
7. Prohibited Acts:
 - a. Lessee shall not store pesticides beyond 48 hours at the lease tract.
 - b. Herbicides containing **Atrazine** shall not be used without thorough and clear justification and written approval from the Command Pest Management Coordinator.
 - c. Use of any pesticides not submitted to the Installation Pest Management Coordinator and approved by the Command Pest Management Coordinator.
 - d. No aerial pesticide applications shall be allowed.
 - e. No pesticide applications shall be made within a 15 foot buffer zone of any forested areas.
 - f. Applications that may cause drift shall be avoided.
 - g. Pesticide applications in gusty winds or when wind speeds exceed 10 MPH shall be avoided.
 - h. Pesticide applications shall be limited to between 30 minutes after sunrise to 30 minutes before sunset.

B. Cropping

No-till cropping near road banks, creeks, field drainage ditches, tree rows or waterways is restricted as follows:

1. Planting of cultivated crops shall not be permitted within 15 feet of grassed waterways, field drainage ditches, tree rows or back slope of roadside ditches (example is included).
2. Unrestricted row crop fields shall be in a corn/soybean rotation. Height restricted fields shall be in a milo/soybean rotation. Cover crops are required. Permitted cover crops include wheat, annual rye, oats, crimson clover, millet, buckwheat, oilseed/tillage radish; or any native mustard, native clover, or native grass; or those specified by your local NRCS office. All other cover crops must be submitted in writing for preapproval.
3. Cover Crop (NRCS Code 340, Sept 14)

C. Grazing/Hay Pastures

1. Perennial hay tracts shall be seeded with acceptable hay-type crops as defined; orchard grass, timothy, alfalfa, lespedeza (except serecea), native clovers or warm season grasses native to this area. No fescue is to be allowed due to its invasive nature. Only grass seed produced incidentally to the production of hay may be harvested.
2. Native Grass Hay Leases (as specified in the Tract Management Plan) shall not be harvested until after 1 August to account for peak grassland bird nesting activity.
3. Grazing tracts shall be seeded with acceptable hay-type crops as defined; orchard grass, timothy, alfalfa, lespedeza (except serecea), clovers or warm season grasses native to this area. No fescue is to be allowed due to its invasive nature. Pastures will be required to keep vegetation below 24" Nov-April through hay operation or bush hogging.
4. The grazing period is from 1 April to 31 October.
5. Stocking rates:
 - a. 1 cow/calf pair per 3 acres
 - b. 2 stockers per 3 acres
 - c. 5 small ruminants per 3 acres

- d. Stocking limits will not be exceeded and may be adjusted at the Land Manager's discretion depending upon the condition of the land. If over-grazing occurs, the Land Manager will order the reduction of livestock or the removal of livestock.
- 6. Watering Systems must be installed and maintained by the lessee. Lessee must have pre-approval from Land Manager prior to installing water tanks or any watering system. Approval may take up to two weeks. Lessee is responsible for keeping watering systems in good working order, to include:
 - a. Repair and maintenance of stock water tanks, tank assemblies, overflow pipes, trickle tubes, and water supply lines.
 - b. Winterizing all livestock water systems to prevent damage from freezing. Cutoff valves at tanks shall be cutoff and the stock water supply system drained.
 - c. Lessee is responsible for making all structural and vegetative repairs to the water distribution systems when damages result from neglect and/or livestock damage.
 - d. Lessee will have all maintenance on water systems completed before cattle are returned the next spring.
 - e. Each water tank will be checked monthly to include removal of plant and leaf material, flushing, and cleaning.
- 7. Feeders/Mineral Buckets: Feeders/mineral buckets will be placed greater than 50 feet from roads, loading platforms, buildings, and work areas. All empty feed/mineral buckets must be removed from the installation in a timely fashion.
- 8. Fencing:
 - a. Fences shall be kept clear of thistle, woody vegetation, and vines. Vegetation will be cleared from the fences after it is killed. 20 feet outside the fence line must be cleared of vegetation.
 - b. Repairs to wooden fences are at the discretion of the lessee. No wooden fences shall be removed or repaired without prior approval from the Land Manager.
 - c. If any ground disturbance is needed (ie fixing fence posts, adding posts, etc), lessee must have prior written approval.

- d. Lessee is responsible for keeping livestock out of creeks and other natural water sources.
- 9. Escaped Livestock: Lessees will provide Land Manager with primary and secondary points of contact for notification of escaped livestock. Lessees must return their animals to the lease area immediately and may be held liable for any property damage incurred.
- 10. Dead Livestock: Lessees will be notified of dead livestock and are responsible for removing dead livestock in a timely fashion. Dead livestock disposal is not authorized on Fort Campbell.

D. Erosion Control

- 1. Good erosion practices:
 - a. Mowing vegetation no closer than 6 inches in grass waterways, field borders and grassed area.
 - b. Avoid crossing ditches with machinery to prevent damage and minimize risk of overturning machinery.
 - c. Crossing of waterways with equipment while planting, spraying or harvesting is prohibited. Lessee shall not disturb the 15 foot buffer around waterways except to mow during designated times.
 - d. Avoid herbicide spraying of the vegetation in waterways.
 - e. Avoid fieldwork (planting, spraying or harvesting) when the ground is too wet resulting in rutting.
- 2. Residue and Tillage Management, No-Till (NRCS Code 329, Jun 14)

Definition: Limiting soil disturbance to manage the amount, orientation and distribution of crop and plant residue on the soil surface year around.

- a. No-Tillage practice shall be used on the Installation property. Sub-soiling for compaction shall be allowed on a case-by-case basis, with written pre-approval.
- b. Implements that only disturb strips or slots shall be allowed. All others are considered to be full-width or capable of full disturbance and therefore not compatible.

- c. No earth disturbing activity without prior written pre-approval shall be allowed.

