

2015 AGRICULTURAL LAND USE REGULATIONS AND SPECIAL CONDITIONS
IOWA ARMY AMMUNITION PLANT (IAAAP), MIDDLETOWN, IOWA

1. The lessee agrees to conduct all farming and grazing operations in accordance with the Land Use Regulations and Special Conditions set forth herein, and in accordance with the General Land Use Directives and the Tract Management Plan, made a part hereof. However, the crop rotation plan may be modified by the IAAAP Management Agronomist, upon written application from the lessee, in the event of crop failure, unseasonable crop years, or other unusual circumstances warranting such modifications.

2. A Tract Management Plan has been prepared for each tract. The plan is to be followed and is made a part of the lease contract.

3. **VERBAL AGREEMENTS WILL NOT BE HONORED.** Any change in the Tract Management Plan, i.e., crop changes, maintenance requirements, etc., must be approved in writing by the Omaha District, Corps of Engineers, Real Estate Division, 1616 Capitol Avenue, Suite 9000, Omaha, Nebraska 68102-4901. Any such agreement will be reduced to writing in the form of a "supplemental agreement" to the lease or a letter from the Contracting Officer.

4. Lease operations are to be carried on within the limits of the Army Ammunition Plant area. The use and occupation of the premises leased shall be subject to the general supervision and approval of the officer having immediate jurisdiction over the property and such rules and regulations regarding ingress, egress, safety, sanitation, and security as may be prescribed by the officer.

5. The government will maintain any existing utilities or facilities that are on or adjacent to the tract and necessary for its use. The lessee will permit entry and performance of inspection or maintenance as required.

6. The lessee will plant a **crop rotation** as specified in the tract management Plan. To change the crop rotation the lessee will submit a written request for approval to the IAAAP Management Agronomist. The IAAAP Agronomist may grant changes due to adverse environmental factors that prevent planting the scheduled crop or to reduce the impact of a major pest infestation. All leased land will be planted prior to July 1st each year. All listed crop rotations must be adhered to. To renovate alfalfa winter wheat may be planted with written approval from the IAAAP Management Agronomist. Idle fields will be mowed annually by the lessee.

The lessee should plan to direct seed **cover crops** the same day the row crop is harvested. **The Aerial application of seed is prohibited.** Options to the listed cover crop types, and establishment rates may be pre-approved in writing by the installation management agronomist. For failure to establish a required cover crop a \$60 per

acre fee will be added to the next rental payment, as a condition of turn-in or as a condition of termination.

7. On grazing leases the lessee is responsible for **maintaining all fences** in the tract cattle tight except for the chain link fence. An annual inspection by the lessee of grazing tracts is required, prior to the turning in of livestock. The lessee before turning in the livestock will repair all required fences not in sufficient condition to contain or repel cattle. Any chain link fencing found not in sufficient condition to contain or repel cattle shall be reported to the installation agronomist upon discovery.

8. The lessee will request permission to place structures on any tract. The **location of structures** will not interfere with plant operations or be within thirty (30) feet of a chain link fence.

The lessee will supply all equipment needed **to water cattle**. The Government does not guarantee the quality or quantity of water. The **grazing season** is from the first Saturday in May to the first Sunday in November each year. Gates will not be opened to give cattle access to ponds that are fenced. The lessee at the request of the installation Management Agronomist will gather all the cattle on the lease for counting. Should the number of animal units on the lease be more than allowed in the lease tract management plan the lessee will remove the **extra units** within two days and the grazing period on the lease shortened for that year using the following formula. The number of extra units times 2 equals the number of days to shorten the grazing period. Lessees with cattle on the lease outside of the grazing period will be assessed a trespass fee calculated by the US Army Corps of Engineers and/or termination of the lease.

An **animal unit** is one bull or a cow/calf. Feeder calves and bred heifers are three quarters of an animal unit.

9. The lessee will remove or lime **dead cattle** as soon as discovered. Cattle will not be buried on the installation. The lessee may be notified of livestock problems via telephone call or E-mail.

