

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Klamath Basin Area Office

LEASE OF LAND FOR AGRICULTURAL PURPOSES

THIS LEASE, made this _____ day of _____, 2019, in pursuance of the Act of Congress of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, acting by and through the Bureau of Reclamation, Department of the Interior, hereinafter styled the United States, and represented by the Area Manager, Klamath Basin Area Office, Klamath Falls, Oregon; and «FullName» hereinafter styled the lessee.

WITNESSETH, that in consideration of the rents and covenants herein contained, it is hereby mutually agreed by the parties hereto as follows:

DESCRIPTION OF LAND LEASED

1. Subject to the conditions hereinafter set forth, the United States does hereby lease to the lessee, for agricultural purposes, the following described premises in the State of California or Oregon to wit: «Area», Lot No. «Lot», shown on Bureau of Reclamation Drawing No. 12-201-5283 or 5491, containing«Acreage» acres, more or less, with privileges and appurtenances, subject however, to the exceptions and reservations set out in Article 5 herein.

RENTAL CHARGES

2. The lessee shall pay to the United States rental charges as follows: The sum of \$«Bid_Amount» for the period ending January 15, 2019, and the sum of \$«Bid_Amount» for each renewal or extension of the lease.

TERM OF THE LEASE

3. The lease of the premises described shall be for the period from the date hereof to January 15, 2019, inclusive, unless sooner terminated as hereinafter provided.

EXTENSION OF THE LEASE

4. (a) The term of the lease as set forth in Article 3 may be extended for successive additional periods of one year each, but not beyond October 31, «Expiration_Date», with prior written approval of the Bureau of Reclamation: provided, that the lease may be extended for additional successive periods of one year each for 1) up to five years from the above date if the lessee has achieved organic status as provided in Article 4(b); 2) up to three years from the above date for an approved summer flood fallow program as provided in Article 4(c); 3) up to one year from the above date if the lessee has an approved fall flooding program as provided in Article 4(d); or 4) up to ten crop years for laser leveling as provided in Article 4(e). The Bureau of Reclamation may condition its approval of the lease extension on acceptance of new or modified terms and conditions of the Lease. If an extension is approved, an advance payment as stated per Article 2 for the succeeding lease year must be paid in full and received no later than the date specified on the bill of collection evidencing approval to extend the lease (usually by January 15th). Receipt of the advance payment per Article 2 is lessee's agreement to the terms and conditions in any lease extension.

(b) To obtain the extension provided in Article 4(a)(1), the lessee must have achieved organic status on the entire lease premises and submitted a current organic certification compliant with the requirements of the USDA-National Organic Program and applicable state standards. Experimental leases, alfalfa, and grass hay fields are not eligible for this extension.

(c) To obtain the extension provided in Article 4(a)(2) the lessee must agree, as of the date of this lease agreement and any extension of the lease, to have an approved "summer" flood fallow plan. As a condition of

extension, the lessee must agree to flood the entire lot continuously, beginning immediately after harvest, for a period of time determined by the Area Manager, but no later than February 15 of the second year following the harvest. This extension is available only in lots with pre-existing infrastructure to accommodate flooding and water level manipulation. Water charges pursuant to Article 18 shall be waived during any flood following period, however the lessee would be required to pay all other charges (ie: rent) pursuant to this lease.

(d) To obtain the extension provided in Article 4(a)(3) the lessee must have an approved “fall” flood following plan. As a further condition of extension, the lessee must agree that the lot may be flooded, at the Area Manager’s discretion, in any year within the term of the lease from post-harvest to February 15. This extension is available only in Tule Lake lots with pre-existing infrastructure to accommodate flooding and water level manipulation.

(e) To obtain the extension provided in Article 4(a)(4), the lessee must comply with the requirements for laser leveling as provided in Article 18.

EXCEPTIONS AND RESERVATIONS

5. These are excepted and reserved from this lease:

(a) The right to take from said lands material for the construction of irrigation works, and to construct, operate, and maintain such works thereon.

(b) The right to prospect and carry on developments for oil, gas, coal, and other minerals, on said lands, under the Act of October 2, 1917 (40 Stat., 297), and the Act of February 25, 1920 (41 Stat., 437).

(c) The right to control public access for the purposes of recreation, such as hunting and fishing. The lessee will not be allowed to post the leased premises to prevent such activities.

