



**DEPARTMENT OF THE ARMY**  
U. S. ARMY CORPS OF ENGINEERS, LOUISVILLE DISTRICT  
600 DR. MARTIN LUTHER KING JR PL  
LOUISVILLE KY 40201-0059

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# **LEASE OF GOVERNMENT LAND**

## **FOR AGRICULTURAL PURPOSES**

### **FORT CAMPBELL MILITARY RESERVATION**

### **IFB. NO. DACA27-8-26-007**

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**ADVERTISEMENT DATE:**

September 12, 2025

**OPENING OF SEALED BIDS:**

October 22, 2025

10:00 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 10:00 a.m. Central Time, on October 22, 2025. 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 October 21, 2025.** Bidders may also personally submit sealed bids to the bid opening officials no later than 10:00 am. Central Time, on October 22, 2025, Building 6645, 101st Airborne Division Road Fort Campbell, Kentucky 42223 Intersection of Lafayette Road and 101st Airborne Division Road, outside Gate 10. 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.**

<b>Bid Item</b>	<b>Tract</b>	<b>Crop Acres</b>	<b>Food Plot Acres</b>	<b>Required Mowing Acres</b>	<b>Term of Lease</b>	<b>Proposed Use</b>
1	13	119	1	8	1/1/2026 thru 11/30/2030, 5 year option, with approval: 12/1/2030-2035	Row crops in rotation
2	24	61	1	3	1/1/2026 thru 11/30/2030, 5 year option, with approval: 12/1/2030-2035.	Row crops in rotation
3	25	114	1	9.33	1/1/2026 thru 11/30/2030, 5 year option, with approval: 12/1/2030-2035	Row crops in rotation
4	28	189	2	23.5	1/1/2026 thru 11/30/2030, 5 year option, with approval: 12/1/2030-2035	Row crops in rotation
5	40	215	2	21	1/1/2026 thru 11/30/2030, 5 year option, with approval: 12/1/2030-2035	Row crops in rotation
6	AF-C	198	2	20	1/1/2026 thru 11/30/2030, 5 year option, with approval: 12/1/2030-2035	Row crops in rotation

**IFB No. DACA27-8-26-007**  
**Fort Campbell Military Reservation**

<b>Bid Item</b>	<b>Tract</b>	<b>Crop Acres</b>	<b>Food Plot Acres</b>	<b>Required Mowing Acres</b>	<b>Term of Lease</b>	<b>Proposed Use</b>
7	AF-S	39	-	4.5	1/1/2026 thru 11/30/2030, 5 year option, with approval: 12/1/2030-2035	Seed Production
8	25-H	293	-	293	1/1/2026 thru 11/30/2030, 5 year option, with approval: 12/1/2030-2035	Hay Production
9	44-H	163	-	163	1/1/2026 thru 11/30/2030, 5 year option, with approval: 12/1/2030-2035	Hay Production

- b. **Maps.** Maps of the individual tracts are attached as “**Exhibits A-1 through A-9.**”
- 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-9**” 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 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**” will be attached to the lease and made a part thereof.
- b. **Term of Leases.** The term for leases will be for four (4) years eleven (11) months, beginning January 1, 2026, and ending November 30, 2030, with a five (5) year renewal option upon agreement by both parties beginning December 1, 2030, and ending November 30, 2035, 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 1 January 2026 thru 30 November 2026. **Subsequent annual payments will be made on or before 1 April of each year before a crop is planted.**

In order to combat fraudulent checks, **Electronic Fund Transfer (EFT)** is the preferred payment method; instructions are located at the USACE office and will be furnished to successful bidders. Other payment options are certified check, cashier's check, or bank draft (Company Check), payable to the "USAED Louisville District". Payments will be submitted within ten (10) days of date of the billing, in accordance with instructions contained within the bill. Check payments will be submitted to: US Army Corps of Engineers, ATTN: CELRL-REM-Forestry, Post Office Box 100, Fort Knox, Kentucky 40121-0100. Cash WILL NOT be accepted.

d. **Performance Guarantee.** A Performance Guarantee **is not** required for the term of the lease. If the Lessee Voluntarily terminates the lease agreement, he is still liable for all items stated in the Tract Management Plan and the General Land Use Regulations. Condition 47 of the lease agreement may enforce penalties for non-performance.

e. **Soil Conservation.** See Land Use Regulations "**Exhibit B,**" Tract Management Plan "**Exhibit C-1 through C-9**" and the NRCS Soil Conservation Plan.

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 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.

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**Fort Campbell Military Reservation**

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.**

l. **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-9.**” 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.** 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-9.**”

(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; e-mail: [Martin.Q.Wilson@usace.army.mil](mailto:Martin.Q.Wilson@usace.army.mil). **One Bid Form listing all bid items in one envelope is sufficient.**

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**Fort Campbell Military Reservation**

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. 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:**

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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: 10:00 a.m. CST

DATE: October 22, 2025

INVITATION NO. DACA27-8-26-007

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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 the Building 6645, 101st Airborne Division Road Fort Campbell, Kentucky 42223 Intersection of Lafayette Road and 101st Airborne Division Road, outside Gate 10 at 9:30 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 Marty Wilson, 270-798-3656; e-mail: [Martin.Q.Wilson@usace.army.mil](mailto:Martin.Q.Wilson@usace.army.mil), OR, Barry Tucker, 502-640-3286, [Barry.S.Tucker@usace.army.mil](mailto:Barry.S.Tucker@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**

**Page 1**

**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: October 22, 2025 @ 10:00 a.m. CST**

Bid Item	Tract	Crop Acres	Food Plot Acres	Required Mowing Acres	Term of Lease	ANNUAL CASH RENT	Bid Deposit Enclosed
1	13	119	1	8	1/1/2026 thru 11/30/2030. 5 yr option with approval, 12/1/2030—11/30/2035.	\$_____	\$_____
2	24	61	1	3	1/1/2026 thru 11/30/2030. 5 yr option with approval, 12/1/2030—11/30/2035.	\$_____	\$_____
3	25	114	1	9.33	1/1/2026 thru 11/30/2030. 5 yr option with approval, 12/1/2030—11/30/2035.	\$_____	\$_____
4	28	189	2	17	1/1/2026 thru 11/30/2030. 5 yr option with approval, 12/1/2030—11/30/2035.	\$_____	\$_____
5	40	215	2	21	1/1/2026 thru 11/30/2030. 5 yr option with approval, 12/1/2030—11/30/2035.	\$_____	\$_____

**BID FORM**

**Page 2**

**FOR LEASING REAL PROPERTY OF THE UNITED STATES**  
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Bid Item	Tract	Crop Acres	Food Plot Acres	Required Mowing Acres	Term of Lease	ANNUAL CASH RENT	Bid Deposit Enclosed
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7	AF-S	39	-	4.5	1/1/2026 thru 11/30/2030. 5 yr option with approval, 12/1/2030—11/30/2035.	\$_____	\$_____
8	25-H	293	-	293	1/1/2026 thru 11/30/2030. 5 yr option with approval, 12/1/2030—11/30/2035.	\$_____	\$_____
9	44-H	163	-	163	1/1/2026 thru 11/30/2030. 5 yr option with approval, 12/1/2030—11/30/2035.	\$_____	\$_____

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:** \_\_\_\_\_

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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.

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**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.

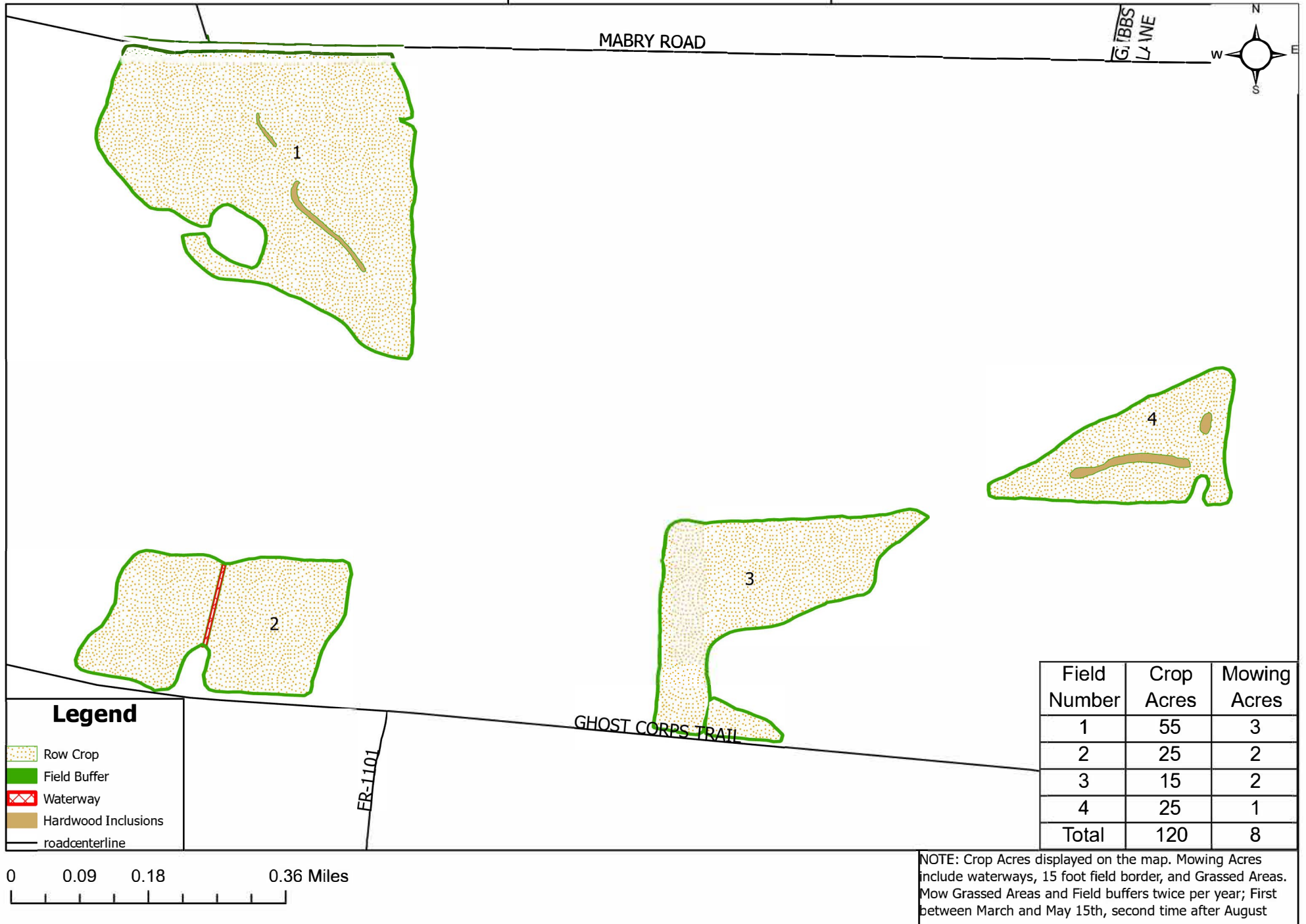
\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Date

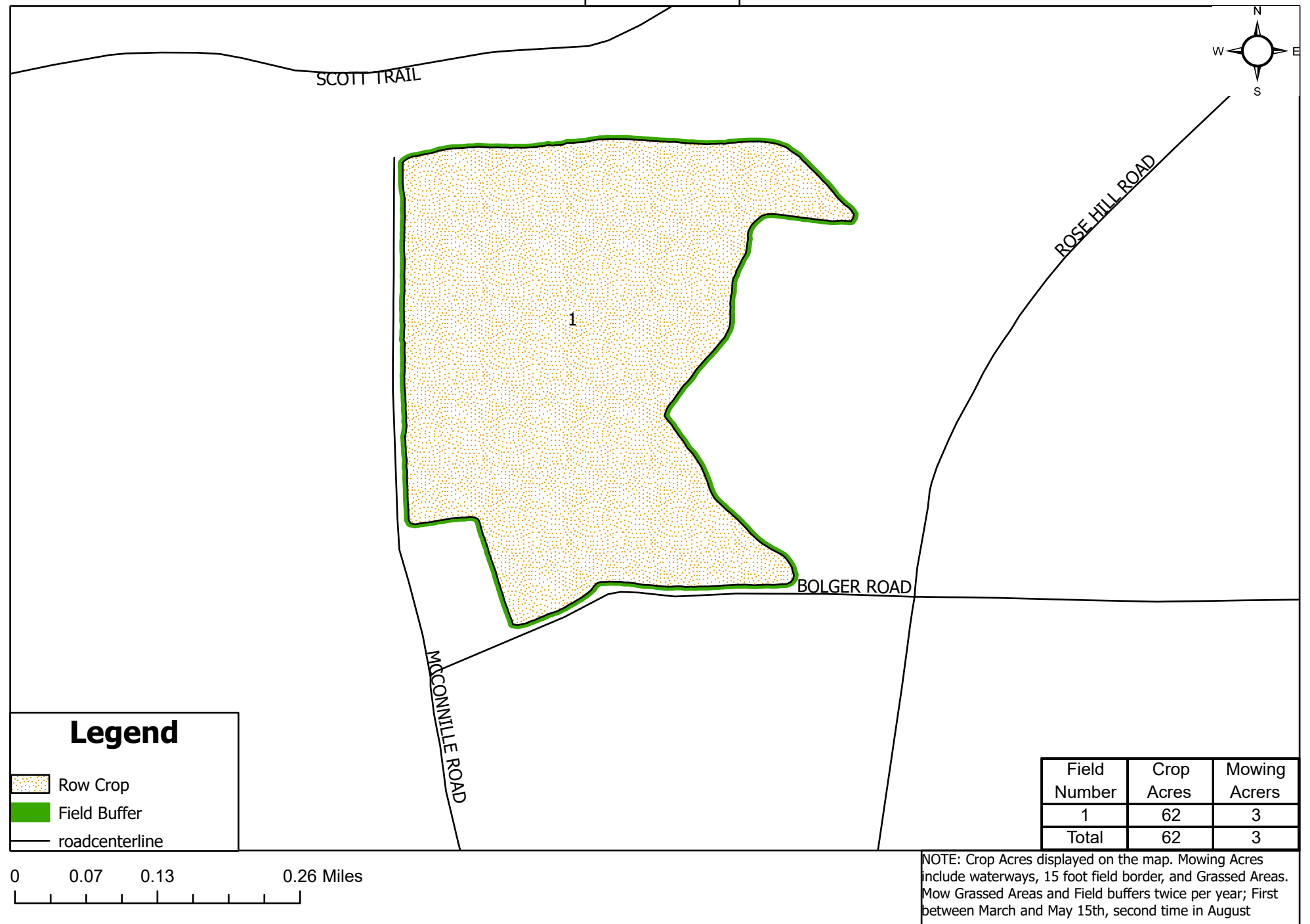
**(The Partner that signed attached instrument cannot sign Certificate)**

