

**Lake Shelbyville, Illinois  
LAND USE REQUIREMENTS  
EXHIBIT "B"  
GENERAL REQUIREMENTS**

1. General:

a. The Government, in striving to manage and protect environmental features on project lands has developed the following Land Use Requirements. These requirements incorporate concepts of good land management and wildlife protection to promote sustained benefits to users of project lands.

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

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

2. Leases issued as a result of this NOA will contain the following conditions:

a. The Lake Shelbyville Project Office will be notified prior to the start of any farming operations.

b. The Lessee shall be required to adhere to the following crop rotation schedules, as indicated in the descriptions of items for lease:

SCHEDULE A	SCHEDULE B	SCHEDULE C	SCHEDULE D
2015 - Soybeans	2015 - Corn	2015 - Soybeans	2015 - Oats
2016 - Corn	2016 - Soybeans	2016 - Wheat	2016 - 2 cutting hay
2017 - Soybeans	2017 - Corn	2017 - Corn	2017 - 2 cutting hay
2018 - Corn	2018 - Soybeans	2018 - Soybeans	2018 - 2 cutting hay
2019 - Soybeans	2019 - Corn	2019 - Corn	2019 - 2 cutting hay
SCHEDULE E	SCHEDULE F	SCHEDULE G	
2015 - Wheat	2015 - Corn or soybeans	2015 - Dove field	
2016 - Corn	2016 - Dove field	2016 - Corn or soybeans	
2017 - Beans	2017 - Corn or soybeans	2017 - Dove field	
2018 - Wheat	2018 - Dove field	2018 - Corn or soybeans	
2019 - Corn	2019 - Corn or soybeans	2019 - Dove field	

c. The hay leases shall be planted with legumes/grasses over-seeded or drilled into a wheat nurse crop or any other appropriate method of establishment during the established time frame. Legumes/grasses approved for planting include: clover, rye, alfalfa, timothy, red top; singly or in combination. Legumes/grasses will be seeded at the rate of twelve to twenty pounds per acre. Lessee may harvest one cutting of hay during 2015 and two cuttings of hay per year thereafter, between the dates of June 15 and September 1 each year the lease is in effect. All hay bales shall be removed from the leased area as soon as possible after baling (30 days maximum).

d. A 30-foot wide buffer strip will be left around the edge of all fields over five acres in size and on both sides of any fence row, ditch, or vegetation strips, etc., which extends into the field. Buffer strips will be identified in the field, if requested by the lessee, by staking by Lake Shelbyville personnel; or if the Project Office decides staking is necessary to prevent over cropping. The buffer strips will not be disturbed by tillage, turning, travel or handling of pesticides, herbicides, fuel, oil, etc. The Lessee will mow all fescue buffer strips once each year between July 15 and September 1 and may be baled for hay by the Lessee if so desired. Any buffers converted to warm season grasses will not be mowed.

e. The Lessee will furnish and apply the following:

(1) During the first year of the lease, the Lessee will have a soil test performed on all crop and hay fields at their expense. A copy will be provided to the Operations Manager or his representative. Flood prone lands as designated by the Operations Manager are not subject to this provision. The specified amount of fertilizer will be applied each year the lease is in effect. The Operations Manager will be notified at least 24 hours prior to the application of fertilizer in order that inspection may be scheduled. Weight receipts for fertilizer, for each individual field, will be provided to the Lake Shelbyville Project Office within two (2) weeks after each application has been completed. The Lessee may inspect lease maps that are available for your information prior to bidding at the Lake Shelbyville Project Office. Any existing buffer strips around the perimeter of lease fields are excluded from the above fertilizer requirements, and are so reflected in the acreages given for each parcel.