REPAIRS

6. The lessee shall, at his/her own cost and expense, repair any damages to any Government-owned irrigation or drainage facilities located on or adjoining the lease premises, resulting from farming, irrigation, or drainage practices, and associated farming activities.

STATEMENT OF OPERATIONS

7. Before this lease is executed, and each year before consent to extension, as set forth in Article 4, the lessee must prepare an annual Statement of Operations, including information relating to the previous year's operations under this contract, and the coming year's operations, and submit it for the review and approval of the Area Manager.

The information relating to the previous year's operations will include a report of planting date, cultivar (variety), and crop yield in units of tons/ac, and harvest date. Additional information required includes: irrigation, tillage, burning, and fertilizers used on each crop grown on the lease, which will include specific fertilizer formulations, rates (reported in lbs/ac for each product), number of applications, total area treated on each crop, and cover crops. This report will be due upon lease renewal for which the Statement of Operations is due.

All of the lease premises must be planted to agricultural crops by **June 10**, unless approved in writing by the Area Manager. **Grain crops shall be grown to full maturity for grain or seed purposes and not harvested for forage or hay**, unless written authorization is obtained from refuge manager, *see General Condition 10k*. **No deliberate destruction of crops, premature harvesting, and/or fallowing of land is allowed, unless approved by the Area Manager. Further, harvesting methods in grain crops that do not reduce stubble height below 12-15” (e.g. stripper headers) are prohibited in harvesting operations, unless followed by mowing.** Field checks will be made to determine if crops planted are in agreement with the Statement of Operations.

The lessee will be notified within ten (10) days following the review if the Statement of Operations is not approved. If the Statement is not modified into an approved form within ten (10) days after notification, the United States reserves the right to not renew and to terminate the lease under Termination article.

Making false statements on the Statement of Operations is grounds for termination of the lease. The lessee must notify the Area Manager of any changes in lease operations. Field checks will be made to determine if crops planted are in agreement with the Statement of Operations.

FUEL STORAGE

8. All above ground tanks used on the lease premises shall be double-walled (meeting UL Label 142), equipped with automatic shut-off valves (Murphy SV-12), and reinforced (weather and chemical resistant) fuel lines. All tanks shall be maintained by appropriate measures and removed by **December 1** of each year this lease is in effect, or as directed by Area Manager.

PEST MANAGEMENT

9. The use of pesticides on land covered by this lease shall be in compliance with all applicable Federal and State laws, rules, and regulations, and any amendments thereto. Lessees may apply only pesticides that have been approved by the Department of the Interior. Application of pesticides shall be made in such a manner as to assure compliance with the manufacturer's instruction label and with approved pesticide use proposals. **As specified in the "IPM Plan for Leased Lands at Lower Klamath and Tule Lake National Wildlife Refuges" crop scouting is required prior to all pesticide applications. Crop scouting should be conducted by a licensed Agricultural Pest Control Adviser.** The term pesticide application refers, but is not limited, to the following application types: ground, aerial, chemigation, in-furrow, banded, and the planting of seeds treated with pesticide(s). For each pesticide (insecticide, fungicide, herbicide, etc.) application, the following information shall be submitted to the U. S. Fish and Wildlife Service, Klamath Basin NWR, Tulelake, CA, 96134, annually not later than November 15. The Pest Control Report shall include, but is not limited to, the following: 1) grower name, business address, and phone number; 2) crop, field location, and acres; 3) pesticide, rate (gal/treated acre), method and date of application; 4) additives (adjuvants, buffers, etc.) and amounts (pints/100 gallons; and 5) pest identification (insect, weed, disease, nematode, vertebrate, etc.), common name, and scientific name if known; **6) pest level or damage severity or preventative; 7) known economic/action thresholds; and 8) sampling date and procedures.**

All fields and crops will be subject to routine year around monitoring by Reclamation and U.S. Fish and Wildlife Service (Service) personnel and submission of false statements on Pest Control Reports are grounds for lease termination.

GENERAL CONDITIONS

10. In the use of the leased premises, in addition to the foregoing, the lessee agrees that:

(a) Lands covered by this lease are located within a National Wildlife Refuge and are subject to regulations of the Service as set forth in 50 CFR for management of National Wildlife Refuges.