*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.*

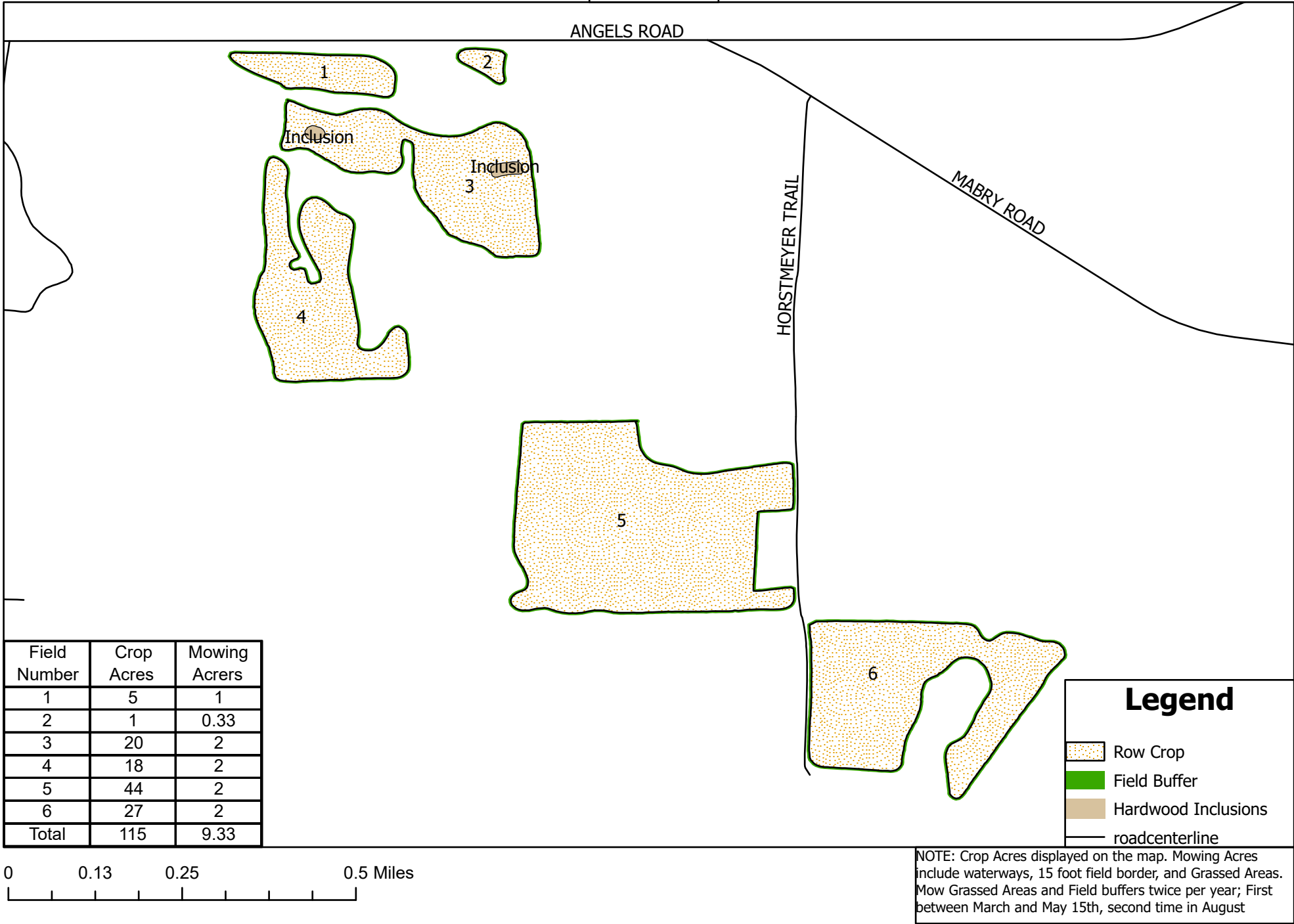
# Tract 13



# Tract 24

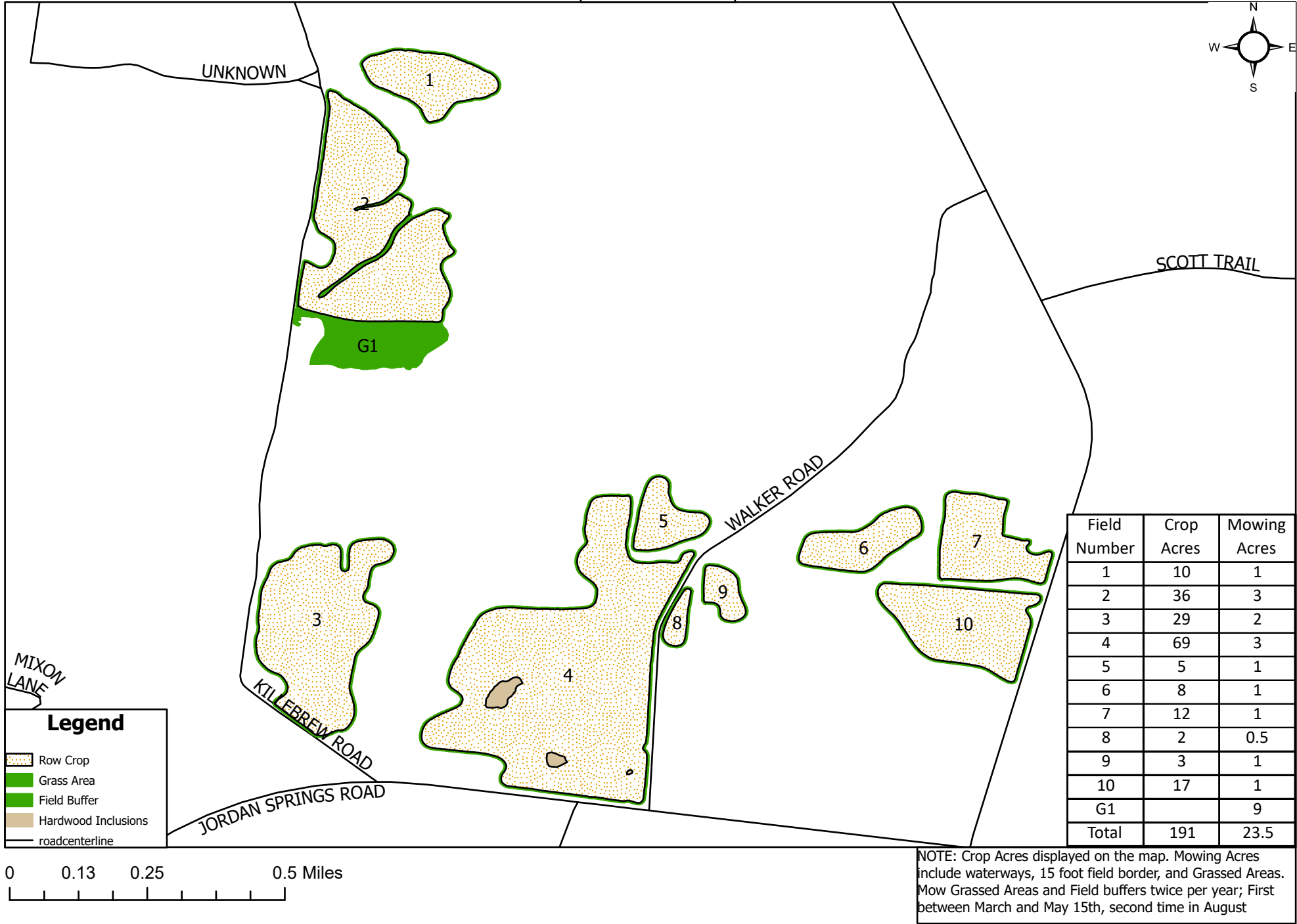


Tract 25

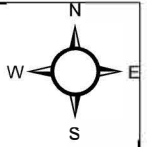




Tract 28



# Tract 40



UNKNOWN

PATTON ROAD

ARTILLERY ROAD

Field Number	Crop Acres	Mowing Acres
1	38	2
2	7	1
3	58	4
4	13	1
5	28	3
6	10	1
7	7	1
8	18	2
9	38	2
G1		4
Total	217	21

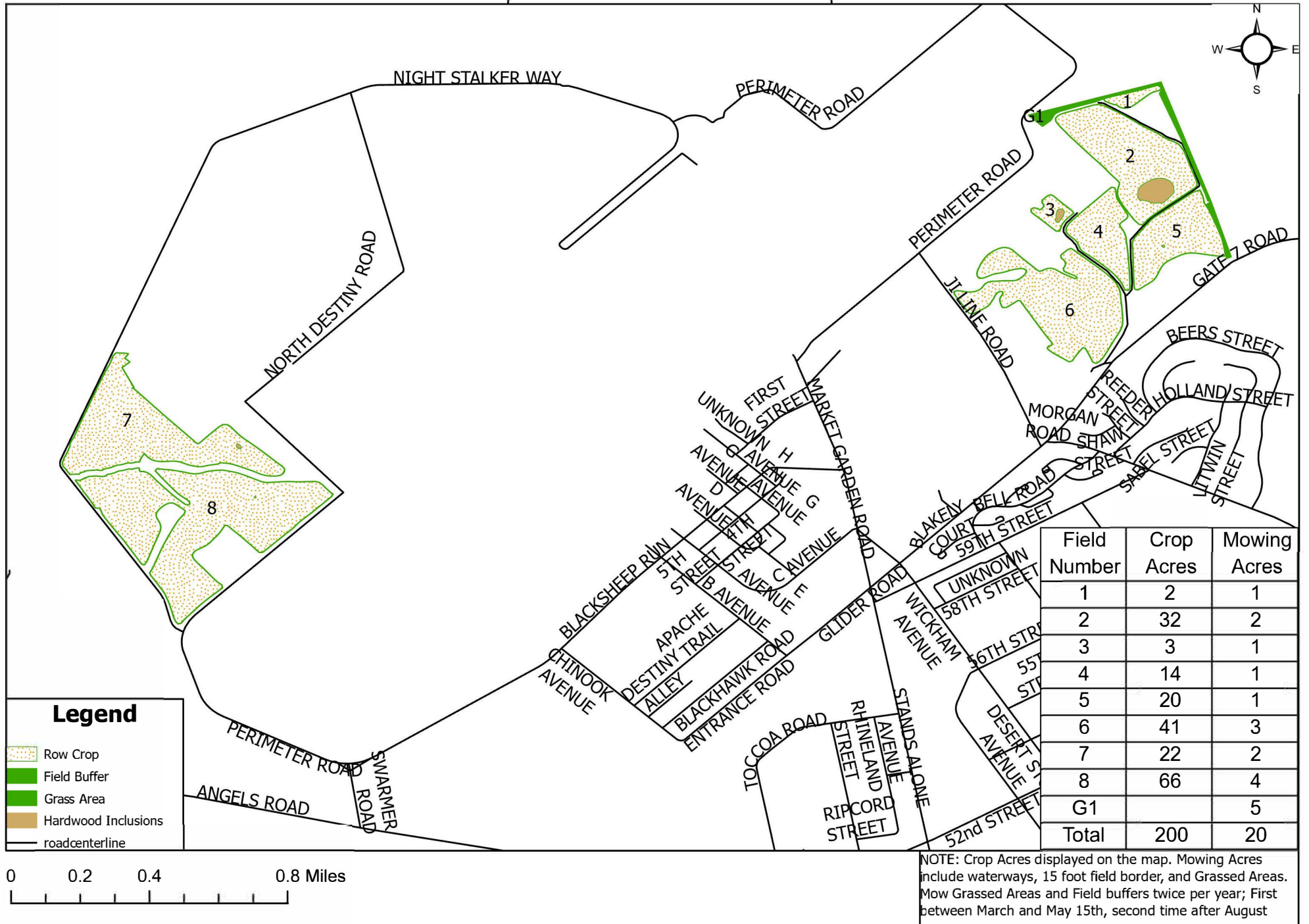
## Legend

- Row Crop
- Field Buffer
- Grass Area
- Hardwood Inclusions/ Waterways
- roadcenterline