(2) With prior written approval of the Operations Manager, the Lessee may furnish and apply all lime required to build and maintain the soil to levels specified by the soil test. The Operations Manager or his representative will be notified at least 24 hours prior to the application of lime so that inspection of the work may be scheduled. Weight receipts for lime will be provided to the Government within two (2) weeks after application has been completed.

f. Five (5%) percent of the featured crop in each unit will be left standing, unharvested, each year as directed by the Project Office. The Lessee must contact the Project Office at least one week prior to harvest for directions on where to leave the 5%. The entire wheat crop or hay crop on the first cutting shall be available for harvest. For the second cutting of the hay crop a 30 foot field border shall be left standing. During the year(s) in which corn is planted, it may be conventionally harvested as mature corn, or chopped for silage.

**g. All 18 of the lease units being advertised contain the 10 in-kind services listed below. Please note: Applicants will be chosen based upon the highest bidder and the bidder's willingness to provide the most in-kind services identified in this Land Use Requirement. All applicants shall provide in-kind services that applicant selected from the list below with your initial bid offer.**

- (1)  Leave \_\_\_% of crop standing (minimum of 10%)
- (2)  Mow existing buffer strips only
- (3)  Mow existing buffer strips and bale hay
- (4)  Reestablish water ways in leased AG field
- (5)  Plant 1 to 3 acres of food plots adjacent to Ag. lease on COE property. This is an annual requirement.
- (6)  Plant 3 to 5 acres of food plots adjacent to Ag. lease on COE property. This is an annual requirement.
- (7)  Plant wheat along shoreline each fall and leave standing – seed will be at lessees expense
- (8)  Mow all clover fields within a 1 mile radius of the Ag. Lease area twice a year.
- (9)  Mow around farm ponds within a 1 mile radius of the Ag. Lease area the week prior to Memorial Day and the week prior to Labor Day.
- (10)  Mow Native Warm Season Grass (NWSG) buffer strips every other year

h. There will be no fall plowing.

i. Any chemicals utilized by the Lessee on the lease area must be coordinated with and have prior approval of the Operations Manager before application is made. **The Lessee will submit a pre-use form (See Appendix A) by pre-work conference of each year of all pesticides that maybe used on the lease area in the following year. Note: Each pesticide use request must have the following information attached to pre-use request and must have the following attached to pre-use form: photocopies of pesticide applicator's license, material safety data sheet (MSDS) and manufacturer's label. Note: In the first year of the lease this list must be submitted at the pre-work conference.** Chemicals without proper label clearance will not be permitted for use. Receipts for chemicals will be turned into the Lake Shelbyville Project Office within two (2) weeks after application has been completed. Lessee must fill out a pesticide report for each type of chemical used if the Lessee has more than one lease, a separate report must be filled out for each lease. The report will be turned into the Lake Shelbyville Project Office within two (2) weeks after the application of the pesticides has been completed. The following information is to be included: Pesticide trade name, EPA class, EPA registration number, the target pest,

location where applied (Lake Shelbyville, Unit \_), the total estimated amount used (gallons) and the total estimated acreage. The report to be used is included in **Appendix B**.

Prior to application of any chemical, the Lessee will contact the Operations Manager. The lessee, accompanied by the Operations Manager or his representative, will inspect the area. If chemical treatment is needed, the lessee and Operations Manager will discuss the chemicals to be used, the rate, and method of application. Prior to the day of application of the chemicals, the lessee will contact the Operations Manager who will have the option of being present when the chemical is mixed and applied.

j. All crop residue and grain lost during harvesting operations will be left in the field, except for the winter wheat rotation.

k. No livestock will be permitted on leased sites.

l. There will be no plowing, disking or other soil disturbance to any existing man-made waterway. Each existing grass waterway within the leased area will be mowed when the buffer strips are mowed between July 15 and September 1.

m. Access to all fields is the responsibility of the respective Lessees if public access is not available. Access across public lands will be by routes designated by the Operations Manager or his authorized representative. Repair, improvement or widening of existing agricultural-lease access roads or trails will be reported to and coordinated with the Operations Manager prior to initiating any such work. Field access roadways will not be widened by the Lake Shelbyville Project Office beyond their existing widths at the time of bid acceptance.