(b) No unlawful business shall be conducted. The lessee shall comply with all local, State, and Federal laws, ordinances, and/or regulations.

(c) Subleasing of all or a portion of the leased premises may be allowed upon the written approval of the Area Manager. The sub-lessee shall agree, in writing, to the provisions of this contract. The lessee shall be responsible for the activities of the sub-lessee on the leased premises.

(d) The lessee shall be responsible for the activities of his/her employees, agents, and contractors working on the leased premises.

(e) All of the lease premises must be planted to agricultural crops by June 10, unless approved in writing by the Area Manager. **All grain crops shall be grown to full maturity for grain or seed purposes and not harvested for forage or hay unless written authorization is obtained from the Area Manager. A condition for grain hay approval is that 1 out of every 10 combine passes (10%) of the grain crop are left as un-manipulated standing grain. Grain crops must be planted by June 10th, and harvest may not occur until after July 15th.**

(f) Portable irrigation pumps, equipment, and appurtenances shall not be installed on any irrigation lateral or drain without approval from Tulelake Irrigation District for leases in the Tule Lake Lease Area or from the Area Manager for leases in the Lower Klamath (Area K) Lease Area. The lessee shall be liable for any damage to Government- owned structures resulting from the installation or use of any pumping equipment. **No earthwork or disturbance of any graveled road or dike will be allowed, unless approved by the Area Manager** A minimum

five (5)-foot horizontal setback must separate irrigation pumps, fuel tanks and bulk chemical storage tanks from the high water mark of any permanent or intermittent surface water resource such as but not limited to canals, drains, sumps, marshes or wetlands.

(g) No deliberate destruction of crops, premature harvesting, and/or fallowing of land is allowed, unless approved by the Area Manager.

(h) No earthwork or disturbance of any graveled road or dike will be allowed, unless approved by the Area Manager.

(i) Weeds, within each lease lot, both common and noxious, shall be controlled by the lessee at the lessee's expense in a manner satisfactory to the Area Manager.

(j) Grain stubble height must be reduced below 12-15" in harvesting operations, unless followed by mowing. Stripper headers are prohibited.

(k) All seed planted must meet the seed certification standards of Oregon and California regarding restricted and prohibited noxious weeds. Treatment of seed borne disease is optional.

(l) The dumping of cull potatoes and other waste on the leased premises is prohibited.

(m) The lessee shall, for the purpose of maintaining the crop history of the leased premises, annually report the crop acreage to the Farm Service Agency (FSA). Copy(s) of the report shall be submitted to the Area Manager two weeks prior to the end of the FSA reporting period.

(n) The lessee shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and instructions, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored or disposed of on or in lands, waters or facilities owned by the United States or administered by Reclamation. "Hazardous material" means any substance, pollutant or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 1901, et seq., and the regulations promulgated pursuant to that Act. The Lessee may not allow contamination of lands, waters or facilities owned by the United States or administered by Reclamation by hazardous materials, thermal pollution, refuse, garbage, sewage, effluent, industrial waste, petroleum products, mine tailings, mineral salts, pesticides (including, but not limited to, the misuse of pesticides), pesticide containers or any other pollutants, including treated grain spills and fertilizer. The lessee shall report to Reclamation, within 24 hours of its occurrence, any event which may or does result in pollution or contamination adversely affecting lands, water or facilities owned by the United States or administered by Reclamation. Violation of any of the provisions of this Condition shall constitute grounds for immediate termination of this contract and shall make the lessee liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation. The lessee agrees to include this Condition in any sublease or third party contract entered into pursuant to this lease.

(o) The lessee shall obtain Service authorization to conduct certain field operations during specific periods of the year as follows:

- (1) **Post-Harvest until February 15th: field work, including tillage operations.**
- (2) **Post-Harvest until February 15th: planting of fall/winter planted crops (e.g. winter wheat, triticale, etc.), in Tule Lake lots with pre-existing infrastructure to accommodate flooding and water level manipulations.**
- (3) **April 1st through July 15th: All hay cutting equipment must include flushing bars. In addition lessees should: a) harvest the field from the inside outward using a back and forth cutting pattern, b) drive at reduced speeds, c) save fields closest to wetlands or standing water for last, d) raise the cutter bar by 3", and e) angle the cutter bar upwards.**