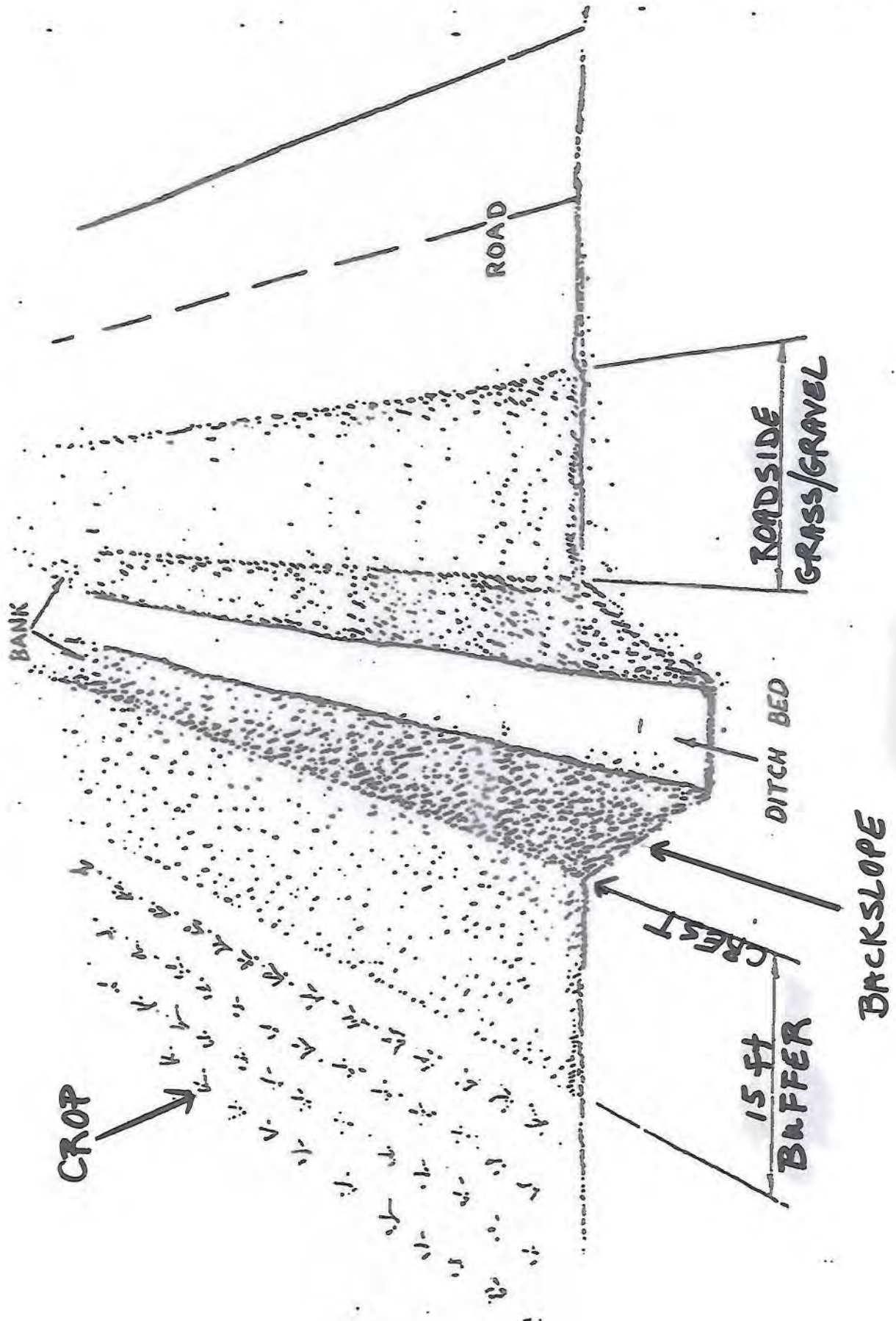
E. Fertilizer and/or Limestone Requirements

The lessee shall maintain or improve the productivity of the leased land by applications of fertilizer and/or limestone in accordance with the requirements for the soil and the crop to be grown, as determined by soil tests. The soil tests are required the 1st and 3rd years and shall be analyzed by a reputable soil testing laboratory. Soil samples shall be furnished by and at the expense of the lessee. The lessee will furnish the Ag Outlease Manager a copy of the soil tests reports for each reporting year. The lessee shall apply fertilizer and/or limestone in accordance with the recommendations of these reports and provide documentation of application to the Ag Lease Manager.

[illegible]

[illegible]

Example of Roadside Buffer



NATURAL RESOURCES CONSERVATION SERVICE CONSERVATION PRACTICE STANDARD

COVER CROP

(Ac.)

CODE 340

DEFINITION

Grasses, legumes, and forbs planted for seasonal vegetative cover.

PURPOSE

This practice is applied to support one or more of the following purposes:

- Reduce erosion from wind and water.
- Maintain or increase soil health and organic matter content.
- Reduce water quality degradation by utilizing excessive soil nutrients.
- Suppress excessive weed pressures and break pest cycles.
- Improve soil moisture use efficiency.
- Minimize soil compaction.

CONDITIONS WHERE PRACTICE APPLIES

All lands requiring seasonal vegetative cover for natural resource protection or improvement.

CRITERIA

General Criteria Applicable to All Purposes

Plant species, seedbed preparation, seeding rates, seeding dates, seeding depths, fertility requirements, and planting methods will be consistent with applicable local criteria and soil/site conditions.

Select species that are compatible with other components of the cropping system.

Ensure herbicides used with crops are compatible with cover crop selections and purpose(s).

Cover crops may be established between

successive production crops, or companion-planted or relay-planted into production crops. Select species and planting dates that will not compete with the production crop yield or harvest.

Do not burn cover crop residue.

Determine the method and timing of termination to meet the grower's objective and the current NRCS Cover Crop Termination Guidelines.

When a cover crop will be grazed or hayed ensure the planned management will not compromise the selected conservation purpose(s).

Do not harvest cover crops for seed.

If the specific rhizobium bacteria for the selected legume are not present in the soil, treat the seed with the appropriate inoculum at the time of planting.

Additional Criteria to Reduce Erosion from Wind and Water

Time the cover crop establishment in conjunction with other practices to adequately protect the soil during the critical erosion period(s).

Select cover crops that will have the physical characteristics necessary to provide adequate erosion protection.

Use the current erosion prediction technology to determine the amount of surface and/or canopy cover needed from the cover crop to achieve the erosion objective.

Additional Criteria to Maintain or Increase Soil Health and Organic Matter Content

Cover crop species will be selected on the basis of producing higher volumes of organic material and root mass to maintain or increase soil

organic matter.

The planned crop rotation including the cover crop and associated management activities will score a Soil Conditioning Index (SCI) value > 0, as determined using the current approved NRCS Soil Conditioning Index (SCI) procedure, with appropriate adjustments for additions to and or subtractions from plant biomass.

The cover crop shall be planted as early as possible and be terminated as late as practical for the producer's cropping system to maximize plant biomass production, considering crop insurance criteria, the time needed to prepare the field for planting the next crop, and soil moisture depletion.

Additional Criteria Reduce Water Quality Degradation by Utilizing Excessive Soil Nutrients

Establish cover crops as soon as practical prior to or after harvest of the production crop. (i.e. before or after harvest)

Select cover crop species for their ability to effectively utilize nutrients.

Terminate the cover crop as late as practical to maximize plant biomass production and nutrient uptake. Practical considerations for termination date may include crop insurance criteria, the amount of time needed to prepare the field for planting the next crop, weather conditions, and cover crop effects on soil moisture and nutrient availability to the following crop.

If the cover crop will be harvested for feed (hay/balage/etc.), choose species that are suitable for the planned livestock, and capable of removing the excess nutrients present.