n. Any foreign materials generated by this lease, such as seed and fertilizer bags, herbicide containers, etc., will be removed immediately from leased property. All farming equipment will be promptly removed after farming operations are completed, each year.

o. All farming operations, both tillage and fertilization will be in accordance with accepted soil conservation practices to prevent excessive soil erosion, compaction or rutting.

p. All leased areas are available for public use for hunting and/fishing. In the event problems occur due to public use of the leased area, the lessee will contact the Operations Manager to arrive at a mutually agreeable solution.

q. Any violation of the lease terms or use of the leased area for other than purposes authorized by the lease agreement may result in revocation of the lease.

r. Government keys issued to the Lessee will be turned in when the lease agreement has expired to the Government's key control officer. If any key(s) are lost and/or not returned, a fee of \$500.00 will be assessed to the lessee. The Contractor shall NOT reproduce keys. Key control officer may inventory keys at any time.

s. Ag lease Items 6, 7, and 19 require a dove field rotation every other year. USACE will supply seed, fertilizer, and chemical. The Lessee will **furnish all labor** to establish the field. This will include any field preparation, pre and post emergent application and planting. If straight sunflowers are planted the post emergent application must be applied at the 2-8 leaf stage.

All of the seed, fertilizer, and chemical must be purchased in advance by USACE. If the Lessee fails to establish the dove field by May 10, a third party will be hired by USACE and the Ag. Lessee will be billed for the cost of establishment.

t. A quality foodplot is expected and the following requirements must be met. All foodplot seed, fertilizer, and chemical will be purchased by the Lessee. Wild game sorghum will be used in any foodplots less than 1 acre in size. Roundup Ready Corn, soybeans, or wild game sorghum may be used in any foodplot over 1 acre in size. Contractor will apply chemical herbicide(s) to all food plots for control

of both broadleaves and grasses common to the Lake Shelbyville area. Fertilizer in the following quantities and analysis or their equivalent will be applied to all wildlife food plots in between diskings:

46-0-0 - 150 lbs. per acre

0-46-0 - 125 lbs. per acre

0-0-60 - 80 lbs. per acre

Failure to plant or provide a quality foodplot will result in a 1:1 loss of the Lessee's harvestable crop above and beyond the agreed upon percentage left standing. For an example: If the Lessee has agreed to plant 3 acres of foodplots for in-kind services and the fields are either not planted or fail due to neglect (failure to fertilize, spray, improper planting depths, etc.) then 3 additional acres will be left standing in the Lessee's harvestable ag field. The USACE expects the in-kind foodplots to look like the Lessee harvestable crop fields.

3. **Restoration of Field Accesses: When the Operations Manager has determined that access to a leased area has deteriorated to a point it hinders the lessee from entering the leasehold, the Lessee may be required to restore that portion of the access within the leased area. In-kind services may be available if written approval is obtained from the Operations Manager prior to starting. The written approval must be signed by the Operations Manager and agreed to by the Lessee and shall include the location of the access indicated on a map, details as to what restoration is to be done and the materials required. The written approval must be submitted with the request for in-kind services in accordance with paragraph 5 below.**

4. **Additional Maintenance, Repair, Protection and Restoration: When it is determined to be in the interest of the Government to carry out additional work requirements including, but not limited to, soil and water conservation, fertilizer applications, and wildlife habitat improvements, the Lessee may be reimbursed for a portion of the costs of the in-kind services in lieu of cash rental to the Government as provided in the lease. Prior to proceeding with the work, any such agreement will be reduced to writing in the form of a supplemental agreement to the lease, unless otherwise provided for in these requirements. Detailed cost estimates for the work to be performed must be included in the supplemental agreement. Generally the Lessee will furnish labor, equipment and materials and will be reimbursed through in-kind services for cost approved by the Operations Manager as stated in paragraph 5 below.**

5. **Procedures for In-Kind Services to Insure Credit for Work Performed:**

a. The Lessee must obtain written approval from the Operations Manager prior to starting any in-kind services. The written approval must be signed by the Operations Manager and agreed to by the Lessee.