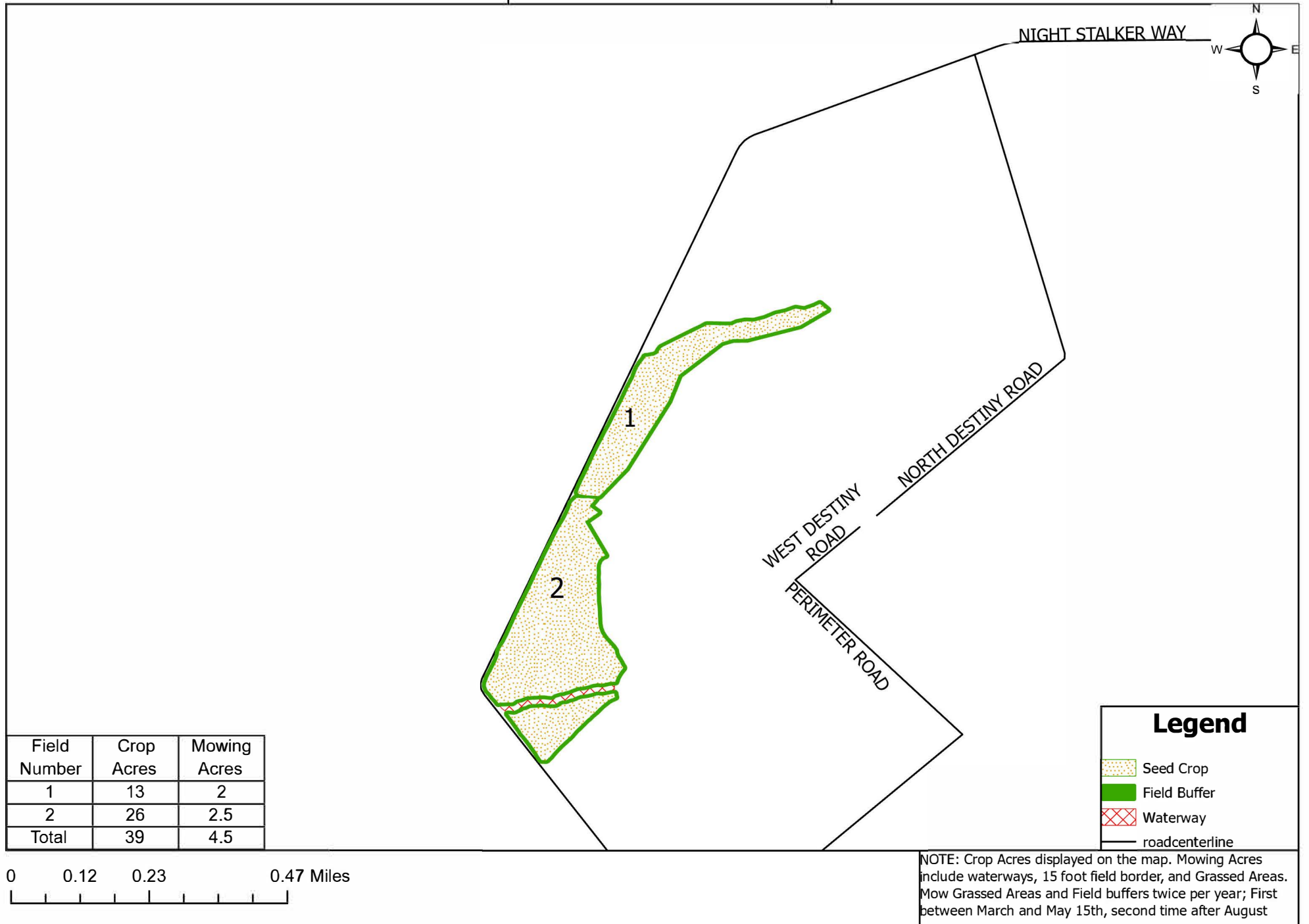
0 0.09 0.18 0.36 Miles

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 after August

# Tract AF-C

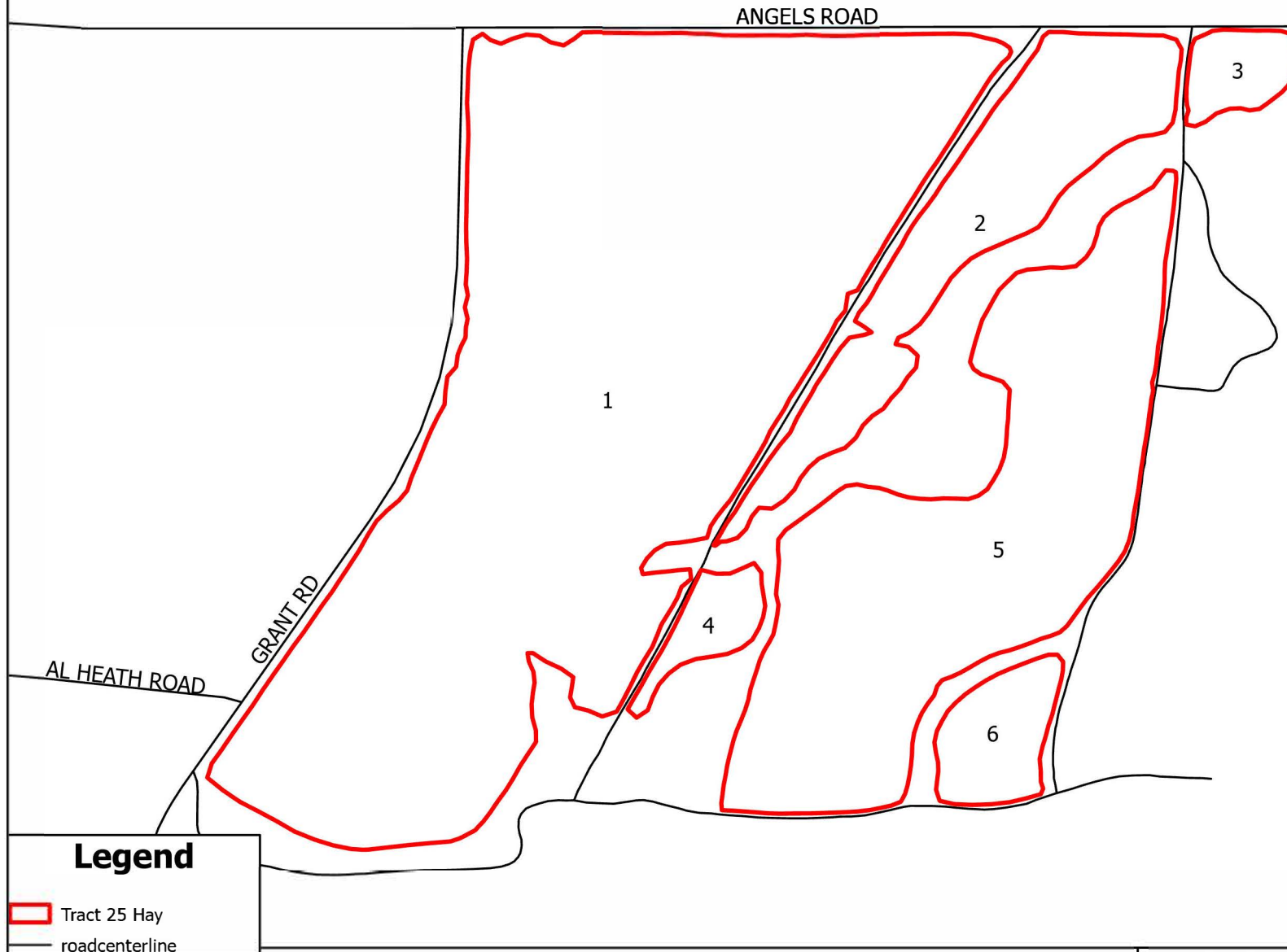
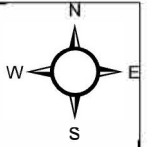


# Tract AF-Seed



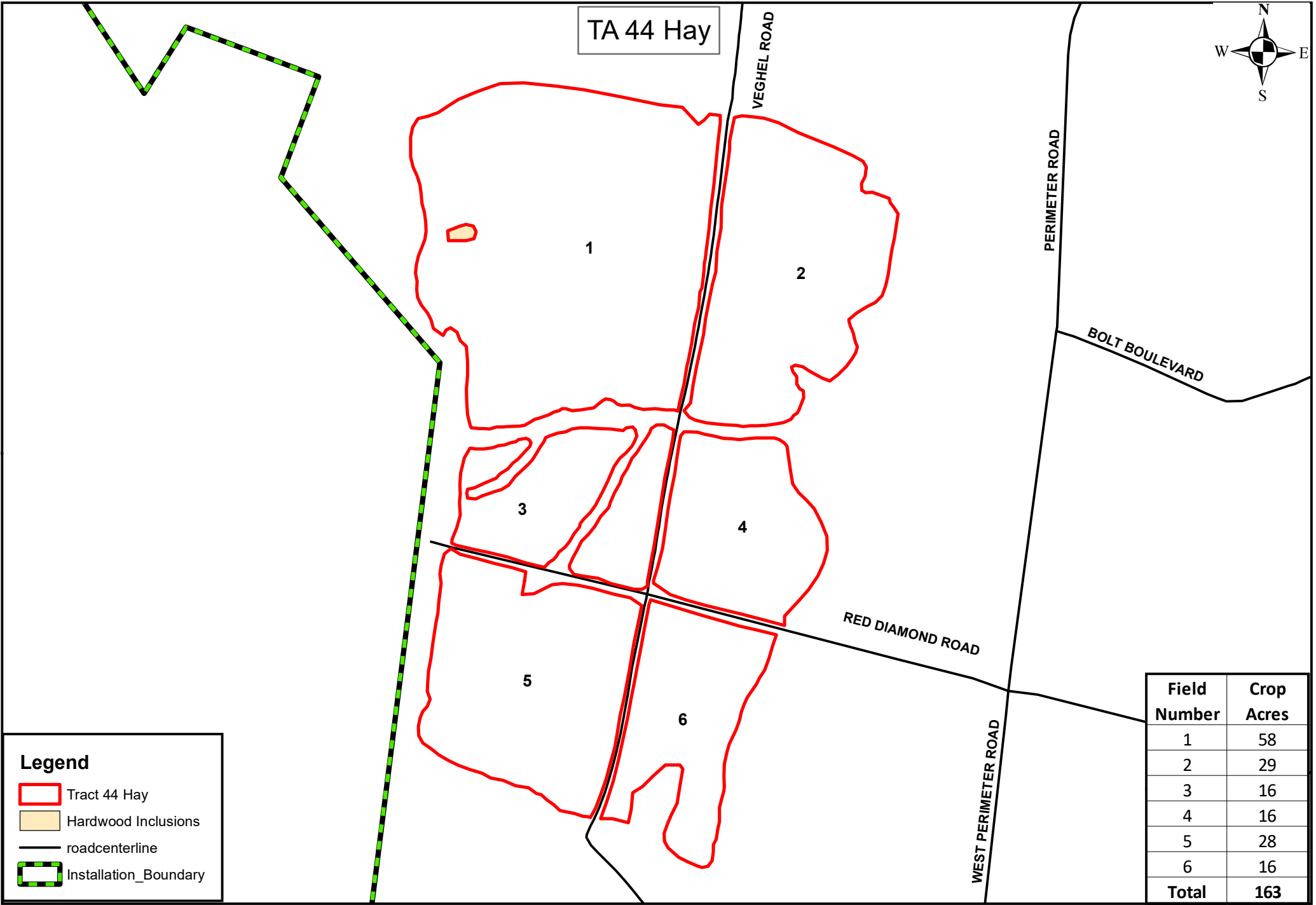


# Tract 25- Hay



Field Number	Crop Acres
1	175.5
2	29
3	5
4	4.5
5	71
6	8
Total	293

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 after August



0 500 1,000 2,000 Feet

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 after August

# **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. \*\*\*\***

**\*\*\*Report wild hog sightings, fire ants, trash, and excessive damage to crops to the Ag Lease Manager. \*\*\***

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. 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.
9. Do not approach, touch, move or disturb military ammunitions. Military munitions (ammo) are projectiles, bombs, hand grenades, and other types of ammo that the military use in training and combat. Ammo that did not work as it was supposed to work is called UXO or unexploded ordnance. Call Fire Desk to report munitions or UXO.

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. Lessees and employees will check in/out with Range Safety (Fire Desk- 270-798-3001) whenever entering/exiting the installation.
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 background check per person. All persons accessing Fort Campbell property (i.e. cantonment or rear maneuver training areas) must submit Fort Campbell Form 190-5 annually to Agricultural Outlease Manager (found at <https://home.army.mil/campbell/visitor-check-in>). This includes but not

limited to lessee, pesticide applicators, lease employees, and drivers.

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 31<sup>st</sup> of each year.
2. A copy of the applicator's license will be submitted to the Ag Lease Manager Annually before any pesticides are used on the leased property.
3. 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.
4. 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](http://www.acrecycle.org)).
5. The lessee shall report the use and non-use of all pesticides to the Ag Outlease Manager's office every month. The completed report shall be emailed to the Ag Outlease Manager. 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.

6. Those herbicides which are considered persistent or likely to result in herbicide carry over shall not be used during the last year of the lease.
7. Clear Zones: 20 feet around buildings, fences or other structures shall be mowed or sprayed to maintain vegetation at less than 12 inches in height. Maintain vegetation at less than 12 inches around Agricultural Outlease signs posted at edge of crop fields.
8. 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 50 feet of wetlands and not 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. 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 July, but no later than 25 August to account for peak grassland bird nesting activity. Cutting height should not be below 10 inches.
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, Sept 16)

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 1<sup>st</sup> and 3<sup>rd</sup> 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



**Natural Resources Conservation Service**  
**CONSERVATION PRACTICE STANDARD**  
**RESIDUE AND TILLAGE MANAGEMENT, NO TILL**

**Code 329**

**(Ac)**

**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 and excessive sediment in surface waters.
- Reduce tillage-induced particulate emissions.
- Maintain or increase soil health and organic matter content.
- Increase plant-available moisture.
- Reduce energy use.
- Provide food and escape cover for wildlife.

**CONDITIONS WHERE PRACTICE APPLIES**

This practice applies to all cropland.

**CRITERIA**

**General Criteria Applicable to All Purposes**

Residue shall not be burned.

Distribute all residues uniformly over the entire field. Removing residue from directly within the seeding or transplanting area prior to or as part of the planting operation is acceptable.

This practice only involves an in-row soil disturbance operation during strip tillage, the planting operation, and a seed row/furrow closing device. There is no full-width soil disturbance performed from the time immediately following harvest or termination of one cash crop through 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 and termination of the previous cash crop and harvest or termination of the current cash crop (includes fallow periods). The crop interval STIR value shall be no greater than 20.

**Additional Criteria to Reduce Sheet, Rill and Wind Erosion, Reduce Excessive Sediment in Surface Waters, and Reduce Tillage-Induced Particulate Emissions.**

Use the current approved water and wind erosion prediction technology to determine the if field operations planned provide the amount of randomly distributed surface residue needed, time of year 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.

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

Ensure the soil condition index (SCI) for the cropping system results in a positive rating.

**Additional Criteria to Increase Plant-Available Moisture.**

Maintain a minimum of 60 percent residue cover on the soil surface throughout the year.

**Additional Criteria to Reduce Energy Use.**

Reduce the total energy consumption associated with field operations by at least 25 percent 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 Escape 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.**

Removal 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(s) of this practice can be enhanced through the use of high residue crops and crop varieties, use of cover crops, double cropping, and adjustment of plant populations through seeding rates and row spacing.

When providing technical assistance to organic producers, ensure residue and tillage management, activities are consistent with the USDA Agricultural Marketing Service National Organic Program regulations.

Residue should not be shredded after harvest. Shredding residue makes it more 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 and improved aggregate stability.
- 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 to Increase Soil Health and Organic Matter Content**

Carbon loss is directly related to the volume of soil disturbed, intensity of the disturbance and soil moisture content and soil temperature at the time the disturbance occurs. To 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 or slot opener no-till drill will release less CO<sub>2</sub> 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 CO<sub>2</sub> than operations done when the soil is warmer.
- Maximizing year-round coverage of the soil with living vegetation (e.g., cover crops) and/or crop residues builds organic matter and reduces soil temperature, thereby slowing organic matter oxidation.
- 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. Multispecies cover crop mixes provide greater benefits than single-species cover crops.

### **Considerations to Increase Plant-Available Moisture**

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 (e.g., no shredding or baling) to maximize the cover and food source benefits for wildlife.