Additional Criteria to Suppress Excessive Weed Pressures and Break Pest Cycles

Select cover crop species for their life cycles, growth habits, and other biological, chemical and or physical characteristics to provide one or more of the following:

- To suppress weeds, or compete with weeds.
- Break pest life cycles or suppress of plant pests or pathogens.
- Provide food or habitat for natural enemies of pests.
- Release compounds such as glucosinolates that suppress soil borne pathogens or pests.

Select cover crop species that do not harbor pests or diseases of subsequent crops in the rotation.

Additional Criteria to Improve Soil Moisture Use Efficiency

In areas of limited soil moisture, terminate growth of the cover crop sufficiently early to conserve soil moisture for the subsequent crop. Cover crops established for moisture conservation shall be left on the soil surface.

In areas of potential excess soil moisture, allow the cover crop to grow as long as possible to maximize soil moisture removal.

Additional Criteria to Minimize Soil Compaction

Select cover crop species that have the ability to root deeply and the capacity to penetrate or prevent compacted layers.

CONSIDERATIONS

Plant cover crops in a timely matter and when there is adequate moisture to establish a good stand.

When applicable, ensure cover crops are managed and are compatible with the client's crop insurance criteria.

Maintain an actively growing cover crop as late as feasible to maximize plant growth, allowing time to prepare the field for the next crop and to optimize soil moisture.

Select cover crops that are compatible with the production system, well adapted to the region's

climate and soils, and resistant to prevalent pests, weeds, and diseases. Avoid cover crop species that harbor or carry over potentially damaging diseases or insects.

Cover crops may be used to improve site conditions for establishment of perennial species.

When cover crops are used for grazing, select species that will have desired forage traits, be palatable to livestock, and not interfere with the production of the subsequent crop.

Use plant species that enhance forage opportunities for pollinators by using diverse legumes and other forbs.

Cover crops may be selected to provide food or habitat for natural enemies of production crop pests.

Cover crops residues should be left on the soil surface to maximize allelopathic (chemical) and mulching (physical) effects.

Seed a higher density cover crop stand to promote rapid canopy closure and greater weed suppression. Increased seeding rates (1.5 to 2 times normal) can improve weed-competitiveness.

Cover crops may be selected that release biofumigation compounds that inhibit soil-borne plant pests and pathogens.

Species can be selected to serve as trap crops to divert pests from production crops.

Select a mixture of two or more cover crop species from different plant families to achieve one or more of the following: (1) species mix with different maturity dates, (2) attract beneficial insects, (3) attract pollinators, (4) increase soil biological diversity, (5) serve as a trap crop for insect pests, or (6) provide food and cover for wildlife habitat management.

Plant legumes or mixtures of legumes with grasses, crucifers, and/or other forbs to achieve biological nitrogen fixation. Select cover crop species or mixture, and timing and method of termination that will maximize efficiency of nitrogen utilization by the following crop, considering soil type and conditions, season and weather conditions, cropping system, C:N ratio of the cover crop at termination, and anticipated nitrogen needs of the subsequent crop. Use

LGU- recommended nitrogen credits from the legume and reduce nitrogen applications to the subsequent crop accordingly. "If the specific rhizobium bacteria for the selected legume are not present in the soil, treat the seed with the appropriate inoculum at the time of planting.

Time the termination of cover crops to meet nutrient release goals. Termination at early vegetative stages may cause a more rapid release compared to termination at a more mature stage.

Both residue decomposition rates and soil fertility can affect nutrient availability following termination of cover crops

Allelopathic effects to the subsequent crop should be evaluated when selecting the appropriate cover crop.

Legumes add the most plant-available N if terminated when about 30% of the crop is in bloom.

Additional Considerations to Reduce Erosion by Wind or Water

To reduce erosion, best results are achieved when the combined canopy and surface residue cover attains 90 percent or greater during the period of potentially erosive wind or rainfall.

Additional Considerations to Reduce Water Quality Degradation by Utilizing Excessive Soil Nutrients

Use deep-rooted species to maximize nutrient recovery.

When appropriate for the crop production system, mowing certain grass cover crops (e.g., sorghum-sudangrass, pearl millet) prior to heading and allowing the cover crop to regrow can enhance rooting depth and density, thereby increasing their subsoiling and nutrient-recycling efficacy.

Additional Considerations to Increase Soil Health and Organic Matter Content

Increase the diversity of cover crops (e.g., mixtures of several plant species) to promote a wider diversity of soil organisms, and thereby promote increased soil organic matter.

Plant legumes or mixtures of legumes with grasses, crucifers, and/or other forbs to provide nitrogen through biological nitrogen fixation.

Legumes add the most plant-available N if terminated when about 30% of the crop is in bloom.

PLANS AND SPECIFICATIONS

Prepare plans and specifications for each field or treatment unit according to the planning criteria and operation and maintenance requirements of this standard. Specifications shall describe the requirements to apply the practice to achieve the intended purpose for the practice site. Plans for the establishment of cover crops shall, as a minimum, include the following specification components in an approved Cover Crop, 340, Implementation Requirements document:

- Field number and acres
- Species of plant(s) to be established.
- Seeding rates.
- Seeding dates.
- Establishment procedure.
- Rates, timing, and forms of nutrient application (if needed).
- Dates and method to terminate the cover crop.
- Other information pertinent to establishing and managing the cover crop e.g., if haying or grazing is planned specify the planned management for haying or grazing.

OPERATION AND MAINTENANCE

Evaluate the cover crop to determine if the cover crop is meeting the planned purpose(s). If the cover crop is not meeting the purpose(s) adjust

the management, change the species of cover crop, or choose a different technology.

REFERENCES

A. Clark (ed.). 2007. Managing cover crops profitably. 3rd ed. Sustainable Agriculture Network Handbook Series; bk 9.

Hargrove, W.L., ed. Cover crops for clean water. SWCS, 1991.

Magdoff, F. and H. van Es. Cover Crops. 2000. p. 87-96 *In* Building soils for better crops. 2nd ed. Sustainable Agriculture Network Handbook Series; bk 4. National Agriculture Library. Beltsville, MD.

Reeves, D.W. 1994. Cover crops and erosion. p. 125-172 *In* J.L. Hatfield and B.A. Stewart (eds.) Crops Residue Management. CRC Press, Boca Raton, FL.

NRCS Cover Crop Termination Guidelines:
<http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/climatechange/?cid=stelprdb1077238>

Revised Universal Soil Loss Equation Version 2 (RUSLE2) website:
<http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/technical/tools/rusle2/>

Wind Erosion Prediction System (WEPS) website:
<http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/technical/tools/weeps/>

USDA, Natural Resources Conservation Service, National Agronomy Manual, 4th Edition, Feb. 2011. Website:
<http://directives.sc.egov.usda.gov/> Under Manuals and Title 190.

**NATURAL RESOURCES CONSERVATION SERVICE
CONSERVATION PRACTICE STANDARD
RESIDUE AND TILLAGE MANAGEMENT**

NO TILL

(Ac.)