(p) September 1st through July 15th. All bird dispersal techniques (hazing) are prohibited on the refuge, including but not limited to: pyrotechnics, propane cannons, shotguns, lasers, and broadcast calls/sounds. Vehicles (e.g. ATVs, aircraft, drones, model airplanes, vehicles, etc.) may not be used on the refuge for purposes of bird dispersal. The following visual deterrent techniques may be utilized: Mylar tape,

predator silhouettes, scarecrows, and flags. Between July 16th and August 31st, hazing of blackbirds is permitted using propane cannons, ATVs, vehicles, and scare cartridges including: blanks, shellcrackers, whistlers, screamers, and bangers. Scare cartridges that include tracer effects or other visual effects are not permitted.

(q) Planting and cultivation of genetically engineered crops, also commonly known as genetically modified crops, is not permitted without prior written authorization from the Service, Southwest Pacific Region, Assistant Regional Director-National Wildlife Refuge System. For the purpose of this contract genetically engineering crops are defined as any plants that have been genetically modified using recombinant DNA technology.

(r) Water levels in drains are not maintained for pumping irrigation water and any pumping from the drain by the lessee is at the lessee's own risk.

(s) Carcass of domestic animals shall be removed from Refuge within 48 hours of death or knowledge of death.

(t) Many lots are known to be infested with barley root knot nematode, *Meloidogyne nassi*. Crop rotation must be followed on the above leased premises which will avoid the production of host crops. Host crops include wheat and barley and must not be planted on any portion of the lot for more than two (2) consecutive years. The requirement for planting a non-host rotational crop, row crops or nematicidal oat cultivars, for suppression of barley root knot nematode in susceptible small grain crops may be waived if the following condition is met on an annual basis: the absence of barley root knot nematode in barley or wheat is documented by an annual comprehensive soil testing program, or crop scouting to identify infested fields using a field bioassay technique.

(1) Soil Testing - soil samples will be collected by a third party designated by the Reclamation lease land manager and Refuge IPM specialist. The third party will collect a composite soil sample from each quadrant of a lease land lot within 1 month following harvest. A composite sample will consist of a minimum of 100 core samples collected to a depth of 1-foot using a standard soil probe. Each core will be collected randomly from throughout the quadrant. Composite soil samples are to be thoroughly mixed from which 1 pint of soil will be submitted to a laboratory designated by Reclamation and the Refuge for analysis. Excess soil will be saved for future testing if deemed necessary by Reclamation and the Refuge. A report for each soil sample will be submitted to the Area Manager verifying presence or absence of barley root knot nematode.

(2) Field Bioassay – lease land lot will be scouted annually for field symptoms of barley root knot nematode by a third party designated by the Reclamation lease land manager and the Refuge IPM specialist. The third party will be trained in field identification of barley root knot nematode and associated crop symptoms. The third party will thoroughly scout each lot using standard scouting techniques up to three weeks prior to harvest. Soil and root samples will be collected from sites where crop growth and development indicate the presence of barley root know nematode and inspected for root galls typically associated with root knot nematodes. A report for each lease land lot will be submitted to Reclamation and the Refuge verifying the presence or absence of barley root know nematode.

(u) Tare soil from potato sheds shall not be returned to any lease land administered by Reclamation. Tare soil from sheds handling potatoes grown on the lease premises must be disposed of in accordance with County and State regulations.

TRANSFER OF LEASE

11. Transfer of the lease may be made only upon the written consent of the Area Manager and upon payment of a \$200.00 transfer fee to the United States.

TERMINATION OF LEASE

12. This lease shall terminate and all rights of the lessee hereunder shall cease, and the lessee shall quietly and peaceably deliver to the United States possession of the leased premises in like condition as when first occupied, reasonable wear and damage by the elements excepted:

- (a) At the expiration of the term as provided by Articles 3 and 4; or,
- (b) Without notice, upon default in payment to the United States of any installment of rental charges as provided by Articles 2 and 4; or,
- (c) On January 15, of any year, upon written notice to the lessee, served thirty (30) days in advance thereof; or,
- (d) After failure of the lessee to observe any of the conditions of this lease contract and/or referenced exhibits, and on the tenth day following service of written notice on the lessee of termination because of failure to observe such condition.
- (e) As may be required by the Service pursuant to a determination made in accordance with the Kuchel Act and/or National Wildlife Refuge System Administration Act, as amended. Such termination may be avoided if the lessee agrees to terms and conditions satisfactory to the Area Manager and consistent with the Service's determination.