## **PLANS AND SPECIFICATIONS**

Specifications for establishment and operation of this practice shall be prepared for each field or treatment unit. Record the specifications using the practice implementation requirements document. The specifications shall identify, as appropriate—

- Purpose for applying the practice.
- Planned crop(s).
- Amount of residue produced by each crop.
- All field operations or activities that affect—
  - Residue orientation including height (where applicable).
  - 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.
- Planned soil tillage intensity rating STIR value, soil condition index value, and erosion rate.
- Target species of wildlife, if applicable.
- Benchmark and planned fuel consumption, if applicable.

## **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 10 percent 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.

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**Natural Resources Conservation Service**  
**CONSERVATION PRACTICE STANDARD**

**COVER CROP**

**Code 340**

**(Ac)**

**DEFINITION**

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

**PURPOSE**

This practice is applied to support general criteria and 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. (See Appendix – Table 1, Recommended Cover Crop Mixes or refer to SARE's publication:

<http://www.sare.org/Learning-Center/Books/Managing-Cover-Crops-Profitably-3rd-Edition.>)

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.

NRCS reviews and periodically updates conservation practice standards. To obtain the current version of this standard, contact your Natural Resources Conservation Service [State office](#) or visit the [Field Office Technical Guide](#).  
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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 that crop selection(s) comply with pesticide label rotational crop restrictions and that the planned management will not compromise the selected conservation purpose(s).

When grazing cover crops, the combined canopy and surface residue will be 90% or greater at all times. The cover crop should reach a minimum height of 10 inches before grazing and grazed no lower than 5 inches. An area must be provided to remove livestock from the cover crop when the cover crop is vulnerable to overgrazing or excessive trampling. The area must be a pasture or a designated sacrifice area away from sensitive areas. See the livestock feeding assessment tool in the TN Graze program to size and site the sacrifice area.

Cover crops will not be managed as a harvested crop.

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

Combined canopy and surface residue cover will be 90 percent or greater during the period of potentially erosive wind or rainfall.

### **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. Plant mixtures of legumes with grasses, crucifers, and/or other forbs. A minimum of 5 species will be planted with a total seeding rate of 100% or higher of the full rate. The full seeding rate in the mix should include (1) 10% or more of small grains and legume species components; (2) 5 to 15% brassica or crucifers (for cotton, no brassicas other than optional radish); and, (3) no more than 1.5 lbs. of brassicas are recommended in any mix. If planting after October 1, do not plant radish in the mix.

Species that will terminate by frost or heat (e.g. buckwheat) can make up to 20% of the total seeding rate for the mix.

Cover crops and the following cash crop will be planted no-till. EXCEPTION: Cash crops that have not been traditionally planted no-till (ONLY tobacco, green beans and vegetable crops) may be strip tilled at planting when meeting a STIR value of  $\leq 20$  for each crop in the rotation.

Target a C:N ratio prior to a high residue crop of 30:1 or less.

Target a C:N ratio prior to a low residue crop of 31:1 or higher.

C:N ratio effects nutrient cycling and soil residue cover. If the residue covering the soil is lacking, increase the C:N ratio by increasing the grass component and terminating the cover crop later. If residue is building up, lower C:N ratio by increasing the legume and or brassicas and terminate earlier.

Full width soil tillage is not permitted for any crop.

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. When a cover crop will be grazed or hayed, ensure that crop selection(s) comply with pesticide label rotational crop restrictions and that the planned management will not compromise the selected conservation purpose(s).

#### **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 (brassicas) 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. A mixture of fibrous roots (e.g. grass) and tap roots (e.g. radish, turnip, clover) improve soil structure.

### **CONSIDERATIONS**

Plant cover crops in a timely manner 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.

To improve fertility for the cover crop, phosphorus, potassium and lime can be applied to the cover crop for the following cash crop. Use Land Grant University's recommended nitrogen credits from the legume and reduce nitrogen applications to the subsequent crop accordingly. "Reduce N rate by 60 to 80 pounds per acre following a well-established single-species winter cover crop of crimson clover or hairy vetch that has reached early bloom stage." This will apply for all mixes that are 75% or more legume. For all others cover crop mixes, do not reduce N rate unless biomass is analyzed for N credit value.

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 and residue cover for the subsequent crop.

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.

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

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.

For nursery production, grass cover crops may be used as opposed to legumes since grass cover crops do not build up as much damping-off fungi as legume crops.

Do not plant high biomass cover on soils that are somewhat poorly drained or wetter, unless planting can be delayed allowing the cover crop to wick out moisture. High biomass cover can be planted when soil temperatures are optimum and soils are not wet. Good slot closure is important.

Do not harvest cover crops for seed other than that needed to seed the following year's cover crop.

#### **CAUTION:**

Brassicas are not recommended in a cover crop mix prior to cotton because of the sensitivity of the cotton seedlings.

Austrian winter peas can cause issues when planting cotton. A mid-morning soil temperature of 68°F at proper planting depth for three consecutive days and a favorable five-day forecast following the planting of cotton are best.

Slugs can be an issue in soybean fields when climatic conditions are cool, overcast and wet. When heavy residue is present, delay planting until growing conditions are good. Soybeans will germinate at 55 °F but ideal soil temperature is 77 °F.

#### **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**

Aerial seeding is a no-till planting method. Consider aerial seeding only during moist conditions when rain is forecasted.

Consider leaving brassicas out of the cover crop mix every other year.

For optimum soil health benefits, land managers are strongly encouraged to only graze the cover crops just prior to termination.

Rotating species in the cover crop mix can improve diversity.

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.

Allow the cover crop to reach 10" height or provide a biomass of 3000 lb. (300 lb. /ac. In.) at termination.

### **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. 3<sup>rd</sup> 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/weps/>

USDA, Natural Resources Conservation Service, National Agronomy Manual, 4<sup>th</sup> Edition, Feb. 2011.

Website: <http://directives.sc.egov.usda.gov/> Under Manuals and Title 190.

## APPENDIX

Table 1: Recommended Cover Crop Mixes

<b>COVER CROP EXAMPLE MIXES:</b>				
<b>Multiple Species Cover Crop Mix (Cool Season planted prior to Soybeans )</b>				
<b>Crop Mixes</b>	<b>Seeding Rate Lb./Ac<sup>1</sup></b>		<b>Seeding Date</b>	<b>C:N ratio in Late Vegetative State<sup>5</sup></b>
	<b>Drilled</b>	<b>Broadcast</b>		
<b>Mix 1</b>				
Cereal Rye	20	26	August 15 to October 15	31
Oats <sup>2</sup>	20	26		
Austrian Winter Peas	11	14		
Crimson Clover	4	5		
Radish	1	1		
Turnip	0.5	0.5		
or				
<b>Mix 2</b>				
Cereal Rye	20	26	August 15 to October 15	32
Wheat	15	20		
Crimson Clover	4	5		
Radish	1.5	1.5		
Hairy Vetch	4	5		
or				
<b>Mix3</b>				
Cereal Rye	28	36		35
Wheat	28	36		
Crimson Clover	4	5		
Radish	1	1		
Turnip	0.5	0.5		
<b>Multiple Species Cover Crop Mix (Cool Season drilled only after double crop soybeans or cotton and up to 20% of land in full season soybeans.)</b>				
<b>Mix 4</b>				
Cereal Rye	20	-	Drilled only up to November 1	33
Triticale	20	-		
Turnip	0.5	-		
Crimson Clover or Hairy Vetch	5	-		
Austrian Winter Peas <sup>3</sup>	13	-		
or				
<b>Mix 5</b>				
Black oats	20	-	Drilled only up to November 1	26
Barley	20	-		
Annual ryegrass <sup>4</sup>	10	-		
Crimson Clover or Hairy Vetch	5	-		
Turnip	0.5	-		
<b>Basic Cover Crop Mix (Cool Season prior to Corn or Soybeans)</b>				
<b>Mix 6</b>				
Cereal Rye	20	26	August 15 to October 15	30
Wheat	20	26		
Crimson Clover	5	7		
Austrian Winter Peas	14	18		
Radish	1	1		

<b>Basic Cover Crop Mix (Cool Season prior to Corn)</b>				
<b>Mix 7</b>				
Wheat	25	32	August 15 to October 15	25
Crimson Clover	5	7		
Austrian Winter Peas	14	18		
Hairy Vetch	5	7		
Radish	1	1		
<b>Multiple Species Cover Crop Mix (Warm Season) Double crop soybean producers could plan a warm season cover crop to achieve 3 consecutive years of cover crops. This option is available to all producers.</b>				
<b>Mix 8</b>				
Buckwheat (optional)	1	1	April 20 to July 1	21
Sunflowers (optional)	1	1		
Sudangrass	10	13		
Millet (any)	4	5		
Cowpeas	11	14		
Soybeans (optional)	11	14		
Turnips	1.5	1.5		
Sunhemp	5	7		
<b>Multiple Species Cover Crop Mix (Self-Terminating) Must be approved by local District Conservationist.</b>				
<b>Mix 9</b>				
Spring Oats	90	117	August 1 – Sept. 10	27
German Millet	20	26		
Spring Pea	15	20		
Radish	1.5	1.5		
Buckwheat	4	5		
Sunflower	2	3		

<sup>1</sup> If grazing is planned increase small grain seeding rate up to 100lb./ac.

<sup>2</sup> Black oats may be substituted for Winter Oats, although in the northern and high elevation areas black oats may freeze out in colder winters. Spring oats provide quick cover but may smother other species so rate should not be increased above 20 lb/ac.

<sup>3</sup> Austrian Winter Peas can be an issue to plant cotton into.

<sup>4</sup> Annual ryegrass, especially Italian ryegrass can be difficult to kill and if it goes to seed it could volunteer later. Best to use a variety with annual ryegrass to improve control of termination. Use a cold tolerant variety if planting late. Annual ryegrass is easier to control when it is terminated at 10". Only recommended for producers with experience controlling it. Not recommended if you plan to grow wheat in the future.

<sup>5</sup> The Carbon: Nitrogen (C:N) ratio is recommended to be 30:1 or higher prior to low residue crops and below 30:1 prior to high residue crops.

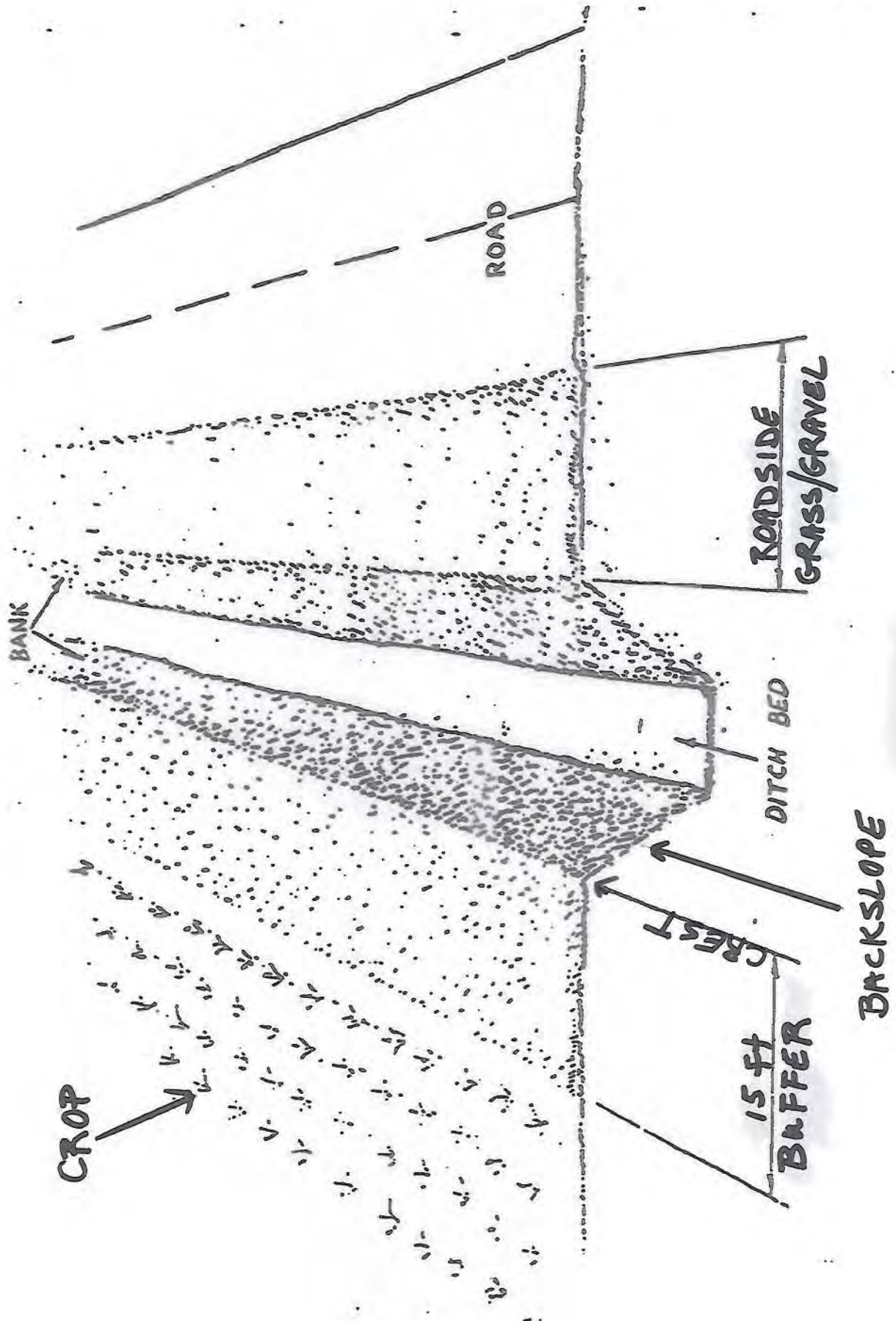
- All mixes are only examples of mixes that can be used. Other mixes can be approved for use.
- Buckwheat and sunflower at a 1 lb/ac rate can be added to any mix as long as it is 30 or more days till the date of the average killing frost. These would add to diversity but at this rate they would not count as one of the five species in a mix
- Seed needs to meet the state seed law. It can be variety not stated (VNS), a Variety, certified seed or seed harvested from the producer's farm. Ideal is to be a Variety due to uniformity, Branded seed can be VNS seed.
- Seeding rate can be increased on all species but be aware that early production species can shade and reduce the stand of slower growing species. E.g. radish and or turnip could reduce the stand of other species.
- Some producers have reported a corn yield drag after cereal rye. If it is a concern other small grains can be substituted. Most likely the issue is too much carbon in mixture causing a higher C:N ratio.
- Recommend not using brassicas preceding cotton and caution using Austrian winter peas prior to cotton.
- Brassicas are heavy feeders and caution needs to be taken when using them. Maintain good fertility for the following crop.
- Mixes can be developed using the "smart mix 5\_20\_17 KB slim version.xlsx" calculator. No more than 1.5 lb. of brassicas is typically recommended in a mixture. Turnip and more so rape (canola) can be difficult to kill.
- Mixes can be developed using the "smart mix 5\_20\_17 KB slim version.xlsx" calculator. No more than 1.5 lb. of brassicas is typically recommended in a mixture. Turnip and more so rape (canola) can be difficult to kill.