CODE 329

DEFINITION

Limiting soil disturbance to manage the amount, orientation and distribution of crop and plant residue on the soil surface year around.

PURPOSE

- Reduce sheet, rill and wind erosion – Resource Concern: SOIL EROSION – Sheet, rill, and wind erosion.
- Reduce tillage-induced particulate emissions – Resource Concern: AIR QUALITY IMPACTS – Emissions of Particulate Matter (PM) and PM Precursors.
- Maintain or increase soil quality and organic matter content – Resource Concern: SOIL QUALITY DEGRADATION – Organic matter depletion.
- Reduce energy use – Resource Concern: INEFFICIENT ENERGY USE – Farming/ranching practices and field operations.
- Increase plant-available moisture – Resource Concern: INSUFFICIENT WATER – Inefficient moisture management.
- Provide food and escape cover for wildlife – Resource Concern: INADEQUATE HABITAT FOR FISH AND WILDLIFE – Habitat degradation.

CONDITIONS WHERE PRACTICE APPLIES

This practice applies to all cropland.

This practice only involves an in-row soil tillage operation during the planting operation and a seed row/furrow closing device. There is no full-width tillage performed from the time of harvest or termination of one cash crop to the time of

harvest or termination of the next cash crop in the rotation regardless of the depth of the tillage operation.

CRITERIA

General Criteria Applicable to All Purposes

Residue shall not be burned.

All residues shall be uniformly distributed over the entire field. Removing residue from the row area prior to or as part of the planting operation is acceptable.

No full-width tillage is performed from the time of harvest or termination of one cash crop to the time of harvest or termination of the next cash crop in the rotation regardless of the depth of the tillage operation. The Soil Tillage Intensity Rating (STIR) value shall include all field operations that are performed during the crop interval between harvest or termination of the previous cash crop and harvest or termination of the current cash crop (includes fallow periods). The STIR value shall be no greater than 20.

Additional Criteria to Reduce Sheet/Rill Erosion; Reduce Wind Erosion and Tillage Induced Particulate Matter

Use the current approved water and/or wind erosion prediction technology to determine the:

- Amount of randomly distributed surface residue needed
- Time of year the residue needs to be present in the field, and
- Amount of surface soil disturbance allowed

to reduce erosion to the desired level.

Calculations shall account for the effects of other practices in the management system.

Conservation practice standards are reviewed periodically and updated if needed. To obtain the current version of this standard, contact your Natural Resources Conservation Service State Office or visit the [Field Office Technical Guide](#).

**NRCS-TN
June 2014**

EXHIBIT B

Additional Criteria to Improve Soil Quality and Organic Matter Content

Ensure that an evaluation of the cropping system using the current approved soil conditioning index (SCI) procedure results in an SCI rating of zero or higher.

Additional Criteria to Increase Plant-Available Moisture and Reduce Evaporation from the Soil Surface

Maintain a minimum of 2000 pounds per acre or 60 percent residue cover on the soil surface throughout the year.

Crop stubble height during the time of expected evaporation losses shall be:

- At least 10 inches for crops with a row spacing of less than 15 inches
- At least 15 inches for crops with a row spacing of 15 inches or greater.

These stubble heights shall be present on at least 60% of the field.

Additional Criteria to Reduce Energy Use

Reduce the total energy consumption associated with field operations by at least 25% compared to the benchmark condition. Use the current approved NRCS tool for determining energy use to document energy use reductions.

Additional Criteria to Provide Food and Cover for Wildlife

Use an approved habitat evaluation procedure to determine when residue needs to be present, and the amount, orientation, and stubble height needed to provide adequate food and cover for target species.

CONSIDERATIONS

General Considerations. Removing of crop residue, such as by baling or grazing, can have a negative impact on resources. These activities should not be performed without full evaluation of impacts on soil, water, animal, plant, and air resources.

Production of adequate crop residues to achieve the purpose of this practice can be enhanced through the use of high residue crops and crop varieties, the use of cover crops, and adjustment of plant populations through seeding rates and row spacing.

When providing technical assistance to organic producers, residue management and tillage

activities should be consistent with the USDA-Agricultural Marketing Service National Organic Program standard.

Residue should not be shredded after harvest. Shredding residue makes it susceptible to movement by wind or water, and areas where residue accumulates may interfere with planting the next crop.

Using Residue Management - No Till for all crops in the rotation or cropping system can enhance the positive effects of this practice by:

- Increasing the rate of soil organic matter accumulation.
- Keeping soil in a consolidated condition, which provides additional resistance to the erosive forces of water and wind.
- Sequestering additional carbon in the soil.
- Further reducing the amount of particulate matter generated by field operations.
- Reduce energy inputs to establish crops.
- Forming root channels and other near-surface voids that increase infiltration.

Considerations for Improving Soil Organic Matter Content. Carbon loss is directly related to the volume of soil disturbed, the intensity of the disturbance and the soil moisture content and soil temperature at the time the disturbance occurs. The following guidelines can make this practice more effective:

- When deep soil disturbance is performed, such as by subsoiling or fertilizer injection, make sure the vertical slot created by these implements is closed at the surface.
- Planting with a single disk opener no-till drill will release less CO₂ and oxidize less organic matter than planting with a wide-point hoe/chisel opener seeder drill.
- Soil disturbance that occurs when soil temperatures are below 50° F will oxidize less organic matter and release less CO₂ than operations done when the soil is warmer.
- Maximizing year-round coverage of the soil with living vegetation and/or crop residues builds organic matter and reduces soil temperature, thereby slowing organic matter oxidation.

Considerations for Improving Soil Health

Quality. To achieve major improvements in soil health requires more than no-till alone. The following activities/practices are needed to make significant changes in soil health.

- Use a diverse crop rotation, incorporating multiple crop types (cool-season grass, cool-season legume/forb, warm-season grass, warm-season legume/forb) into the crop rotation.
- Plant a cover crop after every cash crop in the rotation. Multi-species cover crop mixes provide greater benefits than single-specie cover crops.

Considerations for Managing Soil Moisture and Protecting Crops from Freeze Damage.

The type, timing, and depth of soil-disturbing activities all influence moisture loss. Shallow operations (1-2 inches) or operations that do not invert the soil will reduce moisture loss compared to deeper operations or those that invert and mix the soil.

Soil-disturbing operations performed when the soil surface is moist will result in greater moisture loss than operations done when the top two to three inches of soil have dried.

Leaving stubble taller than the minimum required will increase the relative humidity close to the soil surface, which reduces the rate of evaporative loss from the soil.

Performing all field operations on the contour will slow overland flow and allow more opportunity for infiltration.

Considerations for Wildlife Food and Cover.

Leaving rows of unharvested crop standing at intervals across the field or adjacent to permanent cover will enhance the value of residues for wildlife food and cover. Leaving unharvested crop rows for two growing seasons will further enhance the value of these areas for wildlife.