10. Only Environmental Protection Agency approved pesticides will be allowed. EPA approved **pesticides** may be banned from use on Government property during the lease period. Should the EPA ban the production of a pesticide but not its use. The use of that pesticide on the installation will be prohibited.

The lessee **shall report**, in writing by 1 September all chemicals applied during the year. On or about 1 September **access** to the installation will be **denied** for lessees who's annual pesticide report was not received by the Installation Agronomist prior to 1 September. The lessee shall assume full responsibility for applications of pesticides. Damage resulting from the use of pesticides by the lessee, either to the leased premises, adjacent property, and/or life shall be

a lessee responsibility. Care will constantly be exercised in the mixing and usage of agricultural chemicals. Empty containers and excess material will be removed daily from the Installation.

MSDS/SDS sheets for pesticides being applied will be carried in the field during application.

Prior to March 1st each year the lessee will provide the Installation Management Agronomist a pesticide use proposal (PUP) on the form provided. Pesticides listed in the PUP will not be applied until approved for use.

Pesticides will only be applied from a half-hour after sunrise to a half-hour prior to sunset.

Pesticides will not be applied when wind the speed exceeds 10 miles per hour.

The aerial application of any pesticide is prohibited.

11. In the case of any **chemical spill**, call Guard Headquarters immediately at (319) 753-7414 or 7912. The lessee will incur the cost of cleaning up the spill and any regulatory fines associated with the spill.

12. The leased tracts are subject to concurrent use for **recreational purposes**, including hunting, trapping and fishing, by such persons accorded the privilege by appropriate regulations established by the Installation Commander.

13. Lessee and employees, visitors, or other personnel will comply with all Installation **safety and security regulations** and will be required to clear through the Installation security office prior to being permitted access to the Installation.

14. While inside the production lines or storage yards lessees shall not park on a surface of easily combustible material such as straw, stalks, or dry grass.

15. It is understood and agreed that the Government is not responsible for and will not reimburse the lessee for any **crop damage** sustained due to wildlife or any installation operations activities.

16. **REDUCED TILLAGE:** After planting no less than 25% of the ground will be covered by residue, except for the following reasons with Management Agronomist approval: planting small grains or hay, grass waterway work, erosion repair, field tile and terrace work, testing of archeological sites and/or crop failure.

17. **CONSERVATION TILLAGE:** After planting no less than 30% of the ground will be covered by residue, except for the following reasons with

Management Agronomist approval: planting small grains or hay, grass waterway work, erosion repair, field tile and terrace work, testing of archeological sites and/or crop failure.

18. **NO TILLAGE:** As described and defined by the Natural Resources Conservation Service, except for the following reasons with Management Agronomist approval: planting small grains, grass waterway work, erosion repair, field tile and terrace work, testing of archeological sites and/or crop failure.

19. **Fall tillage** or any tillage deeper than 7" will only be allowed with the written approval from the Management Agronomist. Light disking is approved for the planting of fall cover crops.

20. If the lessee fails to **control noxious weeds** within the lease area and **field borders**, the Government at its option, may have the noxious weeds controlled and the lessee shall immediately reimburse the Government for its incurred costs to control said noxious weeds. Noxious weeds will be controlled at or prior to the flowering stage.

21. The lessee will be responsible for costs to repair **damage to the installation** caused by lessee activities. All tractors actively involved in mowing activities will be equipped with **rollover protection**.

Grazing leases will be mowed per requirements listed in the Tract Management Plan. Also see paragraph 24 below.

22. The application of **Anhydrous Ammonia** is only permitted during the months of March through July. The lessee will not apply more than 175 units of N per acre. Unless proven otherwise by a history of stalk testing.

23. Lessees shall not plant row crops within the **security clear zones** of chain link fences. The clear zones are 30' from the inside and 15' from the outside of any chain link fence. Any crop within the clear zone may be mowed off at any time with the approval of the installation management agronomist. Lessees that are found to have encroach upon a clear zone are required to re-establish grasses in those areas within 6 months. Lessees awarded new lease contracts will re-establish grasses in the clear zones during the spring of the first lease year to meet the distance requirements listed above.