- Cover crop species that have worked well in suppressing herbicide resistant weeds such as palmer amaranth and horseweed (maretail) are cereal rye, annual ryegrass, rape and black oats. Sorghums, warm season annuals are also reported to have some allelopathic nature.
- Legumes are typically coated and pre-inoculated if not order fresh inoculant and inoculate seed at seeding.

Full Rates of Single Species (not a complete list)					
Plant Species	Peak Bloom Period	Seeding Rate lb./Ac		Seeding Date	Note
		Drilled	Broadcast		
Barley (CSA)	May	90	112	Aug. 15 to Nov. 1	Can be planted later than most cereals
Buckwheat (WSA)	21 days after planting	35	42	June 1 to Aug. 15	Quick warm season cover, can be added as 1 lb/ac to any mix between the last frost and 30 days prior to the first frost
Clover, Crimson (CSA) (ss)	Late April or May	17	21	Aug. 15 to Oct. 15 Feb. 20 to Ap. 1	Tap root, late spring growth
Clover, Berseem (CSA) (ss)	June	11	14	Feb. 20 to Ap. 1	
Clover, Red (CSP) (ss)	July	8	10	Aug. 15 to Oct. 15 Feb. 20 to Ap. 1	
Cowpea	July	56	70	May 20 to June 20	High N producer
Millet, Browntop (WSA)	August	17	21	May 1 to July 1	Quick cover
Oats (CSA)	May	100	140	Sept. 1 to Oct. 1 Feb. 20 to Ap. 1	Spring oats can give quick cover in the fall but will winter kill and may smother other species. Black oats, not as cold tolerant as winter oats but may help weed control.
Phacelia	6 wks. after germ.	15	20	May 1 to June 20	Good for beneficial organisms
Radish, forage (CSA)	-	8	10	Aug. 15 to Oct. 15 Feb. 20 to Ap. 1	May freeze out. 1.5 lb/ac is enough in a mix
Rye, cereal (CSA)	May	90	112	Aug. 15 to Nov. 1	Highest biomass, most cold tolerant, may increase weed control. Tolerant of somewhat poorly drained soils
Ryegrass, annual	June	20	30	Aug. 15 to Oct. 15 Feb. 20 to Ap. 1	Can be invasive particularly in wheat. Deep rooted and tolerant of poorly drained soils
Sudangrass (WSA)	July	28	35	May 1 to June 20	Deep strong roots, can help in weed control
Sunflower (WSA)	July-Aug.	9	11	April 15 to May 15	Can be added as 1 lb/ac in a mix as late as 40 days prior to first frost
Sunhemp (WSA)	-	20	25	May 1 to July 20	Need 60 days minimum growth, N producer
Sweet clover (CSB)	July	13	17	Aug. 15 to Oct. 15 Feb. 20 to Ap. 1	Could be added as 1 lb/ac in a mix
Turnips (CSA)	-	3	4	Aug. 15 to Oct. 15 Feb. 20 to Ap. 1	No more than 1.5 lb/ac in a mix
Vetch, hairy (CSA)	May	22	28	Aug. 15 to Oct. 15 Feb. 20 to Ap. 1	Can be invasive particularly in wheat, tolerant of low fertility and somewhat poorly drained soils
Wheat (CSA)	June	90	112	Aug. 15 to Oct. 15 Feb. 20 to Ap. 1	Low cost, reduced vigor following sorghums
Winter Peas, Austrian	May	40	50	Aug. 15 to Oct. 15 Feb. 20 to Ap. 1	Somewhat slow to establish, produce a lot of biomass in spring

Note: CSA = Cool Season Annual, CSP= Cool Season Perennial, WSA= Warm Season Annual, ss = subsoiler crop or tap rooted, Ideal seeding depth is 8x the width of the seed. Typically in mixed species seeding depth should be 0.50" to 0.75".

# Example of Roadside Buffer





# FY24 PESTICIDE USE LIST

**Installation, State/Country: Fort Campbell, KY & TN, USA**

**IPMC Name/Email: Jonathan Mills/ Jonathan.t.mills2.civ@army.mil**

**Reviewed and Approved as of:**

**PMC Reviewer: William B. Miller, Ph.D.,telework 210-793-7893; 210-466-1302; william.b.miller54.civ@army.mil**

<b>Pesticide Trade Name</b>	<b>Registration No. (US EPA or Host Nation)</b>	<b>Active Ingredient(s)</b>
Weather Blok XT	100-1055	Brodifacoum
Lamcap	100-1112	Lambda-Cyhalothrin
Explorer	100-1131	Mesotrione
Sequence	100-1185	Glyphosate, S-metolachlor
Optigard Ant Gel Bait	100-1260	Thimethoxam
Prefix	100-1268	S-metolachlor, Sodium Salt of Foresafen
Halex GT	100-1282	S-metolachlor, Glyphosate, N-glycine
Iamcap II	100-1295	Lambda-Cyhalothrin
Province II	100-1295-55467	Lambda-Cyhalothrin
Quadris Top	100-1313	Azoxystrobin/Difenconazole
Daconil Action	100-1364	Chlorothalonil, Acibenzolar-s-methyl
Gramoxone SL	100-1431	Paraquat Dichloride
Advion Fire Ant Bait	100-1481	Indoxacarb
Advion Cockroach Gel Bait	100-1484	Indoxacarb
Adivon Roach Arena	100-1486	Indoxacarb
Advion Ant Gel	100-1498	Indoxacarb
Heritage Action	100-1550	Azoxystrobin/Acibenzolar-s-methyl
Miravis Top	100-1602	Difenconazole/Pydiflumetofen
Trivapro	100-1613	Azoxystrobin/propicanazole/Benzovindiflupyr
Miravis Ace	100-1645	Pydiflumetofen, Priopiconazole
Subdue Maxx	100-796	Metalaxyl-M
Palisade EC	100-949	Trinexapec-ethyl
Nyguard IGR Concentrate	1021-1603	Pyriproxyfen
Riptide	1021-1785	Pyrethrin / Piperonyl butoxide
Onslaught	1021-1815	Esfenvalerate
Vendetta	102-1828	Abamectin B1
Duet (Adulticide)	1021-1795-8329	Prallethrin / Sumithrin / Piperonyl Butoxide
Beadlam Plus	1021-2569	MGK-264, Phenothrin, Imidaclopid
Onslaught Fastcap	1021-2574	Esfenvalerate, Piperonyl Butoxide, Prallethrin
Crossfire Aerosol	1021-2788	Clothianidin, PBO, Methfluthrin
Sumari Ant Gel Bait	1021-2809	Clothianidin
Contrac All-Weather Blox	12455-79	Bromadiolone

Final All-Weather Blox	12455-89	Brodifacoum
Contract Soft Bait	12455-146	Bromadiolone
2,4-D Amine 4	1381-103	Dimethylamine Salt of 2,4-Dichlorophenoxyacetic acid
Shredder LV6	1381-250	2-ethylhexyl ester of 2,4-dichlorophenoxyacetic acid
TENKOX LO-VOL 4	228-139-55467	2-exthylhexyl ester of 2,4-dichloropneoxyacetic acid
Weedone 2,4-D L.V. 4 Ester	228-139-71368	2,4-D
Razor Pro	228-366	Glyphosate
Polaris	228-534	Imazapyr, isopropylamine salt
Polaris AC Complete	228-570	Imazapyr, isopropylamine salt
Diquat SPC 2L	228-675	Diquat Dibromide
Arsenal	241-346	Imazapyr, isopropylamine salt
Plateau	241-365	Imazapic-ammonium
Raptor	241-379	Imazamox
Beyond	241-441	Imazamox
Liberty 280 SL	264-829	Glufosinate-ammonium
Balance Flexx	264-1067	Isoxaflutole
Amine 400 2,4-D Weed Killer	2217-2	Dimethylamine salt of 2,4-dichloropenoxyacetic acid
TRIMEC Lawn Weed Killer	2217-539-33955	2, 4-D dimethylamine salt, Mecoprop-P dimethylamine salt, Dicamba, dimethylamine salt.
TRIMEC	2217-656	Dimethylamine salt of 2,4-dichlorophenoxyacetic acid, Dimethylamine salt of (+)-@-2-(2 methyl-4-chloropenoxy)propionic acid, Dimethylamine salt of dicamba: 3,6-dichloro-oanisic acid
Barrier	2217-924	Imazapyr, isopropylamine salt and Glyphosate
Brush Killer for Hard-to-kill Brush	2217-952	Triclopyr BEE butoxyethyl ester, 2,4,D 2-ethylhexyl ester, dicamba acid
LV Max Fast-Acting Weed Killer	2217-1051	Carfentrazone-ethyl, 2,4-D elthylhexyl ester
Gentrol IGR	2724-351	Hydroprene
Altosid XR	2724-421	S-Methoprene (Dry Weight Basis)
Gentrol Point Cource Roach Control Device	2724-469	Hydroprene
Gentrol Aerosol	2724-484	Hydroprene
Talstar P Professional Insecticide	279-3206	Bifenthrin
CB-80	279-3393	Pyrethrins
D Force	279-9554	Deltametrin
Intensity One	34704-976	Clethodim
Strut	34704-1043	Dicamba, diglycolamine salt
Mec Amine-D	34704-239	Dicamba, 2,4-D, Mecoprop-P
Makaze	34704-890	Glyphosate
Canopy	352-444	Metribuzin, Chlorimuron Ethyl

Harmony Extra SG	352-714	Thifenseulfuron, tribenuron
Viewpoint	352-847	Aminocyclopyrachlor / Metsulfuron Methyl / Imazapyr
Leadoff	352-853	Rimsulfuron, Thifensulfuron-methyl
Steri-fab	397-13	3-phenoxybenzyl D-Cis Trans **2.2-Dimethyl-3 Ciclopropanecarboxylate, Isopropyl Alcohol, Didecyl Dimethyl ammonium Chloride, N-Alkyle, Dimethyl Benzyl Ammonium Chloride
Resist	352-444-55467	Metribuzin/Chlorimuron
Pro-cide Insect Killer	3862-133-11861	Permethrin
Aero Assault II	3862-133-13103	Permethrin
Target 6 Plus	42519-3	MSMA
Gly Star Plus	42750-61	Isopropylamine Salt of Glyphosate
Thundermaster	42750-147	Imazethapyr, Glyphosate
LO-VOL 6 (2,4-D)	42750-20-55467	2-rthylhexyl ester of 2,4-dichlorophenoxyacetic acid
Krenite S	42750-247	Ammonium salt of fosamine
Dicamba DMA	42750-40	Dicamba
Picloram K	42750-81-81927	Picloram
Topchoice Insecticide	432-1217	Fipronil
Maxforce FC Select Roach Killer Bait Gel	432-1259	Fipronil
Tempo SC Ultra	432-1363	B-Cyfluthrin
MaxForce Fly Bait	432-1375	Imidacloprid.5% cis-9-Tricosene .1%
Maxforce FC Magnum	432-1460	Fipronil
Suspend Polyzone	432-1514	Deltamethrin
Esplanade 200 SC	432-1516	Indaziflam
Escort XP	432-1549	Metsulfuron Methyl
Oust XP	432-1552	Sulfometuron -methyl
Method 240SL	432-1565	Potassium Salt of Aminocyclopyrachlor
Scourge	432-716	Resmethrin / Piperonyl Butoxide
DeltaDust Insecticide	432-772	Deltamethrin
Sling Blade	44446-61-70662	2,4 Dichlorophenoxyacetic Bromacil
Precore 2000T	2724-490	MGK-264, Esfenvalerate, Prallethrin
Phenalize (citrus)	44446-67-70552	Ethyl alcohol, 4-tert-Amyphenol, o-Phenylphenol
PT 565 Plus XLO Contact Insecticide	499-290	MGK-264, PBO, Pyrethrins
Avert Dry Flowable Cockroach Bait Formula 1	499-294	Abamectin
Cy-Kick cs	499-304	Cyfluthrin
Advance 375A Select Granular Ant Bait	499-370	Abamectin*b1
PT Ultracide	499-404	MGK-264, Pyrethrins, Permethrin, Pyriproxyfen
Tri Die Silica and Pyrethrum Dust	499-429	PBO, Pyrethrins, Silica
PT Pro Control	499-462	PBO, Pyrethrins, Cyfluthrin

Cy-kick	499-470	Cyfluthrin
PT 221L Residual Insecticide	499-473	Lambda-Cyhalothrin
ULD BP-300 Contact Insecticide II	499-522	Pyrethrins: Piperonyl Butoxide
P.T. Alphine	499-531	Dinotefuran
PT Microcare Pressurized Capsule Suspension	499-539	Pyrethrins: Piperonyl Butoxide Technical
PT Alpine Flea Insecticide with IGR	499-540	Dinotefuran: Pyriproxyfen: Prallethrin
PT Phantom II Pressurized Insecticide	499-548	Chlorfenapyr
PT Wasp Freeze II Wasp And Hornet Insecticide	499-550	Prallethrin
Trelona Compressed Termite Bait	499-557	Novaluron
Alpine WSG	499-561	Dinotefuran
Termidor Foam	499-563	Fipronil
Round Up Custom	524-343	Glyphosate, ISA
Roundup Pro	524-475	Glyphosate
Ranger Pro	524-517	Glyphosate, ISA
Roundup quikPRO	524-535	Diquat Dibromide, Glyphosate
Roundup P Max II	524-537	Glyphosate, N-glycine, in the form of its potassium salt
Cyzmic CS Controlled Release Insecticide	53883-261	Lambda-Cyhalothrin
Eraser A/P	53883-266	Glyphosate,
Taurus SC	53883-279	Fipronil
Oxidiazon SC	53883-364	Oxidiazon
Quali-Pro Ipro 2	53883-380	Iprodione
Proplant	55260-9	Propamocarb Hydrochloride
Buccaneer 5 Extra	55467-15	Glyphosate
Dr. T Snakeaway	58630-1	Sulphur/Naphthalene
Outrider	59639-223	Sulfosulfuron
Crossbow	62719-260	BTE 2,4-D, BTE Triclopyr
Milestone	62719-519	Triisopropanolammonium salt of carboxylic acid
Garlon 4 Ultra	62719-527	Triclopyr acetic acid butoxyethyl ester
Durango DMA	62719-556	Glyphosate
Pasturguard HL	62719-637	Triclopyr and Fluroxpyr
Quelex	62719-661	Halauxifen-methyl, kantor
Vastalan	62719-687	Triclopyr choline salt
TerraVue	62719-738	Aminopyralid, Florpyrauxifen-benzyl
Timbor Professional	64405-8	Disodium Octaborate Tetrahydrate
Nibor-D+IGR	64405-37	Disodium Octaborate Tetrahydrate 5% cis-9-Tricosene .1%
ExciteR	655-798	Pyrethrins: Piperonyl Butoxide, Technical