The notices provided by this article shall be served by certified mail addressed to the respective post office addresses given at the foot of this lease, and the mailing of any such notice properly enclosed, addressed, stamped, and certified, shall be considered as service. If the termination under Article 12.(c), Article 12.(d), or Article 12.(e) should be effective at a date prior to the date of the termination of the then current lease or extension, for which prepayment of rental shall have been made, an appropriate refund (as conclusively determined by the Secretary of the Interior or a representative) or part of the rental for such then current lease or extension may be made.

If this lease contract is terminated under Article 12.(d), the United States reserves the right to bar the lessee from leasing public land in the lease lands for a period of time, as determined by the Area Manager.

INSUFFICIENT SUPPLY OF WATER

13. In the event there is an insufficient supply of water available, irrespective of cause, to the Lease Lands on Lower Klamath and/or Tule Lake National Wildlife Refuges, based on notification by Reclamation, the lessee must provide to the Area Manager written notification, from the irrigation or drainage district in which the lease lot(s) are located, stating that irrigation water will be provided to the lease in question or demonstrate that sufficient soil moisture is available for crop establishment, before stubble burning or tillage will be allowed.

FIRE MANAGEMENT

14. All fire management activities shall comply with all federal, state, and local laws, rules and regulations governing the burning of crop residues. Agricultural burning is contingent on soil moisture, Klamath Project irrigation water availability and Service authorization. In addition, agricultural burning must be in accordance to the following conditions:

(a) Only qualified contractors will be utilized to implement burning of crop residue on Service managed land. Contractor personnel will meet standards identified in the National Wildfire Coordinating Group publication PMS-310-1 National Interagency Management System Wildland Fire Qualifications Guide. Contractors must provide proof of qualification and fitness levels by submitting a copy of the Incident Qualification Card (Red Card) for all personnel to the Service Fire Management Officer.

(b) Lessee will be responsible for all costs associated with hiring a contractor.

(c) A Burn Plan must be completed for all prescribed burning of crop residue. Burn Plans must meet the standards identified in The Interagency Prescribed Fire Planning and Implementation Procedures Reference Guide. Lessee is responsible for all costs associated with developing a draft Burn Plan. Multiple field units may be covered by one burn plan. Draft Burn Plans must be submitted to the Service Fire Management Officer for review and approval.

(d) The lessee or contractor must complete a written draft Smoke Management Plan and submit it to the appropriate county Air Pollution Control District for approval. Contractors must ensure that Burn Day guidance and

stipulations of the Smoke Management Plan are followed.

(e) Contractors shall provide all personnel, equipment, fuel and supplies needed to implement a burn, including any contingency resources required by the Burn Plan.

(f) Contractors shall only burn crop residue within the immediate harvested field. All requests to burn ditches or berms must be submitted to and approved by the Refuge Fire Management Officer.

(g) Contractor must have direct radio communication with Modoc Interagency Command Center. Contractors shall notify Modoc Interagency Command Center when initiating ignition and again when burning is complete. Burning must be completed during Modoc Interagency Command Center normal business hours.

(h) Contractor must abide by any national, regional or local prescribed fire moratoriums or restrictions.

(i) Contractor will notify Service Fire Management Officer prior to igniting any unit. Service Fire Management Officer in consultation with the Service Project Leader will have go/no-go authority. In addition, any approvals required by this Article 14 shall be obtained prior to any burning taking place.

(j) Contractor must notify Service Fire Management Officer immediately in the event of any escapes.

(k) Lessee is responsible for any escapes from their leases to other lands and may be responsible for any suppression or damage costs.

COVENANT AGAINST CONTINGENT FEES

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

OFFICIALS NOT TO BENEFIT

16. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the contract be for the general benefit of such corporation or company.

HOLD HARMLESS AGREEMENT

17. The United States, its officers, agents and employees and its successors and assigns, shall not be held liable for any claims arising from failure to identify any or all existing conditions or problems on the leased premises. Prior to bidding, the lessee is expected to make an onsite inspection to determine the conditions and the problems on the leased premises. Also, the United States, its officers, agents and employees, and its successors and assigns shall not be held liable for damages because irrigation water is not available or because of an inability to drain the leased premises in a timely manner. The lessee hereby agrees to indemnify and hold harmless the United States, its officers, agents and employees, and its successors and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the lessee's activities under this agreement.