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

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

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

Bid Items

Shelby County, Lake Shelbyville, Illinois – Note that Pond Mowing, Clover Mowing and Food Plots are the acres located within 1 mile of the Ag Lease.

Item #	Description of Lease Fields	Approximate Acreage	Pond Mowing	Clover Mowing	Food Plots	In Kind Options Available
1	SHAFFER'S, part of Tract 132 approx. 2 miles NE of Shelbyville, in Sections 3, 4 and 10, T11N, R4E, Shelby County. Approx. 17 tillable acres, 7.9 acres buffer strips. No Public Access. Requires crop rotation schedule B, D or E.	24.9		1.6	3.0	1, 2, 5, 8, 9 & 10
2	DENHAM'S, part of Tract 528 and 529, approx. 5 miles NW of Windsor, Sec. 21, T12N, R5E. No Public Access. Approx. 17.1 tillable acres, 5.9 acres buffer strips. Requires crop rotation schedule B or D.	23				1, 2, 3 & 4
3	REES RIDGE, part of Tracts 650, 651 and 652 approx. 7 miles NW of Windsor, in Section 5, T12N, R5E. Public access is available. Total acreage includes 10.1 tillable acres, 8.0 acres buffer strips. Requires crop rotation schedule A or D.	18.1	0.5	1.5	1.25	1, 2, 3, 5, 8 & 9
4	REFUGE POINT, part of Tracts 625, 626, & 627, approx. 3 miles E of Findlay, in Section 1, T12N, R4E. Public access is not available. Total acreage includes 14.7 tillable acres, 8.8 acres buffer strips. Requires crop rotation schedule A or B.	23.5		1.0	5.0	1, 2, 3, 5, 6, 7 & 8
5	*WILBORN CREEK WEST, part of Tract 915 approx. 3.5 miles NE of Findlay, in Section 15, T13N, R4E. Public access is available. Total acreage includes 37.7 tillable acres, 6.0 acres buffer strips. Requires crop rotation schedules A on 10 acre portion, F on 27 acre portion.	43.7		5	1	1, 2, 3, 6 & 8
6	*SOUTH SAND CREEK, part of Tract 501, approx. 6 miles NW of Windsor, in Sections 19 and 20, T12N, R5E. Public access is available. Approx. 5.5 tillable acres, 5.4 acres buffer strips. Requires crop rotation schedule G.	10.9	0.7	0.7		1, 2, 3, 8 & 9

Item #	Description of Lease Fields	Approximate Acreage	Pond Mowing	Clover Mowing	Food Plots	In Kind Options Available
7	NORTH SAND CREEK, part of Tracts 524 and 525, approx. 5 miles NW of Windsor, in Section 17, T12N, R5E. Public access is available. Approx. 14.8 tillable acres, 2.7 acres buffer strips. Requires crop rotation schedule A or B.	17.5		0.4	0.7	1, 2, 3, 5, 8 & 10
8	WOLF CREEK ROAD, approx ½ mile east of Wolf Creek State Park in Section 5, T12 N, R5E. Public access is available. Approx. 17.7 tillable, 6.9 buffer stripes. Requires crop rotation schedules A & D.	24.5		1.7	1	1, 2, 3, 5 & 8

\*Note Item Nos. 5 & 6 requires planting a dove field every other year. Seed (to be determined prior to planting), fertilizer, and chemical for dove field establishment will be supplied by USACE (see requirements).

Moultrie County, Lake Shelbyville, Illinois - Note that Pond Mowing, Clover Mowing and Food Plots are the acres located within 1 mile of the Ag Lease.