Pramitol 25e	66222-22	Prometon
Pramitol 5PS	66222-23	Boric Acid, sodium salt, prometon, sodium chlorate
Bifin Golf and Nursery	66222-192	Bifenthrin
Karmex DF	66222-51	Diuron 3-(3,4-dichlorophenyl)-1,1-
Prodiamine 65 WDG	66222-89	Prodiamine
Interline	70506-310	Glufosinate-ammonium
Weeder 64	71368-1	2,4 Dichlorophenoxyacetic acid, dimethylamine salt
Credit 41 Extra	71368-20	Glyphosate N-(phosphonomethyl) glycine, in the form of its isopropylamine salt
Cimexa Insecticide Dust	73079-12	Silicon Dioxide as Amorphous Silica
InTice Granular Bait	73079-2	Orthoboric Acid
Imazapyr 2 SL	74477-4	Isopropylamine Salt of Imazapyr
Cornerstone Plus	74530-43-1381	Glyphosate Isopropylamine Salt
Termidor SC Termiticide / Insecticide	7969-210	Fipronil
Status	7969-242	Dicamba, Diflufenzopyr-sodium
Sharpen	7969-278	Saflufenacil
Verdict	7969-279	Saflufencil and dimethenamid-p
Headline Amp	7969-291	Metcanazole/Pyraclostrobin
Priaxor	7969-311	Pyraclostrobin
Engenia	7969-345	Dicamba
Zidua Pro	7969-365	Imazethapyr, Saflufenacil, Pyrazasulfone
Zidua SC	7969-374	Pyrazasulfone
Post Plus	7969-88	Sethoxydim
Triclipyer 4	81927-11	Triclopyr Bee
Imazapyr 4 SL	81927-24	Isopropylamine salt of Imazapyr
Mojave 70 EG	81927-25	Imazapyr, Diuron
Diquat	81927-35	Diquate Diomide
2,4-D Amine	81927-38	Dimethylamine salt of 2,4-dichlorophenoxyacetic acid
Tebuthiorn 20P	81927-41	Tebuthiorn
SFM Extra	81927-5	Sulfometuron Methyl
Glyphosate 5.4	81927-8	Glyphosate
Glyphosate 4 Plus	81927-9	Glyphosate
Cleas 2 EC	83222-30	Clethodim
Diquash TM	83529-12	Diquat Dibromide
RM43 Total Vegetation Control	84009-3	Glyphosate, isopropylamine salt, imazapyr, isopropylamine salt
Eraser Foam	87093-3-53883	Glyphosate
Propicon 3.6EC	87290-7	Priopiconazole
Tebuconazol Select	89442-1	Tebuconazol
Tm 4.5	89442-14	Thiophanate-methyl

Azoxypyr Prime	89442-32	Azoxystrobin, Priopiconazole
Fosal Select	89442-8	Aluminum tris
Chlorthionil 720	89442-9	Chlorthionil
Spectre 2SC	91234-245-53883	Chlorfenapyr
Andersons 0-0-20 w/dithiopyr	9198-121	Dithiopyr

TRACT MANAGEMENT PLAN  
Fort Campbell Tract 13  
USDA Farm # 4226

TERM: 1 January 2026 to 30 November 2030  
5-year option 1 December 2030 to 30 November 2035

ACRES: 120 crop acres, 1 food plot acre, 8 required mowing acres

LAND USE: Corn/Soybeans Rotation or Native Seed Production. Cover Crops required. Native Seed Production plantings within this tract are permitted to include any forb or grass species native to the state of Kentucky or Tennessee, provided they are not identified as noxious weeds by the respective state Department of Agriculture

I. GENERAL REQUIREMENTS

Refer to the General Land Use Regulations attached to this Lease. Apply NRCS No-Till Practice Standard 329 included in Lease. Cover crops required. Permitted cover crops include wheat, cereal rye, oats, crimson clover, millet, buckwheat, oilseed/tillage radish; or any native mustard, native clover, native pollinator mix, or native grass; or those specified by your local NRCS office. All other cover crops must be submitted in writing for preapproval.

II. PROHIBITS

- A. No tobacco shall be grown.
- B. Conventional tillage prohibited, apply NRCS No-Till Practice Standard 329 included in Lease. Sub-soiling for compaction or disking 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. No leaving bare ground exposed to erosion without establishing permanent vegetative cover.
- F. No leaving farm equipment on tract when not in use.

III. FOODSTRIPS

Leave 2.5 acres standing for food plot. Location at lessee's discretion but must coordinate with Ag Lease Manager on food plot location prior to harvest.

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

- A. Grass areas are to be mowed (2) times each year, first before May 15th and secondly after August 31st. 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 15st and secondly after August 31st.
- C. Mow waterways each year in August. Avoid damage to conservation structures.
- D. Maintain agricultural outlease signs. Clear vegetation around sign posts and report any damage to signs.

V. PESTICIDE REPORTS AND SOIL TESTS

Pesticide Pre-Approval Requests are due 1 October each year for non-approved pesticides. Pesticide Use Reports shall be emailed monthly to Ag Lease Manager. 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 24  
USDA Farm # 3650

TERM: 1 January 2026 to 30 November 2030  
5-year option 1 December 2030 to 30 November 2035

ACRES: 62 crop acres, 1 food plot acre, 3 required mowing acres

LAND USE: Corn/Soybeans Rotation or Native Seed Production. Cover Crops required. Native Seed Production plantings within this tract are permitted to include any forb or grass species native to the state of Kentucky or Tennessee, provided they are not identified as noxious weeds by the respective state Department of Agriculture

GENERAL REQUIREMENTS

Refer to the General Land Use Regulations attached to this Lease. Apply NRCS No-Till Practice Standard 329 included in Lease. Cover crops required. Permitted cover crops include wheat, cereal rye, oats, crimson clover, millet, buckwheat, oilseed/tillage radish; or any native mustard, native clover, native pollinator mix, or native grass; or those specified by your local NRCS office. All other cover crops must be submitted in writing for preapproval.

PROHIBITS

- A. No tobacco shall be grown.
- B. Conventional tillage prohibited, apply NRCS No-Till Practice Standard 329 included in Lease. Sub-soiling for compaction or disking 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. No leaving bare ground exposed to erosion without establishing permanent vegetative cover.
- F. No leaving farm equipment on tract when not in use.

III. FOODSTRIPS

Leave 2.5 acres standing for food plot. Location at lessee's discretion but must coordinate with Ag Lease Manager on food plot location prior to harvest.

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

- A. Grass areas are to be mowed (2) times each year, first before May 15th and secondly after August 31st. 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 15st and secondly after August 31st.
- C. Mow waterways each year in August. Avoid damage to conservation structures.
- D. Maintain agricultural outlease signs. Clear vegetation around sign posts and report any damage to signs.

V. PESTICIDE REPORTS AND SOIL TESTS

Pesticide Pre-Approval Requests are due 1 October each year for non-approved pesticides. Pesticide Use Reports shall be emailed monthly to Ag Lease Manager. 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 25  
USDA Farm # 2414, 2782

TERM: 1 January 2026 to 30 November 2030  
5-year option 1 December 2030 to 30 November 2035

ACRES: 115 crop acres, 1 food plot acre, 9.33 required mowing acres

LAND USE: Corn/Soybeans Rotation or Native Seed Production. Cover Crops required. Native Seed Production plantings within this tract are permitted to include any forb or grass species native to the state of Kentucky or Tennessee, provided they are not identified as noxious weeds by the respective state Department of Agriculture

GENERAL REQUIREMENTS

Refer to the General Land Use Regulations attached to this Lease. Apply NRCS No-Till Practice Standard 329 included in Lease. Cover crops required. Permitted cover crops include wheat, cereal rye, oats, crimson clover, millet, buckwheat, oilseed/tillage radish; or any native mustard, native clover, native pollinator mix, or native grass; or those specified by your local NRCS office. All other cover crops must be submitted in writing for preapproval.

PROHIBITS

- A. No tobacco shall be grown.
- B. Conventional tillage prohibited, apply NRCS No-Till Practice Standard 329 included in Lease. Sub-soiling for compaction or disking 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. No leaving bare ground exposed to erosion without establishing permanent vegetative cover.
- F. No leaving farm equipment on tract when not in use.

III. FOODSTRIPS

Leave 2.5 acres standing for food plot. Location at lessee's discretion but must coordinate with Ag Lease Manager on food plot location prior to harvest.

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

- A. Grass areas are to be mowed (2) times each year, first before May 15th and secondly after August 31st. 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 15st and secondly after August 31st.
- C. Mow waterways each year in August. Avoid damage to conservation structures.
- D. Maintain agricultural outlease signs. Clear vegetation around sign posts and report any damage to signs.

V. PESTICIDE REPORTS AND SOIL TESTS

Pesticide Pre-Approval Requests are due 1 October each year for non-approved pesticides. Pesticide Use Reports shall be emailed monthly to Ag Lease Manager. 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 28  
USDA Farm # 2402, 3653., 3861

TERM: 1 January 2026 to 30 November 2030  
5-year option 1 December 2030 to 30 November 2035

ACRES: 191 crop acres, 2 food plot acre, 23.5 required mowing acres

LAND USE: Corn/Soybeans Rotation or Native Seed Production. Cover Crops required. Native Seed Production plantings within this tract are permitted to include any forb or grass species native to the state of Kentucky or Tennessee, provided they are not identified as noxious weeds by the respective state Department of Agriculture

GENERAL REQUIREMENTS

Refer to the General Land Use Regulations attached to this Lease. Apply NRCS No-Till Practice Standard 329 included in Lease. Cover crops required. Permitted cover crops include wheat, cereal rye, oats, crimson clover, millet, buckwheat, oilseed/tillage radish; or any native mustard, native clover, native pollinator mix, or native grass; or those specified by your local NRCS office. All other cover crops must be submitted in writing for preapproval.

PROHIBITS

- A. No tobacco shall be grown.
- B. Conventional tillage prohibited, apply NRCS No-Till Practice Standard 329 included in Lease. Sub-soiling for compaction or disking 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. No leaving bare ground exposed to erosion without establishing permanent vegetative cover.
- F. No leaving farm equipment on tract when not in use.

III. FOODSTRIPS

Leave 2.5 acres standing for food plot. Location at lessee's discretion but must coordinate with Ag Lease Manager on food plot location prior to harvest.

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

- A. Grass areas are to be mowed (2) times each year, first before May 15th and secondly after August 31st. 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 15st and secondly after August 31st.
- C. Mow waterways each year in August. Avoid damage to conservation structures.
- D. Maintain agricultural outlease signs. Clear vegetation around sign posts and report any damage to signs.

V. PESTICIDE REPORTS AND SOIL TESTS

Pesticide Pre-Approval Requests are due 1 October each year for non-approved pesticides. Pesticide Use Reports shall be emailed monthly to Ag Lease Manager. 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 40  
USDA Farm # 2417, 2398, 2478

TERM: 1 January 2026 to 30 November 2030  
5-year option 1 December 2030 to 30 November 2035

ACRES: 217 crop acres, 2 food plot acre, 21 required mowing acres

LAND USE: Corn/Soybeans Rotation or Native Seed Production. Cover Crops required. Native Seed Production plantings within this tract are permitted to include any forb or grass species native to the state of Kentucky or Tennessee, provided they are not identified as noxious weeds by the respective state Department of Agriculture

GENERAL REQUIREMENTS

Refer to the General Land Use Regulations attached to this Lease. Apply NRCS No-Till Practice Standard 329 included in Lease. Cover crops required. Permitted cover crops include wheat, cereal rye, oats, crimson clover, millet, buckwheat, oilseed/tillage radish; or any native mustard, native clover, native pollinator mix, or native grass; or those specified by your local NRCS office. All other cover crops must be submitted in writing for preapproval.

PROHIBITS

- A. No tobacco shall be grown.
- B. Conventional tillage prohibited, apply NRCS No-Till Practice Standard 329 included in Lease. Sub-soiling for compaction or disking 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. No leaving bare ground exposed to erosion without establishing permanent vegetative cover.
- F. No leaving farm equipment on tract when not in use.

III. FOODSTRIPS

Leave 2.5 acres standing for food plot. Location at lessee's discretion but must coordinate with Ag Lease Manager on food plot location prior to harvest.

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

- A. Grass areas are to be mowed (2) times each year, first before May 15th and secondly after August 31st. 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 15st and secondly after August 31st.
- C. Mow waterways each year in August. Avoid damage to conservation structures.
- D. Maintain agricultural outlease signs. Clear vegetation around sign posts and report any damage to signs.

V. PESTICIDE REPORTS AND SOIL TESTS

Pesticide Pre-Approval Requests are due 1 October each year for non-approved pesticides. Pesticide Use Reports shall be emailed monthly to Ag Lease Manager. 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 AF-C  
USDA Farm # 3863, 2378

TERM: 1 January 2026 to 30 November 2030  
5-year option 1 December 2030 to 30 November 2035

ACRES: 200 crop acres, 2 food plot acre, 20 required mowing acres

LAND USE: Corn/Soybeans Rotation or Native Seed Production. Cover Crops required. Native Seed Production plantings within this tract are permitted to include any forb or grass species native to the state of Kentucky or Tennessee, provided they are not identified as noxious weeds by the respective state Department of Agriculture

GENERAL REQUIREMENTS

Refer to the General Land Use Regulations attached to this Lease. Apply NRCS No-Till Practice Standard 329 included in Lease. Cover crops required. Permitted cover crops include wheat, cereal rye, oats, crimson clover, millet, buckwheat, oilseed/tillage radish; or any native mustard, native clover, native pollinator mix, or native grass; or those specified by your local NRCS office. All other cover crops must be submitted in writing for preapproval.