OTHER STIPULATIONS

18. The attached statement marked Exhibit A entitled, Special Lease Area Stipulations, is by reference incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

THE UNITED STATES OF AMERICA

By _____
Deputy Area Manager, Klamath Basin Area Office
Bureau of Reclamation
6600 Washburn Way
Klamath Falls, Oregon 97603

LESSEE

By _____
«FullName»
«Address», «City_State_ZIP»
«Phone»

SPECIAL LEASE AREA STIPULATIONS
Lower Klamath (Area K) Lease Area (Oregon):
(Grain Lease)

18. The following agricultural practices must be strictly observed on lands covered by this lease:
- (a) The leased premises must be managed for small grain production (e.g., wheat, barley, or oats). There shall be no deviation from this requirement without prior written approval of the Area Manager.
 - (b) Row crops may not be grown on the leased premises.
 - (c) Livestock grazing is not permitted.
 - (d) Irrigation Water:
 - (1) The water service charges of Klamath Drainage District are a portion of the lease rental and will be paid by the United States out of this rental.
 - (2) Reclamation will handle all deliveries of irrigation water to the leased premises and all draining of the leased premises. All requests for irrigation water or draining must be directed to Reclamation office in Klamath Falls, Oregon. The lessee shall not adjust any water control gates or valves leading to or within Lease Area K.
 - (3) The lessee may flood the leased premises or use other means of quackgrass control provided such activities do not conflict with adjoining land uses and the irrigation system is adequate to deliver sufficient water for flooding, as determined by the Area Manager. If the leased premises are flooded for one year, the lessee shall be expected to pay the normal rental shown in Article 2 for that year.
 - (4) Generally, the lots in Area K are pre-irrigated in the fall and winter. The United States schedules the pre-irrigation and the spring draining of these lots. If the lessee desires to pre-irrigate or drain at a different time, it must be scheduled with the Area Manager. A different schedule will only be approved if such delivery does not conflict with Reclamation and/or Service activities, as determined by the Area Manager.
 - (5) Lots in Area K shall not be irrigated other than pre-irrigated as provided in Article 18(d)(4), except at the sole discretion of the Area Manager. The system of canals and drains and the condition of the soils in Area K precludes such irrigation.
 - (e) All machinery, farm equipment, litter, and harvested crops must be removed from the leased premises by December 1 each year, other than the last year of the lease. For the last year of the lease, removal must be complete by October 31, unless written authorization is granted by the Area Manager. If these items are not removed from the leased premises by the above dates, the lessee will be held responsible for all costs of removal incurred by the Reclamation. The lessee will be barred from future leasing until all costs, so incurred are paid by the lessee.
 - (f) The lessee, its employees, and contractors shall use only authorized access routes and authorized access points to the leased premises. These routes and points are shown on Reclamation Drawing No. 12-201-5283. The use of any other access routes, other access points, or driving up and down banks, is not allowed without written approval of the Area Manager. All road signs shall be obeyed.
 - (g) An operation and maintenance (O&M) right-of-way, 10 feet wide, is reserved around the perimeter of the leased premises. The United States, its officers, agents and employees, and its successors and assigns shall not be liable for damages to crops, equipment, or other property located within the O&M right-of-way.

- (h) To the extent any provision of this article conflicts with any other provision of this lease, this article takes precedence.

Lessee's Initials

SPECIAL LEASE AREA STIPULATIONS
Lower Klamath (Area K) Lease Area (Oregon):
(Hay/Pasture Lease)