Leave crop residues undisturbed after harvest (do not shred or bale) to maximize the cover and food source benefits for wildlife.

Avoid disturbing standing stubble or heavy residue during the nesting season for ground-nesting species.

PLANS AND SPECIFICATIONS

Specifications for establishment and operation of this practice shall be prepared for each field or treatment unit. The specifications shall identify, as appropriate:

- The resource concern to be treated or the purpose for applying the practice.
- Planned crop(s).
- The amount of residue produced by each crop.
- All field operations or activities that affect:
 - Residue cover
 - Residue orientation
 - Surface disturbance.
- The amount of residue (pounds/acre or percent surface cover) required to accomplish the purpose and the time of year it must be present.
- The maximum STIR value allowed to accomplish the purpose and the time of year that soil disturbance is allowed.
- The minimum SCI value required to accomplish the purpose.

Record the specifications using the Practice Implementation Requirements document.

OPERATION AND MAINTENANCE

Evaluate/measure the crop residues cover and orientation after each crop to ensure the planned amounts and orientation are being achieved. Adjust management as needed to either plan a new residue amount and orientation or adjust the planting and/or harvesting equipment.

Limited tillage is allowed to close or level ruts from harvesting equipment. No more than 25% of the field may be tilled for this purpose.

If there are areas of heavy residue accumulation (because of movement by water or wind) in the field, spread the residue prior to planting so it does not interfere with planter operation.

REFERENCES

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Renard, K.G., G.R. Foster, G.A. Weesies, D.K. McCool, and D.C. Yoder, coordinators. 1997. Predicting soil erosion by water: A guide to conservation planning with the Revised Universal Soil Loss Equation (RUSLE). USDA, Agriculture Handbook, No. 703.

Shaffer, M.J., and W.E. Larson (ed.). 1987. Tillage and surface-residue sensitive potential evaporation submodel. In NTRM, a soil-crop simulation model for nitrogen, tillage and crop residue management. USDA Conserv. Res. Rep. 34-1. USDA-ARS.

Skidmore, E.L. and N.P. Woodruff. 1968. Wind erosion forces in the United States and their use in predicting soil loss. USDA, Agriculture Handbook No. 346.

USDA, NRCS. 2011. National Agronomy Manual, 190-V, 4th ed.

TRACT MANAGEMENT PLAN

Fort Campbell Tract # 2
USDA Farm # 2404, 4116

TERM: 1 March 2021 to 30 November 2021

ACRES: 255 No-Till Crop Acres and 36.36 acres of required mowing.

LAND USE: Corn and/or milo/Soybeans Rotation (First year starting with Soybeans)

I. GENERAL REQUIREMENTS

Refer to the General Land Use Regulations attached to this Lease.

II. PROHIBITS

- A. No tobacco shall be grown or livestock permitted on this tract.
- B. Any other tillage other than No-Till/Strip-Till as defined: These systems consist of fertilizer and planting operations in narrow strips or slots that involve disturbance of less than one third of the inter row area per the USDA NRCS Standard Practice Code 329. The remaining soil and residue is undisturbed. These systems also include harvest and fertilizer and pesticide applications. Sub-soiling for compaction will be allowed on a case by case basis, with written pre-approval.
- C. No earth disturbing activity without prior written pre-approval.
- D. No rutting of fields during planting, spraying or harvesting.

III. FOODSTRIPS

Leave a 10 foot wide strip of crop planted in the designated areas; refer to the tract map for location.

IV. WILDLIFE FIELDS, GRASS AREAS, FIELD BUFFERS AND WATERWAYS

- A. The grass areas are to be mowed (2) times each year, first before May 15th and secondly in August. Notify the Ag Lease Manager each time mowing is completed where inspection can be documented.
- B. Mow a 15 foot wide buffer around the entire perimeter of each field (2) times each year, first before May 15th and secondly in August.
- C. Mow waterways each year in August. Avoid damage to conservation structures.

V. PESTICIDE REPORTS AND SOIL TESTS

Pesticide Pre-Approval Reports are due by Jan 31st of each year for non-approved pesticides. Pesticide Use Reports are due by August 31st of each year. Soil tests are due by November 30th of the 1st and 3rd years of each lease term. Lessee shall follow the recommendations from the soil tests analysis and provide documentation of application to the Ag Lease Manager.

TRACT MANAGEMENT PLAN

Fort Campbell Tract # 6
USDA Farm # 2399

TERM: 1 March 2021 to 30 November 2021

ACRES: 276 No-Till Crop Acres and 21.42 acres of required mowing.

LAND USE: Corn /Soybeans Rotation (First year starting with Corn)

I. GENERAL REQUIREMENTS

Refer to the General Land Use Regulations attached to this Lease.

II. PROHIBITS

- A. No tobacco shall be grown or livestock permitted on this tract.
- B. Any other tillage other than No-Till/Strip-Till as defined: These systems consist of fertilizer and planting operations in narrow strips or slots that involve disturbance of less than one third of the inter row area per the USDA NRCS Standard Practice Code 329. The remaining soil and residue is undisturbed. These systems also include harvest and fertilizer and pesticide applications. Sub-soiling for compaction will be allowed on a case by case basis, with written pre-approval.
- C. No earth disturbing activity without prior written pre-approval.
- D. No rutting of fields during planting, spraying or harvesting.

III. FOODSTRIPS

Leave a 10 foot wide strip of crop planted in the designated areas; refer to the tract map for location.

IV. WILDLIFE FIELDS, GRASS AREAS, FIELD BUFFERS AND WATERWAYS

- A. The grass areas are to be mowed (2) times each year, first before May 15th and secondly in August. Notify the Ag Lease Manager each time mowing is completed where inspection can be documented.
- B. Mow a 15 foot wide buffer around the entire perimeter of each field (2) times each year, first before May 15th and secondly in August.
- C. Mow waterways each year in August. Avoid damage to conservation structures.

VI. PESTICIDE REPORTS AND SOIL TESTS

Pesticide Pre-Approval Reports are due by Jan 31st of each year for non-approved pesticides. Pesticide Use Reports are due by August 31st of each year. Soil tests are due by November 30th of the 1st and 3rd years of each lease term. Lessee shall follow the recommendations from the soil tests analysis and provide documentation of application to the Ag Lease Manager.

TRACT MANAGEMENT PLAN

Fort Campbell Tract # 23
USDA Farm # 2990, 2991

TERM: 1 March 2021 to 30 November 2021
5 yr option with approval: 1 December 2021 to 30 November 2026.

ACRES: 74 Crop Acres and 19 acres of required mowing.

LAND USE: Corn/Soybeans Rotation.

I. GENERAL REQUIREMENTS

Refer to the General Land Use Regulations attached to this Lease.