PROHIBITS

- A. No tobacco shall be grown.
- B. Conventional tillage prohibited, apply NRCS No-Till Practice Standard 329 included in Lease. Sub-soiling for compaction or disking 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. No leaving bare ground exposed to erosion without establishing permanent vegetative cover.
- F. No leaving farm equipment on tract when not in use.

III. FOODSTRIPS

Leave 2.5 acres standing for food plot. Location at lessee's discretion but must coordinate with Ag Lease Manager on food plot location prior to harvest.

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

- A. Grass areas are to be mowed (2) times each year, first before May 15th and secondly after August 31st. 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 15st and secondly after August 31st.
- C. Mow waterways each year in August. Avoid damage to conservation structures.
- D. Maintain agricultural outlease signs. Clear vegetation around sign posts and report any damage to signs.

V. PESTICIDE REPORTS AND SOIL TESTS

Pesticide Pre-Approval Requests are due 1 October each year for non-approved pesticides. Pesticide Use Reports shall be emailed monthly to Ag Lease Manager. 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 AF-S  
USDA Farm #

TERM: 1 January 2026 to 30 November 2030  
5-year option 1 December 2030 to 30 November 2035

ACRES: 39 crop acres, 4.5 required mowing acres

LAND USE: Native Seed Production. Cover Crops required.  
Plantings within this tract are permitted to include any forb or grass species native to the state of Kentucky or Tennessee, provided they are not identified as noxious weeds by the respective state Department of Agriculture.

I. GENERAL REQUIREMENTS

Refer to the General Land Use Regulations attached to this Lease. Apply NRCS No-Till Practice Standard 329 included in Lease. Cover crops required. Permitted cover crops include wheat, cereal rye, oats, crimson clover, millet, buckwheat, oilseed/tillage radish; or any native mustard, native clover, native pollinator mix, or native grass; or those specified by your local NRCS office. All other cover crops must be submitted in writing for preapproval.

Utilization of plugs must be preapproved in writing.

Field can be divided for multiple species planted.

II. PROHIBITS

- A. No tobacco shall be grown.
- B. Conventional tillage prohibited, apply NRCS No-Till Practice Standard 329 included in Lease. Sub-soiling for compaction or disking 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. No leaving bare ground exposed to erosion without establishing permanent vegetative cover.
- F. No leaving farm equipment on tract when not in use.

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

- G. Grass areas are to be mowed (2) times each year, first before May 15th and secondly after August 31st. Notify the Ag Lease Manager each time mowing is completed where inspection can be documented.

- H. Mow a 15-foot-wide buffer around the entire perimeter of each field (2) times each year, first before May 15th and secondly after August 31st.
- I. Mow waterways each year in August. Avoid damage to conservation structures.
- J. Maintain agricultural outlease signs. Clear vegetation around signposts and report any damage to signs.

IV. PESTICIDE REPORTS AND SOIL TESTS

Pesticide Pre-Approval Requests are due 1 October each year for non-approved pesticides. Pesticide Use Reports shall be emailed monthly to Ag Lease Manager. 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 25-H  
USDA Farm # 2385

TERM: 1 January 2026 to 30 November 2030  
5-year option 1 December 2030 to 30 November 2035

ACRES: 293

LAND USE: Perennial Hay-Type Crops or Native Warm Season Grass  
Orchard grass, Timothy, Alfalfa, Lespedeza (except sericea and bicolor), clovers  
mixed with grasses. Also, warm season grasses native to this area, including Big  
Blue Stem, Little Blue Stem, or Indian Grass, 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. Haying can occur during the optimal harvest window for the specific crop type planted.

Native warm season grass hay must be hayed between 15 June and 15 July. Cutting height should NOT be below 10 inches

Targeted herbicide applications will be required. Johnsongrass should be controlled with an application of imazapic or sulfosulfuron. Fescue can be controlled with glyphosate or clethodim sprayed in the fall after a couple of frosts. *Lespedeza bicolor* and *Lespedeza cuneate* (sericea) can be treated with triclopyr starting in June until seed set. Spot spraying invasive species with glyphosate would be acceptable with prior written approval.

II. PROHIBITS

- A. No tobacco or fescue shall be grown.
- B. Conventional tillage prohibited, apply NRCS No-Till Practice Standard 329 included in Lease. Sub-soiling for compaction or disking 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. No leaving bare ground exposed to erosion without establishing permanent vegetative cover.
- F. No leaving farm equipment on tract when not in use.
- G. No 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. No seed shall be planted without prior written approval.
- K. Native Warm Season Grass hay must stay above 10 inches. Nonnative Cool Season Grass hay must stay below 10 inches

### 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 Requests are due 1 October each year for non-approved pesticides. Pesticide Use Reports shall be emailed monthly to Ag Lease Manager. Soil tests are due by November 30<sup>th</sup> of the 1<sup>st</sup> and 3<sup>rd</sup> years of each lease term. Lessee shall follow the recommendations for the appropriate crop 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, if applicable to the tract.

TRACT MANAGEMENT PLAN  
Fort Campbell Tract 44-H  
USDA Farm #3277

TERM: 1 January 2026 to 30 November 2030  
5-year option 1 December 2030 to 30 November 2035

ACRES: 163

LAND USE: Fields 1, 2, 3, 4, 6 are Native Warm Season Grass Hay  
Big Blue Stem, Little Blue Stem, Indian Grass

Field 5 can be maintained in Perennial Hay-Type Crops or Native Warm Season Grass Orchard grass, Timothy, Alfalfa, Lespedeza (except sericea and bicolor), clovers mixed with grasses OR native warm season grasses native to this area such as Big Blue Stem, Little Blue Stem, or Indian Grass.

FESCUE SHALL NOT BE USED DUE TO ITS INVASIVE NATURE.

I. GENERAL REQUIREMENTS

Refer to the General Land Use Regulations attached to this Lease. Tract is comprised of native grasses and Fields 1-4 and 6 will be maintained as such. No outside seed will be allowed without prior written approval.

Fields 1-4 and 6 must be hayed between 15 June and 15 July. Cutting height should NOT be below 10 inches. Prescribed burns will be conducted by Fort Campbell every three years.

Haying of Field 5 will occur during the optimal harvest window for the specific crop type planted.

Targeted herbicide applications will be required. Johnsongrass should be controlled with an application of imazapic or sulfosulfuron. Fescue can be controlled with glyphosate or clethodim sprayed in the fall after a couple of frosts. *Lespedeza bicolor* and *Lespedeza cuneate* (sericea) can be treated with triclopyr starting in June until seed set. Spot spraying invasive species with glyphosate would be acceptable with prior written approval. **All identified invasive and unwanted species must be managed to maintain less than 20% total cover within each field**

II. PROHIBITS

- A. No tobacco or fescue shall be grown.
- B. Conventional tillage prohibited, apply NRCS No-Till Practice Standard 329 included in Lease. Sub-soiling for compaction or disking 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. No leaving bare ground exposed to erosion without establishing permanent vegetative cover.
- F. No leaving farm equipment on tract when not in use.
- G. No 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. No seed shall be planted without prior written approval.
- K. Vegetation must stay above 10 inches.

### 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 Requests are due 1 October each year for non-approved pesticides. Pesticide Use Reports shall be emailed monthly to Ag Lease Manager. Soil tests are due by November 30<sup>th</sup> of the 1<sup>st</sup> and 3<sup>rd</sup> years of each lease term. Lessee shall follow the recommendations for the appropriate crop 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, if applicable to the tract.



**DEPARTMENT OF THE ARMY LEASE  
FOR AGRICULTURAL OR GRAZING PURPOSES  
U.S. ARMY GARRISON FORT CAMPBELL  
STEWART COUNTY, TN**

**THIS LEASE**, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, acting by and through the Real Estate Contracting Officer, Real Estate Division, U.S. Army Engineer District, Louisville, hereinafter referred to as the Lessor, and <<Company Name>>, with its principal address at <<ADDRESS>>, <<CITY, STATE, ZIP>>, hereinafter referred to as the Lessee.

**WITNESSETH:**

That the Lessor finds that this Lease is advantageous to the United States, that the terms and conditions are considered to promote the national defense or to be in the public interest; that the Premises are under the control of the Lessor; that the Premises are not needed for the Term below for public use by the Lessor; and that the property is not excess property.

That the Lessor, by the authority of Title 10, United States Code, Section 2667, and for the consideration hereinafter set forth, hereby leases to the Lessee the property identified as **Agricultural Tract No. XX, containing approximately XXX acres, as shown in Exhibit A**, attached hereto and made a part hereof, hereinafter referred to as the Premises, for **agriculture** purposes with the right of ingress and egress for such purposes, 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 nine (9) months**, beginning **March 1, 2025**, and ending **November 30, 2029**, with a five (5) year renewal option upon agreement by both parties beginning **December 1, 2029** and ending **November 30, 2034**, unless earlier terminated pursuant to the condition on **TERMINATION**.

**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.

**FOR THE TERM**

<b><u>FOR THE TERM</u></b>	<b><u>AMOUNT DUE</u></b>	<b><u>DUE DATE</u></b>
March 1, 2025 - November 30, 2025	\$X,XXX.XX	Upon signature of lease
December 1, 2025 – November 30, 2026	\$X,XXX.XX	April 1, 2026
December 1, 2026 – November 30, 2027	\$X,XXX.XX	April 1, 2027
December 1, 2027 – November 30, 2028	\$X,XXX.XX	April 1, 2028
December 1, 2028 – November 30, 2029	\$X,XXX.XX	April 1, 2029

**Renewal Option:**

December 1, 2029 – November 30, 2030	\$X,XXX.XX	April 1, 2030
December 1, 2030 – November 30, 2031	\$X,XXX.XX	April 1, 2031
December 1, 2031 – November 30, 2032	\$X,XXX.XX	April 1, 2032
December 1, 2032 – November 30, 2033	\$X,XXX.XX	April 1, 2033
December 1, 2033 – November 30, 2034	\$X,XXX.XX	April 1, 2034

**b.** Supplemental Agreements. Any deletion or addition of crop acres, the consideration will be based on the annual rent divided by the crop acres minus food plot 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 payments 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. Interest will accrue from (the due date) (the later of the due date or the date notification of the amount due is mailed to the Lessee). 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. ANNUAL FEE TO COVER ONGOING ADMINISTRATIVE EXPENSES**  
**(Deleted)**

**4. SUPERVISION BY THE LESSOR [AND [INSTALLATION COMMANDER] [DISTRICT ENGINEER]]**

a. The use and occupation of the Premises incident to the exercise of the privileges and purposes hereby granted shall be subject to the supervision and approval of the Lessor and to such general rules and regulations as the Lessor may from time to time prescribe.

b. The Premises shall be under the general supervision and subject to the approval of the [Installation Commander] [District Engineer], who is the officer with operational control over the Premises, hereinafter referred to as said officer. The Lessee's use of the Premises shall be accomplished in such manner as not to endanger personnel or property of the said officer or obstruct travel on any road or other thoroughfare.

c. Lessee acknowledges and recognizes that:

(1) The Premises are located on an active U.S. Army installation which may be subject to temporary closings and identification and/or routing requirements due to the occurrence of unannounced events, actual or simulated, including, but not limited to: mobilization, extreme weather conditions, security, anti-terrorist force protection measures, or police, medical or fire-related emergencies; the occurrence of a national emergency declared by the President or Congress; or due to planned military training exercises affecting the site. Lessor shall provide Lessee with at least seven (7) days' written notice prior to planned military training exercises affecting the Premises when reasonably possible.

(2) Said officer exercises command and control over the: (i) Premises, including traffic control, security, force protection, law enforcement, fire protection, activities performed thereon, and command and control matters, and (ii) military personnel that may be at or otherwise present on the Premises from time to time.

**5. COST OF UTILITIES**

The Lessee shall pay the cost, as determined by the said officer, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the Lessee, including the Lessee's proportionate share of the cost of operation and maintenance of the government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the said officer.

## 6. NOTICES

a. All notices and correspondence to be given pursuant to this Lease shall be addressed, if to the Lessee, to <<NAME>>, <<ADDRESS>>, <<CITY>>, <<STATE>>, <<ZIP CODE>>; and if to the Lessor, to the Real Estate Contracting Officer, Attention: Chief, Real Estate Division, CELRL-REM, P.O. Box 59, Louisville, Kentucky 40201-0059, or as may from time to time otherwise be directed by the parties.

b. Notices shall be mailed by certified mail, postage prepaid, return receipt requested, addressed to the addresses listed in 4.a. above. The effective date of the notice shall be the earlier of the actual date of receipt or the date the addressee is notified of the attempted delivery of the certified mail, FedEx or UPS, whether or not the addressee actually accepts delivery. Use of an express delivery service will not substitute for this requirement. **Any such notices and correspondence shall include the Lease Number: DACA27-1-XX-XXXX.**

c. Communications other than notices required under this Lease may be sent by means other than certified mail, return receipt requested, including electronic mail." Such communications include routine matters of coordination and informal exchange of information.

## 7. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary of the Army", "Real Estate Contracting Officer", "Lessor", "said officer", or "Chief, Real Estate Division" shall include their duly authorized representatives. Any reference to "Lessee" shall include sublessees, licensees, assignees, transferees, successors, and their duly authorized representatives.

## 8. IDENTIFICATION OF GOVERNMENT AGENCIES, STATUTES, PROGRAMS, AND FORMS

Any reference in this Lease, by name or number, to a government department, agency, statute, regulation, program, or form shall include any successor, amendment, or similar department, agency, statute, regulation, program, or form.

## 9. APPLICABLE LAWS AND REGULATIONS

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

b. The Lessee shall be solely responsible for obtaining at its cost and expense any permits or licenses required for its operations under this Lease, independent of any existing permits or licenses held by the Lessor.

c. The Lessee understands and acknowledges that the granting of this Lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or Section 408 (33 U.S.C. § 408) or any other permit or license which may be required by Federal, State, interstate, or local laws, regulations, and ordinances in connection with the Lessee's use of the Premises.

d. The Lessee shall promptly report to the Lessor any incident for which the Lessee is required to notify a Federal, State, or local regulatory agency or any citation by a Federal, State, or local regulatory agency of non-compliance with any applicable law, ordinance, or regulation.

e. The Lessee shall comply with the Land Use Regulations attached hereto as **EXHIBIT B**

## **10. DISCLAIMER**

This Lease is effective only insofar as the rights of the United States in the Premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights.