19. The following agricultural practices must be strictly observed on lands covered by this lease:
- (i) The leased premises must be managed for grass hay and pasture production. There shall be no deviation from this requirement without prior written approval of the Area Manager.
 - (j) Field work is not authorized during April 15 through May 31 of each year.
 - (k) Waterfowl shall not be herded or harassed from January 1 to April 30.
 - (l) Irrigation Water:
 - (6) The water service charges of Klamath Drainage District are a portion of the lease rental and will be paid by the United States out of this rental.
 - (7) Reclamation will handle all deliveries of irrigation water to the leased premises and all draining of the leased premises. All requests for irrigation water or draining must be directed to Reclamation office in Klamath Falls, Oregon. The lessee shall not adjust any water control gates or valves leading to or within Lease Area K.
 - (8) Irrigation water will not be delivered to these lots from April 15 through May 31 of each year.
 - (9) Generally, the grass lots in Area K are irrigated in the late spring and summer. The United States schedules the initial irrigation during June. If the lessee desires to irrigate or drain at a different time, it must be scheduled with Reclamation. A different schedule will only be approved if such delivery does not conflict with Reclamation and/or Service activities, as determined by the Area Manager.
 - (m) Grazing of Livestock:
 - a. A grazing Statement of Operations (Grazing Plan) must be approved by the Area Manager each year prior to grazing. The Statement of Operations shall include, but not be limited to: dates of use, type of livestock, and numbers of livestock which the lessee proposes to graze on the leased premises. Approval of the Grazing Plan will be based on grazing that does not damage the resource value of the land as determined by the Area Manager. If livestock owned by persons other than the lessee are to graze the leased premises, the lessee shall supply to the Area Manager, prior to grazing, the following information: name, address, phone number of the livestock owner, and brands on the livestock. Such livestock shall remain under the care, control or possession of the lessee.
 - b. Grazing will only be allowed during the period of July 1 through November 15 of each year. Area Manager reserves the right to extend grazing period as deemed appropriate.
 - c. In order to protect crops and property of other lessees and private landowners and the property of the United States, no livestock owned by or in the care, control or possession of lessee shall be permitted to run at large at any time. Ditches and drains cannot be used as barriers to maintain livestock on the leased premises. If the leased premises are not completely fenced, a herder must be present at all times.
 - d. Lessee hereby accepts financial responsibility for all livestock, whether owned by or in the care, control or possession of lessee, that lessee may place on the leased premises should said livestock cause

damage to any crops or real property of others or to the real property or facilities of the United States.

- e. Presently, some of the lots in Area K do not have fences. Written approval from the Area Manager must be obtained prior to installation of fencing. Reclamation will supply fencing materials, as available, for the lessee to use in permanent fencing of the leased premises. Fences constructed with the Bureau of Reclamation materials are the property of the United States and shall not be removed from the premises. All fences located on the leased premises shall be maintained by the lessee if, livestock is grazed on the premises.
- f. Grazing of the leased premises by livestock owned by persons other than the lessee will not be considered subleasing if the hay crop has been harvested by the lessee during the contract period.
- g. Stockwater for livestock may or may not be available. If water is not available, it will be the responsibility of the lessee to secure such water. If water is made available for livestock, Reclamation will provide a spigot near the irrigation turnout and the lessee must provide a water trough, unless exempted by Area Manager.
- h. In order to prevent leased premises from becoming a feed lot, supplemental feeding of livestock is not permitted without written permission from the Area Manager. Cattle treated with Famfur (Warbex) within 3 months prior to entering specified grazing unit are prohibited.
- (n) All machinery, farm equipment, litter, and harvested crops must be removed from the leased premises by December 1 each year, other than the last year of the lease. For the last year of the lease, removal must be complete by October 31, unless written authorization is granted by the Area Manager. If these items are not removed from the leased premises by the above dates, the lessee will be held responsible for all costs of removal incurred by Reclamation. The lessee will be barred from future leasing until all costs, so incurred are paid by the lessee.
- (o) The lessee, its employees, and contractors shall use only authorized access routes and authorized access points to the leased premises. These routes and points are shown on Reclamation Drawing No. 12-201-5283. The use of any other access routes, other access points, or driving up and down banks, is not allowed without written approval of the Area Manager. All road signs shall be obeyed.
- (p) An operation and maintenance (O&M) right-of-way, 10 feet wide, is reserved around the perimeter of the leased premises. The United States, its officers, agents and employees, and its successors and assigns shall not be liable for damages to crops, equipment, or other property located within the O&M right-of-way.
- (q) To the extent any provision of this article conflicts with any other provision of this lease, this article takes precedence.