II. PROHIBITS

- A. No tobacco or wheat shall be grown or livestock permitted on this tract.
- B. Any other tillage other than No-Till/Strip-Till as defined: These systems consist of fertilizer and planting operations in narrow strips or slots that involve disturbance of less than one third of the inter row area per the USDA NRCS Standard Practice Code 329. The remaining soil and residue is undisturbed. These systems also include harvest and fertilizer and pesticide applications. Sub-soiling for compaction will be allowed on a case by case basis, with written pre-approval.
- C. No earth disturbing activity without prior written pre-approval.
- D. No rutting of fields during planting, spraying or harvesting.

III. FOODSTRIPS

No food strip for the remaining of the first term. The food strip may be required for the second term. The food will be a 10 foot wide strip of crop planted in the designated areas; refer to the tract map for location.

IV. WILDLIFE FIELDS, GRASS AREAS, FIELD BUFFERS AND WATERWAYS

Refer to the map entitled Special Mowing Instructions for mowing wildlife fields and grass areas.

- A. When applicable, only the “woody vegetation” in the Wildlife Fields is to be mowed before May 15th every other year following a prescribed burn conducted by FTC personnel.
- B. The other grass areas are to be mowed (2) times each year, first before May 15th and secondly in August. Notify the Ag Lease Manager each time mowing is completed where inspection can be documented.
- C. Mow a 15 foot wide buffer around the entire perimeter of each field (2) times each year, first before May 15th and secondly in August.
- D. Mow waterways each year in August. Avoid damage to conservation structures.

V. PESTICIDE REPORTS AND SOIL TESTS

Pesticide Pre-Approval Reports are due by Jan 31st of each year for non-approved pesticides. Pesticide Use Reports are due by August 31st of each year. Soil tests are due by November 30th of the 1st and 3rd years of each lease term. Lessee shall follow the recommendations from the soil tests analysis and provide documentation of application to the Ag Lease Manager.

TRACT MANAGEMENT PLAN
Fort Campbell Tract # 20-H
USDA Farm #

TERM: 1 March 2021 to 30 November 2024

CROP ACRES: 84

LAND USE: Perennial Hay-type crops defined as Orchard grass, Timothy, Alfalfa, Lespedeza (except serecea), Clovers mixed with grasses. Also warm season Grasses native to this area can be grown. FESCUE SHALL NOT BE USED DUE TO ITS INVASIVE NATURE.

I. GENERAL REQUIREMENTS

Refer to the General Land Use Regulations attached to this Lease.

II. PROHIBITS

- A. No tobacco shall be grown.
- B. No-Tillage, apply NRCS No-Till Practice Standard 329 included in Lease. Sub-soiling for compaction will be allowed on a case by case basis, with written pre-approval.
- C. No earth disturbing activity without prior written pre-approval. This is to ensure the protection of protected resources.
- D. No rutting of fields during planting, spraying or harvesting.
- E. Leaving bare ground exposed to erosion without establishing permanent vegetative cover.
- F. Leaving farm equipment on tract when not in use.
- G. Leaving hay in field. Hay rolls or bales are to be moved immediately to outside perimeter of the field(s).
- H. Hay is not to remain on the sides of any fields in the tract longer than 2 weeks.
- I. Vegetation is not to exceed 1 foot in height after 30 November of each year.
- J. Native Grass Hay Leases shall not be harvested until 1 August.

III. WATERWAYS

Mow waterways, if applicable to the tract, each year in August. Avoid damage to conservation structures.

IV. PESTICIDE REPORTS AND SOIL TESTS

Pesticide Pre-Approval Reports are due by Jan 31st of each year for non-approved pesticides. Pesticide Use Reports are due by August 31st of each year. Soil tests are due by November 30th of the 1st and 3rd years of each lease term. Lessee shall follow the recommendations from the soil tests analysis and provide documentation of application to the Ag Lease Manager.

V. NOTIFICATION OF MOWING

Notify Ag Lease Manager each time mowing is completed where inspection can be documented.

TRACT MANAGEMENT PLAN
Fort Campbell Tract # 00-H
USDA Farm #

TERM: 1 February 2021 to 30 November 2025

5 yr option with approval: 1 December 2025 to 30 November 2030.

CROP ACRES: 199

LAND USE: Perennial Hay-type crops defined as Orchard grass, Timothy, Alfalfa, Lespedeza (except serecea), Clovers mixed with grasses. Also warm season Grasses native to this area can be grown. FESCUE SHALL NOT BE USED DUE TO ITS INVASIVE NATURE.

I. GENERAL REQUIREMENTS

Refer to the General Land Use Regulations attached to this Lease.

II. PROHIBITS

- A. No tobacco shall be grown.
- B. No-Tillage, apply NRCS No-Till Practice Standard 329 included in Lease. Sub-soiling for compaction will be allowed on a case by case basis, with written pre-approval.
- C. No earth disturbing activity without prior written pre-approval. If approved, ground disturbing activities, plowing/disking will be limited to ten (10) inches from the ground surface. This is to ensure the protection of protected resources.
- D. No rutting of fields during planting, spraying or harvesting.
- E. Leaving bare ground exposed to erosion without establishing permanent vegetative cover.
- F. Leaving farm equipment on tract when not in use.
- G. Leaving hay in field. Hay rolls or bales are to be moved immediately to outside perimeter of the field(s).
- H. Hay is not to remain on the sides of any fields in the tract longer than 2 weeks.
- I. Vegetation is not to exceed 1 foot in height after 30 November of each year.
- J. Native Grass Hay Leases shall not be harvested until 1 August.

III. WATERWAYS

Mow waterways, if applicable to the tract, each year in August. Avoid damage to conservation structures.

IV. PESTICIDE REPORTS AND SOIL TESTS

Pesticide Pre-Approval Reports are due by Jan 31st of each year for non-approved pesticides. Pesticide Use Reports are due by August 31st of each year. Soil tests are due by November 30th of the 1st and 3rd years of each lease term. Lessee shall follow the recommendations from the soil tests analysis and provide documentation of application to the Ag Lease Manager.

V. NOTIFICATION OF MOWING

Notify Ag Lease Manager each time mowing is completed where inspection can be documented.

TRACT MANAGEMENT PLAN
Fort Campbell Tract # AB-H
USDA Farm #

1 February 2021 to 30 November 2025

TERM:

5 yr option with approval: 1 December 2025 to 30 November 2030.

CROP ACRES:

230

LAND USE:

Perennial Hay-type crops defined as Orchard grass, Timothy, Alfalfa, Lespedeza (except serecea), Clovers mixed with grasses. Also warm season Grasses native to this area can be grown. FESCUE SHALL NOT BE USED DUE TO ITS INVASIVE NATURE.

I. GENERAL REQUIREMENTS

Refer to the General Land Use Regulations attached to this Lease.