## **11. TRANSFERS AND ASSIGNMENTS**

Without prior written approval of the Lessor, the Lessee shall not transfer or assign this Lease, sublet the Premises or any part thereof, or grant any interest, privilege, or license whatsoever in connection with this Lease. Failure to comply with this paragraph shall constitute a breach for which the Lessor may immediately terminate the Lease.

## **12. CONDITION OF PREMISES**

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

## **13. SUBJECT TO EASEMENTS**

This Lease is subject to all existing easements, whether of record or not, 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 Lessor, interfere with the use of the Premises by the Lessee.

**14. SUBJECT TO MINERAL INTERESTS**

This Lease is subject to all outstanding mineral interests. As to federally owned mineral interests, the Lessee understands and acknowledges that such interests may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), Department of the Interior which has responsibility for mineral development on federal lands. The Lessor 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 Lessee's operations or would be contrary to local law.

**15. PROTECTION OF PROPERTY**

**a.** For the purposes of this condition, the term "Lessee" shall include Lessee's employees, officers, agents, invitees, contractors and subcontractors, assigns, licensees, sublessees, subgrantees, and other affiliates.

**b.** The Lessee shall keep the Premises in good order and repair and in a decent, clean, sanitary, and 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. 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 the Lessor, or at the election of the Lessor, reimbursement made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the Lessor.

**c.** The Lessee shall immediately notify the Lessor upon discovery of any hazardous conditions on the Premises that present an immediate threat to health and/or danger to life or property. The Lessor, upon discovery of any hazardous conditions on the Premises that present an immediate threat to health and/or danger to life or property, will so notify the Lessee. In addition to the rights of termination for noncompliance or at will (for any reason at any time), upon discovery of any hazardous conditions on the Premises by the Government, or upon notice of Lessee's discovery of such conditions, the Government shall close, or cause the Lessee to close the affected part or all of the Premises to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected, the Lessor will have the option to: (1) correct the hazardous conditions and collect the cost of repairs and any other resulting damages, including consequential damages and loss in value to the premises from the Lessee, if the conditions were caused by Lessee; or, (2) revoke the Lease for noncompliance or at will (for any reason at any time) and the Lessee shall restore the Premises in accordance with the Condition on **RESTORATION**. The Lessee shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition on **PROTECTION OF PROPERTY**.

Hazardous conditions not caused by the Lessee will be dealt with at the discretion of the Lessor, but the Lessee will nonetheless be responsible for closing the area as directed by the Lessor or complying the Lessor's closing of the area, as applicable, in accordance with this condition.

**16. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with government purposes; to make inspections, to remove timber or other material, except property of the Lessee; and/or to make any other use of the Premises or portion(s) thereof as may be necessary in connection with government purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

**17. TITLE TO IMPROVEMENTS**

The demolition, renovation, and construction of improvements by the Lessee are private undertakings, and during the term of this Lease title to all such improvements vest and remain in Lessee. The improvements shall remain real property for the duration of this Lease. All structures and equipment furnished by the Lessee shall be and remain the property of the Lessee during the term of the Lease. Upon expiration, revocation, or termination of the Lease, disposition of such improvements shall be accomplished in accordance with the condition on **RESTORATION**.

**18. DESTRUCTION BY UNAVOIDABLE CASUALTY**

If the Premises or improvements thereon shall be destroyed or be so totally damaged by fire or other unavoidable casualty so as to render the Premises untenable, wholly or in part, then payment of rent shall cease and either party may forthwith terminate this Lease by written notice to that effect, notwithstanding the condition on **TERMINATION**. If part of the Premises or the improvements were rendered untenable, rental payment may be apportioned to reflect the part remaining usable to Lessee. In the event the Lease is not terminated, the Lessor shall diligently proceed to return the Premises and improvements to operation and resume payment of rent in a manner and in a timeframe satisfactory to the Lessor.

**19. RENTAL ADJUSTMENT**

In the event the Lessor revokes this Lease or in any other manner materially reduces the Premises 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 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 Lessor 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 Lessor; 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.

**20. INSURANCE (DELETED)**

**21. PROHIBITED USES**

a. The Lessee shall not permit gambling on the Premises or install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the Premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the Premises any activity which would constitute a nuisance. The Lessee shall not sell, store or dispense, or permit the sale, storage, or dispensing of beer or other intoxicating liquors on the Premises.

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

**22. 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. At its sole cost and expense, 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. Compliance with such regulations, conditions, or instructions in effect or prescribed by 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 use of any pesticides or herbicides within the Premises shall be in conformance with all applicable Federal, State, interstate, and local laws and regulations. The Lessee must obtain approval in writing from the said officer having operational control over the property before any pesticides or herbicides are applied to the Premises.



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

d. The Lessee shall not use the Premises for the storage or disposal of non-Department of Defense-owned hazardous or toxic materials, as defined by 10 U.S.C. § 2692, unless authorized under 10 U.S.C. § 2692 and properly approved by the said officer.

### **23. ENVIRONMENTAL SITE ASSESSMENT**

An Environmental Condition of Property report (ECP) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, has been completed by the installation and is available for review upon request. Upon expiration, revocation, termination, or relinquishment of this Lease another ECP shall be prepared which will document the environmental condition of the property at that time. A comparison of the two reports will assist the Lessor in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition of **RESTORATION**.

### **24. EXCAVATION RESTRICTIONS AND NOTIFICATION**

In the event that the Lessee discovers unexpected, buried debris or a foreign, potentially unsafe or hazardous substance, the Lessee will immediately cease work in the affected area, immediately notify the said officer, and protect the affected area and the material from further disturbance until the said officer gives clearance to proceed. Such abeyance of activity in the affected area shall not constitute a default of the Lessee's obligation under this Lease.

### **25. 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 the Lessor and protect the site and the material from further disturbance until the Lessor gives clearance to proceed.

### **26. SOIL AND WATER CONSERVATION**

The Lessee shall maintain, in a manner satisfactory to the Lessor, all soil and water conservation structures that may be in existence upon said 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 within the Premises. Any soil erosion occurring outside the Premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the Lessor, at the Lessee's sole cost and expense.

**27. NATURAL RESOURCES**

The Lessee shall cut no timber; conduct no mining operations; remove no sand, gravel, or kindred substances from the ground; commit no waste of any kind; or in any manner substantially change the contour or condition of the Premises except as authorized in writing by the Lessor.

**28. FORCE PROTECTION STANDARDS (DELETED)****29. RESTORATION**

a. Upon expiration, revocation, or termination of this Lease, the Lessee shall vacate the Premises, remove its real property improvements and personal property (Lessee's property) from the Premises unless otherwise agreed by the Lessor, and restore the Premises to a condition satisfactory to the Lessor. Such restoration shall include restoration of all property of the United States on the Premises and environmental restoration as determined based on the condition on **ENVIRONMENTAL SITE ASSESSMENT**.

b. In the event this Lease is terminated or revoked by the Lessor for any reason, the Lessor may grant the Lessee a non-exclusive revocable license to use the Premises to vacate, remove Lessee's property therefrom, and restore the Premises to the required condition. Such license shall generally be for a period not to exceed ninety (90) days.

c. If the Lessee shall fail or neglect to remove Lessee's property and restore the Premises as required in this condition on **RESTORATION**, the Lessor may cause restoration work to be performed, including but not limited to removal of Lessee's property from the Premises. The Lessee shall have no claim for damages against the United States or its officers or agents related to or resulting from any removal of Lessee's property or any restoration work. The Lessee shall pay the United States on demand any sums which may be expended by the United States after expiration, revocation, or termination of the Lease to remove Lessee's property and to restore the Premises.

d. Upon written agreement by the Lessor, any or all of the Lessee's property may be surrendered to the United States in lieu of removal, with title vesting in the United States without additional consideration, therefore. The Lessee grants the Lessor power of attorney to execute any deed, bill of sale, or other documents to clear title to such real property improvements or personal property which the Lessor has agreed shall not be removed from the Premises. The Lessor may provide appropriate evidence of title in the Lessee to all property being removed by Lessee.

### 30. TERMINATION

a. The Lessor may terminate this Lease at any time (i) if the Lessee fails to comply with any term or condition of this Lease, or (ii) at will (i.e., at any time for any reason). 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**.

d. The Lessee may terminate this Lease after one (1) crop year, of acquiring the lease, have passed. At such time, if termination is desired, at least **sixty (60) days' notice must be given**, prior to the "yearly rental due date" (1 April) **in writing** provided that no refund by the United States of any rent due and paid shall be made, and provided further, that Lessee shall be responsible to pay any and all rent set forth in the condition on **CONSIDERATION** that becomes due and payable prior to the effective date, as defined in the condition on **NOTICES**, of such notice.

### 31. FAILURE OF LESSOR TO INSIST UPON COMPLIANCE

a. The failure of the Lessor to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this Lease shall not be construed as a waiver or relinquishment of the Lessor's right to the current or future performance of any such terms, covenants, or conditions and the Lessee's obligations in respect to such performance shall continue in full force and effect.

b. No remedy herein or otherwise conferred upon or reserved to Lessor shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at or in equity, regulation, or by statute. Every power and remedy given by this Lease to Lessor may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

## 32. DISPUTES

**a.** Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. §§ 7101-7109) (the Act), all disputes arising under or relating to this Lease shall be resolved under this clause and the provisions of the Act.

**b.** "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of Lease terms, or other relief arising under or relating to this Lease. A claim arising under this Lease, unlike a claim relating to this Lease, is a claim that can be resolved under a Lease clause that provides for the relief sought by the Lessee. 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 subparagraph c. (2) below. The routine request for rental payments that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

**c.**

**(1)** A Claim by the Lessee shall be made in writing and submitted to the Lessor for a written decision. A claim by the Government against the Lessee shall be in the form of a written decision by the Lessor.

**(2)** For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that—

**(i)** the claim is made in good faith;

**(ii)** supporting data are accurate and complete to the best of the Lessee's knowledge and belief; and

**(iii)** the amount requested accurately reflects the Lease adjustment for which the Lessee believes the Government is liable.

**(iv)** the certifier is authorized to certify the claim on behalf of the Lessor.

**(3)** The individual signing on behalf of the Lessee must be authorized to certify the claim on behalf of the Lessee and shall be:

**(i)** If the Lessee is an individual, the certificate shall be executed by that individual.

**(ii)** If the Lessee is not an individual, the certification shall be executed by an individual authorized to certify on behalf of the entity who is –

(A) a senior company official in charge of the Lessee's location involved; or

(B) an officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the Lessor must, if requested in writing by the Lessee, render a decision within sixty (60) days of receipt of the request. For Lessee-certified claims over \$100,000, the Lessor must decide the claim or notify the Lessee of the date by which the decision will be made within sixty (60) days of receipt of the request.

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

f. At the time a claim by the Lessee is submitted to the Lessor or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c. (2) of this clause, and executed in accordance with paragraph c. (3) of this clause.

g. The Government shall pay interest, or the amount found due and unpaid by the Government from (1) the date the Lessor received the claim (properly 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 Lessor 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. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on **CONSIDERATION**.

h. The Lessee shall proceed diligently with the performance of the Lease, pending final resolution of any request for relief, claim, or action arising under the Lease, and comply with any decision of the Lessor.

### **33. 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.

Notwithstanding any other provision of this Lease, any provision that purports to assign liability to the United States Government shall be subject to and governed by Federal law, including but not limited to the Contract Disputes Act of 1978 (41 U.S.C. Sections 7101-7109 (2012)), the Anti-Deficiency Act (31 U.S.C. Sections 1341 and 1501), and the Federal Tort Claims Act (28 U.S.C. Section 2671, et seq.).

**34. NO INDIVIDUAL LIABILITY OF UNITED STATES OFFICIALS**

No covenant or agreement contained in this Lease shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the United States, in his or her individual capacity and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Lease, whether by virtue of any constitution, statute, or rule of law or by the enforcement of any assessment or penalty, or otherwise.

**35. ANTI-DEFICIENCY ACT**

Nothing in this Lease shall obligate the Lessor to obligate appropriated funds in violation of the Anti-Deficiency Act 31 U.S.C. §§ 1341-1351. Notwithstanding the foregoing, nothing contained in this Lease shall limit, diminish, or eliminate any rights that the Lessee or its successors or assigns may have against the Lessor under applicable statutes, rules, or regulations.

**36. 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 paid promptly 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.

**37. 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 established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the Lessor shall have the right to annul this Lease without liability or, in its discretion, to require the Lessee to pay to the Lessor, in addition to the Lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

**38. SEVERAL LESSEES**

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

### **39. MODIFICATIONS AND CONSENTS**

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

b. The provisions of this Lease may only be superseded, modified, or repealed pursuant to a written amendment or supplemental agreement to this Lease.

### **40. MERGER**

This Lease and any other agreement shall not merge. In the event the terms and conditions of this Lease conflict with the terms and conditions of any other agreement, the terms and conditions of the Lease shall prevail.

### **41. NOT PARTNERS**

Nothing contained in this Lease will make, or will be construed to make, the Lessor and the Lessee hereto partners or joint ventures with each other, it being understood and agreed that the only relationship between the Lessor and the Lessee under this Lease is that of landlord and tenant with respect to the Premises.

### **42. 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 Premises, because of race, color, religion, sex, sexual orientation, gender identity age, handicap, or national origin. The Lessee shall comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

### **43. LABOR, MATERIAL, EQUIPMENT, AND SUPPLIES**

Lessee shall bear the sole responsibility for furnishing and paying for all labor, materials, equipment, and supplies used in conjunction with the exercise by the Lessee of any right granted hereunder, unless specifically absolved from said responsibilities elsewhere within this Lease.



**44. DETERMINATION REGARDING EXECUTIVE ORDER 13658**

Any reference in this section to “prime contractor” or “contractor” shall mean the Lessee and any reference to “contract” shall refer to the Lease.

a. It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order.

b. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suites, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

**45. DETERMINATION REGARDING EXECUTIVE ORDER 13706**

It has been determined this contract is not subject to Executive Order 13706 or the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order.

**46. SITE SPECIFIC CONDITIONS <<ADD AS NECESSARY>>**

**47. 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

**THIS LEASE** is not subject to Title 10, United States Code, Section 2667 as amended.

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
District Chief, Real Estate Division  
Real Estate Contracting Officer

**THIS LEASE** is also executed by the Lessee this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
**MONTH**

**AUTHORIZED REPRESENTATIVE**

**BY:**  
\_\_\_\_\_  
**SIGNATURE**

**BY:**  
\_\_\_\_\_  
**SIGNATURE**

Tax ID: \_\_\_\_\_.