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SPECIAL LEASE AREA STIPULATIONS

Tule Lake Lease Areas:
Sump 2, Sump 3, and Area's J & N

20. (a) Tule Lake Sumps 2, 3, and Westside Improvement District are reserve sumps of the Klamath Project. The reserve sumps, and the agricultural leases situated therein, are subject to inundation for flood control purposes during periods of high runoff. The Area Manager will determine when the reserve sumps are to be utilized for flood control purposes and the decision shall be final. The United States shall not be liable for any injuries to persons or damage to crops, equipment, or improvements resulting from actions of the United States requiring utilization of these sumps for flood control purposes.

(b) Livestock grazing is not permitted except as provided by Article 18(j).

(c) Irrigation Water: The lessee is responsible for the water service charges of Tulelake Irrigation District, except during years with approved summer flood-following as provided by Article 4(c). These charges will be collected by the District. If the lessee does not pay all water charges plus penalties by June 1 of each year, this lease shall be subject to termination under Article 12(d) of this contract.

Lessees irrigating after November 1 of each year shall obtain authorization from the Service prior to the irrigation of any portion of the leased premises. A one (1) year lease extension is available as provided in Article 4.

(d) All machinery, farm equipment, litter, and harvested crops must be removed from the leased premises by December 1 each year, other than the last year of the lease. For the last year of the lease, removal must be complete by October 31, unless written authorization is granted by the Area Manager. Any storage of pipe or parking of equipment outside of the lease lot will be limited to pre-approved, concise locations; pipe must be stacked in a neat manner.

If these items are not removed from the leased premises by the above dates, the lessee will be held responsible for all costs of removal incurred by the United States. The lessee will be barred from future leasing until all costs so incurred are paid by the lessee.

(e) The following agricultural practices must be strictly observed on lands covered by this lease:

(1) Row crops may not be grown on more than _____ acres of the leased premises. The lessee will be required to plow under any crop in excess of this acreage. The only row crops which may be grown are potatoes and onions, any other row crop requires approval by the Area Manager.

(2) Outlet valves on subsurface drains must be opened after each irrigation is complete (for location of subsurface drains, contact Reclamation or Tulelake Irrigation District).

(3) Surface drainage water shall not be discharged into drains in a manner which will result in excessive silting of the drains.

(4) All consolidated leases (those containing three or more new lots) must complete grain harvest and remove all equipment to allow for flooding by September 15, except when it's mutually agreed that row crop would be affected. All row crop acreage must be consolidated to allow for flooding.

(5) Lot B-3 is reserved for grass hay production only.

(f) Irrigation water from the N-16-b canal is not available to Lot 401 within Area J, although lessee may pump water from the 100 Drain.

(g) Commercial access through the Lava Beds National Monument (Monument) is prohibited. Vehicle use within the Monument is limited to designated routes only. Use of unauthorized routes and off road vehicle use are

subject to citation by Monument personnel.

(h) A hunter parking area is located in the southeast corner of Lot 23, Sump 3. The dimensions of this parking area are approximately 200 feet wide by 200 feet long. The parking area is not within the boundary of the leased premises.

(i) Nematode Controls: All equipment coming into and leaving the Tule Lake lease lands must be thoroughly washed. Washing facilities are provided at the following locations: Sump 2: Q-Canal headworks (along Hill Road) and near the English Channel Bridge; Sump 3: entry points at Pump R, County Line Road, Pump 5, and N-15a Canal headworks; Area J: near Pump B along County Road 120.

(j) Alfalfa leases:

(1) With prior approval of the Area Manager, the lessee may have the alfalfa portion of the lease grazed to aid in the control of rodents. The grazing is restricted to only sheep and only during the period of November 1 through January 15. This provision applies specifically to the alfalfa leases.

(2) Trailing sheep outside lease lot is prohibited, unless approved by Area Manager.

(3) Alfalfa Flaming: Lessees will notify the Service Fire Management Officer of any alfalfa flaming operations (530) 667-8304. During declared Fire Season, Modoc Interagency Command Center will need to be notified of any flaming operations. Lessees may call the center directly (530) 233-8880 or relay the information through the Service Fire Management Officer (530) 667-8304. The Service may restrict flaming operations during periods of critical fire weather conditions.

(4) Planting, or growing, of alfalfa crops is not allowed on lots with pre-existing infrastructure to accommodate flooding and water level manipulations, unless approved by the Area Manager.

(k) To the extent any provision of this article conflicts with any other provision of this lease, this article takes precedence.

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