Item #	Description of Lease Fields	Approximate Acreage	Pond Mowing	Clover Mowing	Food Plots	In Kind Options Available
9	BEAVER LAKE, part of Tract 1178, approx. 3 miles Southeast of Kirksville, in Section 33, T13N, R5E. Public access is available. Approx. 7.5 tillable acres, 2.2 acres buffer strips. Requires crop rotation schedule A or D.	9.7	.25	5.0	1.8	1, 2, 3 & 8
10	HIDDEN POND, part of Tracts 1274 and 1285. Approx. 0.5 miles NW of Bruce in Sections 35 and 36, T13N, R5E. Public access is available. Approx. 12.0 tillable acres, 4.8 acres buffer strips. Requires crop rotation schedule B or D.	16.8	1.5	3.2	7.0	1, 2, 3, 5, 6, 8 & 9
11	SOUTH CROOKED BRIDGE, part of Tracts 731-1, approx. 2 miles SE of Bruce in Section 6, T12N, R6E. Public access is available. Approx. 7.6 tillable acres. 0.5 acres buffer strips. Requires crop rotation schedule B or D.	8.1	1.7	1.2	2.0	1, 2, 3, 5, 8 & 9
12	NORTH CROOKED BRIDGE (WHITLEY BOTTOMS & MESSMORES). Part of Tracts 727, 729, 731-1 and 802. Approx. 2 miles SE of Bruce in Sections 5 and 6, T12N, R6E. Public access is available. Approx. 17.6 tillable acres. 0.9 buffer strips. Requires crop rotation schedule B or D.	18.5			5.0	1, 5 & 6
13	BAUMGARTNER'S, part of Tract 1261, approx. 1 mile NE of Bruce, in Section 31, T13N, R6E. No Public Access. Approx. 5.3 tillable acres, 1.2 acres buffer strips. Requires crop rotation schedule A or D.	6.5				1, 2 & 3
14	BRUCE EAST, part of Tracts 1265, 1267, 1273, approx. 2 miles NE of Bruce, in Section 36, T13, N5E. Public access is available. Approx. 20.4 tillable acres, 8 acres buffer strips. Requires crop rotation schedule B or D.	26.7				1, 2 & 3

Moultrie County, Lake Shelbyville, Illinois Public access is available.

Item #	Description of Lease Fields	Approximate Acreage	Pond Mowing	Clover Mowing	Food Plots	In Kind Options Available
15	BILL HORN, part of Tract 1217, approx. 3.5 miles SE of Sullivan, in Section 25, T13N, R5E. No Public Access. Total acreage includes 12.7 tillable acres, 4.4 acres buffer strips. Requires crop rotation schedule B or D.	17.1		0.5	2.0	1, 2, 3, 5 & 8
16	KIRKSVILLE ACCESS, part of Tracts 1007 & 1051, approx. 3 miles SW of Kirksville, in Section 30, T13N, R5E. Public access is available. Approx. 12.9 tillable acres. No buffer strips. Requires crop rotation schedule A or D.	12.9		2.7	3.2	1, 5, 6,7 & 8
17	WEST EDEN STREET, part of Tracts 1426, 1427, & 1428, approx. 4 miles NW of Kirksville, in Section 11, T13N, R4E. Public access is available. Approx. 16.9 tillable acres. No buffer strips. Requires crop rotation schedule A or D.	16.9				1 & 7
18	*WHITLEY CREEK DOVE, part of tracts 1253 & 1260, approx. 2 miles E of Bruce, in Section 31, T12N, R6E. Public access is available. Total acreage includes 18.3 tillable acres, 6.8 acres buffer strips. Requires crop rotation schedule G.	25.1				1 & 10

\*Note Item No. 18 requires planting a dove field every other year. Seed (to be determined prior to planting), fertilizer, and chemical for dove field establishment will be supplied by USACE (see requirements).