II. PROHIBITS

- A. No tobacco shall be grown.
- B. No-Tillage, apply NRCS No-Till Practice Standard 329 included in Lease. Sub-soiling for compaction will be allowed on a case by case basis, with written pre-approval.
- C. No earth disturbing activity without prior written pre-approval. If approved, ground disturbing activities, plowing/disking will be limited to ten (10) inches from the ground surface. This is to ensure the protection of protected resources.
- D. No rutting of fields during planting, spraying or harvesting.
- E. Leaving bare ground exposed to erosion without establishing permanent vegetative cover.
- F. Leaving farm equipment on tract when not in use.
- G. Leaving hay in field. Hay rolls or bales are to be moved immediately to outside perimeter of the field(s).
- H. Hay is not to remain on the sides of any fields in the tract longer than 2 weeks.
- I. Vegetation is not to exceed 1 foot in height after 30 November of each year.
- J. Native Grass Hay Leases shall not be harvested until 1 August.

III. WATERWAYS

Mow waterways, if applicable to the tract, each year in August. Avoid damage to conservation structures.

IV. PESTICIDE REPORTS AND SOIL TESTS

Pesticide Pre-Approval Reports are due by Jan 31st of each year for non-approved pesticides. Pesticide Use Reports are due by August 31st of each year. Soil tests are due by November 30th of the 1st and 3rd years of each lease term. Lessee shall follow the recommendations from the soil tests analysis and provide documentation of application to the Ag Lease Manager.

V. NOTIFICATION OF MOWING

Notify Ag Lease Manager each time mowing is completed where inspection can be documented.

**DEPARTMENT OF THE ARMY LEASE
FOR AGRICULTURAL OR GRAZING PURPOSES
LOCATED ON
U.S. ARMY GARRISON FORT CAMPBELL
MONTGOMERY, TN**

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and _____; hereinafter referred to as the Lessee,

WITNESSETH:

That the Secretary, by authority of Title 10, United States Code, Section 2667, and for the consideration set forth herein, hereby leases to the Lessee the property identified as Agricultural **Tract No. _____, containing approximately _____ acres**, as shown in **Exhibit A**, attached hereto and made a part hereof, hereinafter referred to as the premises, which is the 15 foot buffer area, any inclusions, waterways and grass areas, for agricultural production purposes, with the right of ingress and egress for such purposes, subject to approval of access by said officer, and in accordance with the Land Use Regulations and Tract Management Plan, identified in **Exhibits B and C**, which is attached hereto and made a part hereof.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of **Four (4) years eleven (9) months**, beginning **March 1, 2021**, and ending **November 30, 2025**, with a five (5) year renewal option upon agreement by both parties beginning **December 1, 2025** and ending **November 30, 2030**, but revocable at will by the Secretary.

2. CONSIDERATION

a. The Lessee shall pay rental in advance of any planting operations to the United States according to the following schedule payable per annum to the order of USAED, Louisville District, and delivered to U.S. Army Engineer District, Louisville, ATTN: Finance and Accounting Officer, P.O. Box 59, Louisville, Kentucky 40201-0059.

<u>FOR THE TERM</u>	<u>AMOUNT DUE</u>	<u>DUE DATE</u>
March 1, 2021 – November 30, 2021	\$0.00	Upon signature of lease
December 1, 2021 – November 30, 2022	\$0.00	April 1, 2022
December 1, 2022 – November 30, 2023	\$0.00	April 1, 2023
December 1, 2023 – November 30, 2024	\$0.00	April 1, 2024
December 1, 2024 – November 30, 2025	\$0.00	April 1, 2025

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Renewal Option:

December 1, 2025 – November 30, 2026	\$0.00	April 1, 2026
December 1, 2026 – November 30, 2027	\$0.00	April 1, 2027
December 1, 2027 – November 30, 2028	\$0.00	April 1, 2028
December 1, 2028 – November 30, 2029	\$0.00	April 1, 2029
December 1, 2029 – November 30, 2030	\$0.00	April 1, 2030

b. Supplemental Agreements. Any deletion or addition of crop acres, the consideration will be based on the annual rent divided by the crop acres, as shown in exhibit A.

c. All rent and other payments due under the terms of this lease must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, (31 U.S.C. Section 3717). This statute requires the imposition of an interest charge for the late payment of debts owed to the United States; an administrative charge to cover the costs of processing and handling delinquent debts; and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of rent or other payments due under this lease for each 30 day period that payment is overdue. The full late charge will also be applicable to periods of less than 30 days. Interest will accrue from the due date. An administrative charge to cover the cost of processing and handling each late payment will also be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of delinquency and will continue to accrue until the debt is paid in full.

(3) All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to _____, and if to the United States, to the District Engineer, ATTN: CELRL-REM, P.O. Box 59, Louisville, Kentucky 40201-0059, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

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4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", or "said officer", shall include their duly authorized representatives. Any reference to "Lessee" shall include any sub lessees, assignees, transferees, successors and their duly authorized representatives.

5. SUPERVISION BY THE INSTALLATION COMMANDER

The use and occupation of the premises shall be subject to the general supervision and approval of the Garrison Commander, U. S. Army Garrison Fort Campbell, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The Lessee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representation or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs or additions thereto.

8. TRANSFERS AND ASSIGNMENTS

Without prior written approval of the District Engineer, the Lessee shall neither transfer nor assign this lease, nor sublet the premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this lease. Failure to comply with this condition shall constitute a noncompliance for which the lease may be revoked immediately by the District Engineer.

9. PROTECTION OF PROPERTY

The Lessee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Lessee. The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes.

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Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RENTAL ADJUSTMENT

In the event the United States revokes this lease or in any other manner materially reduces the leased area or materially affects its use by the Lessee prior to the expiration date, an equitable adjustment will be made in the rental paid or to be paid under this lease. Where the said premises are being used for farming purposes, the Lessee shall have the right to harvest, gather and remove such crops as may have been planted or grown on said premises, or the District Engineer may require the Lessee to vacate immediately and, if funds are available, compensation will be made to the Lessee for the value of the remaining crops. Any adjustment of rent or the right to harvest, gather and remove crops shall be evidenced by a written supplemental agreement, executed by the District Engineer; PROVIDED, however, that none of the provisions of this paragraph shall apply in the event of revocation because of noncompliance by the Lessee with any of the terms and conditions of this lease and in that event any remaining crops shall become property of the United States upon such revocation.

11. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents and employees to enter upon the premises at any time and for any purposes necessary or convenient in connection with government purposes; to make inspections; to remove timber or other materials, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever, to conduct military maneuvers, and/or to make any other use of the lands as may be necessary in connection with government purposes, such as recreational purposes, hunting, fishing, etc., and the Lessee shall have no claims for damages on account thereof against the United States or any officer, agent or employee thereof.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Lessee, or for damages to the property or injuries to the person of the Lessee's officers, agents or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Lessee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

13. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee and restore the premises to a condition satisfactory to said officer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the said officer may designate or as otherwise specified by the provisions of the condition on **RENTAL ADJUSTMENT**. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or the said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation or termination of this lease in restoring the premises.