24. The Government may mow for the lessee or terminate the lease if the lessee does not accomplish the **mowing requirements** in the lease. The present charge for mowing is about \$50.00 per acre. This is not a fixed price and the price can change at anytime without notify the lessee prior to mowing. The lessee shall immediately reimburse the Government for incurred mowing costs.

25. The Government plans to take soil tests, apply **lime and fertilizer** with the exception of nitrogen. The lessee will apply

nitrogen per the recommendations in the soil test results or the Iowa State University Agronomy Extension Corn Nitrogen Rate Calculator. The lessee will not apply more than 175 units of N per acre per calendar year. Government applications on pasture, hay and alfalfa may not meet the recommended rate(s). Soil test and fertilizer data is public information. The lessee will pay for any lime and fertilizer applied by the Government as part of the annual rental payment due March 1st. These costs are likely to fluctuate and will be provided to the lessee as soon as they are available. Payment details can be found in the body of the lease contract.

26. The lessee will control **noxious weeds** in the lease area and along field borders adjacent to roadsides.

27. **Tile systems** with broken or missing tile intakes will be replaced by the lessee at the lessee's cost. Protection with two 6-8" diameter 7' long wooden (hedge) posts placed on opposing sides of the intake may be installed by the government. The government may require the lessee to repair up to two **tile blowout holes** per tract per year at the lessee's cost.

28. All new and/or existing **grass waterways** will not be sprayed with pesticides that could damage or kill the grass. All grass waterways will be left in sod if fields are cultivated. At the request of the Management Agronomist, waterways will be created, removed, reseeded, mowed or changed as deemed necessary. Grass waterways will be maintained at least five (5) yards wide at the inlet and ten (10) yards wide at the outlet.

29. The Lessee will not **destroy native prairie or shelterbelt plantings**. If these plantings are damaged or destroyed the Lessee will be required to re-establish the planting at no cost to the Government. The lessee will control noxious weeds in the shelterbelt plantings that may border this tract.

30. No crops will be grown or tillage done within 3 (three) feet of the top of a back slope of any ditch.

31. All **hay bales** will be removed from the installation by 1 January each year.

32. All crops will be mechanically harvested.

33. Reference is made to Sketch NO. 067061-16, "**Road Intersection - R.R. Grade Crossing Sight Requirements**", which is included as part of this regulation. The lessee will take whatever measures are necessary to maintain acceptable sight distance requirements at intersections.

34. **Grazing** is prohibited on tracts numbered under 100.

35. Lessees will not **store equipment** on the installation. However, the lessee may leave equipment overnight in times of operations (planting, harvesting, etc.). The lessee may also leave equipment if the ground is too wet to move the equipment. The lessee must remove the equipment as soon as the ground dries up sufficiently to allow movement of the equipment. Cattle gates, panels and watering tanks may be left on grazing tracts during the lease term.

36. **Fuel supply tanks** will only be parked in agricultural fields and parking lots not along roadways. Lessees are limited to a maximum of 500 gallons of supply fuel on post at any one time. All fuel supply tanks will be labeled with **DOT placards** 1993 or 1202 with fire symbol. **All tanks** shall be labeled with content and owner identification information.

37. **Annual rental payments** are due prior to 1 March. On or about 1 April access to the installation will be denied for lessees who's rental payment was not received by the U.S. Army Corps of Engineers prior to 1 April.

38. **ENVIRONMENTAL MANAGEMENT SYSTEM**

Iowa Army Ammunition Plant is committed to a high standard of environmental stewardship, and has implemented the ISO 14001 Environmental Management System (EMS) encompassing all activities within the installation.

All employees, contractors, lessees, visitors and tenants are required to conduct themselves in an environmentally responsible manner, including, but not limited to, the requirements set forth in the Agricultural Leases.

IAAAP environmental staff reserves the right to inspect contractor, lessee, visitor, and tenant activities for conformance to the requirements of the ISO 14001 Environmental Management System and to determine appropriate corrective action in the event of a nonconformance. It is the contractor's, lessee's, visitor's or tenant's responsibility to remedy any identified nonconformance associated with their activities.