U. S. ARMY CORPS OF ENGINEERS  
ST. LOUIS  
LAKE SHELBYVILLE  
CHEMICAL USAGE WORK SHEET

PRE-USE PESTICIDE APPLICATION FORM

CONTRACT / LEASE NO. DACW43-\_\_\_\_\_ TRACT NO. \_\_\_\_\_

CONTRACTOR/LESSEE \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ST \_\_\_\_\_

Phone \_\_\_\_\_

APPLICATOR'S NAME \_\_\_\_\_ STATE LICENSE NO. \_\_\_\_\_

Address: \_\_\_\_\_ Category Title: \_\_\_\_\_

City: \_\_\_\_\_ ST \_\_\_\_\_ Date of Expiration: \_\_\_\_\_

Phone: \_\_\_\_\_

TARGET PEST \_\_\_\_\_

DESCRIPTION OF TREATED AREA \_\_\_\_\_

PESTICIDES (TRADE NAME) \_\_\_\_\_

FORM APPLIED \_\_\_\_\_

ACTIVE INGREDIENTS \_\_\_\_\_

EPA REGISTRATION \_\_\_\_\_ EPA CLASSIFICATION \_\_\_\_\_

(SINGLE WORD)

ADDITIONAL REMARKS \_\_\_\_\_

DISAPPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Operations Manager

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Operations Manager

\*Pesticides must be approved by the Lake Shelbyville Project Office before pesticides are applied.

APPENDIX A

APPENDIX B

ANNUAL PEST CONTROL PLAN

ANTICIPATED USAGE  
REPORT \_\_\_\_\_

ACTUAL USAGE REPORT \_\_\_\_\_

FIELD OFFICE: \_\_\_\_\_

DISTRICT: \_\_\_\_\_

CALENDAR YEAR: \_\_\_\_\_

DATE: \_\_\_\_\_

PAGE: \_\_\_\_\_

PESTICIDE TRADE NAME: \_\_\_\_\_

EPA CLASS: \_\_\_\_\_

EPA REGISTRATION NO: \_\_\_\_\_

TARGET PEST: \_\_\_\_\_

LOCATION DESCRIPTION: \_\_\_\_\_

TOTAL ESTIMATED  
QUANTITY: \_\_\_\_\_

TOTAL ESTIMATED  
ACREAGE: \_\_\_\_\_

PESTICIDE TRADE NAME: \_\_\_\_\_

EPA CLASS: \_\_\_\_\_

EPA REGISTRATION NO: \_\_\_\_\_

TARGET PEST: \_\_\_\_\_

LOCATION DESCRIPTION: \_\_\_\_\_

TOTAL ESTIMATED  
QUANTITY: \_\_\_\_\_

TOTAL ESTIMATED  
ACREAGE: \_\_\_\_\_

PESTICIDE TRADE NAME: \_\_\_\_\_

EPA CLASS: \_\_\_\_\_

EPA REGISTRATION NO: \_\_\_\_\_

TARGET PEST: \_\_\_\_\_

LOCATION DESCRIPTION: \_\_\_\_\_

TOTAL ESTIMATED  
QUANTITY: \_\_\_\_\_

TOTAL ESTIMATED  
ACREAGE: \_\_\_\_\_

PESTICIDE TRADE NAME: \_\_\_\_\_

EPA CLASS: \_\_\_\_\_

EPA REGISTRATION NO: \_\_\_\_\_

TARGET PEST: \_\_\_\_\_

LOCATION DESCRIPTION: \_\_\_\_\_

TOTAL ESTIMATED  
QUANTITY: \_\_\_\_\_

TOTAL ESTIMATED  
ACREAGE: \_\_\_\_\_

PESTICIDE TRADE NAME: \_\_\_\_\_

EPA CLASS: \_\_\_\_\_

EPA REGISTRATION NO: \_\_\_\_\_

TARGET PEST: \_\_\_\_\_

LOCATION DESCRIPTION: \_\_\_\_\_

TOTAL ESTIMATED  
QUANTITY: \_\_\_\_\_

TOTAL ESTIMATED  
ACREAGE: \_\_\_\_\_