14. NON-DISCRIMINATION

The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap or national origin.

15. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with the use of the premises by the Lessee.

16. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development of Federal lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the premises from activities that would interfere with the Lessees operations or would be contrary to local law.

17. TERMINATION

a. This lease may be terminated by the Lessee at any time by giving at least sixty (60) day notice thereof, in writing, to the District Engineer. In the case of such termination, no refund by the United States of any rental previously paid shall be made and payment in full of all rent becoming due during the period of notice will be required.

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In the event the effective date of termination occurs after the start of the grazing, planting or harvesting season as specified in the Land Use Regulations, any rent due for the balance of the annual term, or the rental due for the remaining term if the lease is for less than one year, shall be due and payable on or before the date of such termination.

b. The Lessor may terminate this lease by giving written notice to the Lessee for non-payment of rent. The Lessor will provide Lessee with a 30, 60 and then 90 day delinquency notice for failure to pay rent. If Lessee remains delinquent at the end of 120 days, the lease will be terminated.

c. Except as written herein 17b, the Lessor may terminate this lease by giving written notice to the Lessee for failure to comply with the lease terms, Land Use Regulations (**Exhibit B**) or Tract Management Plan (**Exhibit C**). The Lessor will provide Lessee with a 30 and 60 day non-compliance notice. If Lessee fails to correct deficiency at the end of 90 days, the lease may be terminated. In addition, Lessee will be subject to the condition on PENALTIES.

18. PROHIBITED USES

a. Certain soil conservation practices may be required by the Land Use Regulations which are identified as rental offsets. By acceptance of such offsets, the Lessee agrees that he will not accept any Federal or State cost-sharing payments or subsidies for the same soil conservation practices.

b. The Lessee shall not construct or place any structure, improvement or advertising sign or allow or permit such construction or placement without prior written approval of the District Engineer.

c. The Lessee shall not do any ground disturbing activities in or out of the leased premises without prior written approval from the District Engineer.

19. PROTECTION OF NATURAL RESOURCES

The Lessee shall use the premises in accordance with the attached Land Use Regulations and shall at all times: (a) maintain the premises in good condition and free from weeds, brush, washes, gullies and other erosion which is detrimental to the value of the premises for agricultural purposes; (b) cut no timber, conduct no mining operations, remove no sand, gravel or kindred substances from the premises; (c) commit no waste of any kind nor in any manner substantially change the contour or condition of the premises except changes required to accomplish soil and water conservation measures as may be authorized by said officer.

20. DISPUTES

a. This lease is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101 et. seq). Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved under this clause.

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b. "Claim", as used in this clause, means a written demand or written assertion by one of the lease parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of lease terms, or other relief arising under or relating to this lease.

c. A claim arising under a lease, unlike a claim relating to that lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by the following paragraph. A voucher, invoice or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to a liability or amount or is not acted upon in a reasonable time.

d. A claim by the Lessee, shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the District Engineer. For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that the claim is made in good faith, supporting data are accurate and complete to the best of the Lessee's knowledge and belief and the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

e. If the Lessee is an individual, the certification shall be executed by the individual. If the Lessee is not an individual, the certification shall be executed by a senior company official in charge at the Lessee's plant or location involved or an officer or general partner of the Lessee having overall responsibility for the conduct of the Lessee's affairs.

f. For the Lessee claims of \$100,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee certified claims over \$100,000, the District Engineer must, within 60 days, decide the claim or notify the Lessee of the date of which the decisions will be made.

g. The District Engineer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

h. The Government shall pay interest on the amount found due and unpaid from (1) the date the District Engineer receives the claim (property certified if required) or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the District Engineer receives the claim and then at the rate applicable for each 6 month period as fixed by the Treasury Secretary during the pendency of the claim.

i. The Lessee shall proceed diligently with performance of this lease, pending final resolution of any request for relief, claim, appeal or action arising under the lease and comply with any decision of the District Engineer.

21. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the premises against pollution of its air, ground and water. The Lessee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this lease. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from activities of the Lessee, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

22. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed. Grantee shall be liable for any and all damages to historical, archeological, and architectural or other cultural artifacts, relics, remains or objects of antiquity.

23. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon the premises at the beginning of or that may be constructed by the Lessee during the term of this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion with the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed in writing by the District Engineer.

24. TAXES

Any and all taxes imposed by the state or its political subdivisions upon the property or interest of the Lessee in the premises shall be promptly paid by the Lessee. If and to the extent that the property owned by the Government is later made taxable by State or local governments under an Act of Congress, the lease shall be renegotiated.

25. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, accepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

26. OFFICIALS NOT TO BENEFIT

No member of or delegate to congress or resident commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this lease is for the general benefit of such corporation or company.

27. SEVERAL LESSEES

If more than one Lessee is name in this lease, the obligations of said Lessees herein named shall be joint and several obligations.

28. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modifications of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as other conditions of this lease.

29. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the premises are concerned. The Lessee shall obtain any permit or license which may be required by Federal, state or local statute in connection with the use of the premises. It is understood that the granting of this lease does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or ill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

30. PENALTIES

a. Failure to comply with any provision or requirement contained in the Land Use Regulations (**Exhibit B**) or the Tract Management Plan (**Exhibit C**) will be considered in non-compliance with the lease. Continuing non-compliance will result in lease termination. Prior to the termination of a lease the following penalties will be imposed:

b. Failure to perform maintenance or other minimum requirements as outlined in the Land Use Regulations (**Exhibit B**) and/or the Tract Management Plan (**Exhibit C**): Estimated actual cost of the installation having to provide the service, plus an additional \$500 penalty per occurrence.

c. The tilling or planting crops on non-leased Government-owned land, and/or on the 15 foot buffer strips to be established around the perimeter of each row crop production field, as specified in each applicable Tract Management Plan (**Exhibit C**), shall be assessed a penalty. This penalty will be equal to three (3) times the per acre rental value, multiplied by the approximate non-leased/or buffer strip acreage, which will be assessed annually until the encroachment is cured.

d. Lessees harvesting rows of crop, designated in the tract management plan to be left in the field for the benefit of wildlife, shall be assessed a penalty of three (3) times the fair market value of the crop required to be left, as determined by the District Engineer

31. SPECIAL CONDITION

Lessee shall submit a list of all parties (full name) involved in working on the leased premises to the District Engineer.

LEASE NO. DACA27-1-21-____
U.S. ARMY GARRISON FORT CAMPBELL

THIS LEASE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF I have hereunto set my hand by direction of the Secretary of the Army this ____ day of _____ 20__.

VERONICA A. HIRIAMS
Real Estate Contracting Officer
Louisville District, Corps of Engineers

THIS LEASE is also executed by the Lessee this ____ day of _____, 20__.

Tax ID

Exhibits:

Exhibit A – Map(s)

Exhibit B – Land Use Regulations

Exhibit C – Tract Management Plan