**EXHIBIT C: Maintenance Plan**

**Purpose**

The NPS has set forth conditions in this Lease with the intention of protecting the environment, soils, and streams. These elements will take precedence over enhancing yields if such enhancement methods may cause any adverse effect to the resources.

**Natural Resource Protection**

The presence of any federally or state-listed endangered, threatened, or rare species or important habitat for such species is noted on the attached field map.  Impacts on these areas must be avoided.

**Crop Plan**

This plan is for the purposes of haying of designated fields (see attached map). Removal of hay rolls from fields shall be by tractor to truck, to minimize any rutting or damage to park fields.

**Soil Amendments**

The NPS will provide lime amendments during the lease term (5 years) as able each year during the Fall season.  Nothing in this lease shall require the NPS to expend funds that are unavailable due to budget restrictions.

The Lessee may provide granular potassium amendments coordinating with the Lessor prior to application.

Lessee is responsible for any additional soil amendments and must be approved by Lessor.

**Field Border/Filter Strips**

Established turf perimeters will not be mowed.

Perimeter boundaries are to be protected from damage by farm equipment and traffic.  They are not to be used as roadways. Perimeter turf boundaries are not to be damaged with chemicals or tillage implements.

Damage caused by erosion or lack of seedling vigor is to be repaired by grading and shaping, as directed by the Superintendent, upon completion of necessary compliance, and by reseeding any area with less than 60% cover.

**Equipment Storage**

The overnight storage of equipment shall be in those areas designated by the Resource Manager.  Storage of equipment will only be allowed while maintaining or harvesting fields.  The government assumes no liability for loss or damage to equipment due to improper storage, lack of protection from the elements, or any other cause whatsoever.

**Compliance with Laws and Regulations**

The Permittee shall comply with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the said premises are located, with regard to construction, sanitation, licenses, permits to conduct business, and all other matters.

Nothing in these conditions shall be construed to prevent the enforcement of the provisions of the regulations of the NPS or any other regulations applicable to park lands. Representatives of the Superintendent have authority to enter upon the land for the purpose of enforcing conditions of the Lease and to enforce laws and regulations applicable to the Park.

All Park regulations must be adhered to. The digging and/or removal of any historic relic or other object of antiquity is strictly prohibited. Any object of antiquity unearthed or otherwise found must be left in place, protected, and immediately reported to the Park's Resource Manager so that it may be properly protected.

There shall be no disturbance of the surface of the land, except as permitted for agricultural purposes, including but not limited to filling, excavating, removing topsoil, sand, gravel, rocks or minerals, building roads, draining wet areas, or changing the topography of the land in any manner, nor shall any vegetation, including but not limited to brush and trees, be removed, except with the prior authorization of the Superintendent or as provided for in this permit.

**Sanitation**

The Lessee shall not discharge waste or effluent on the permitted property or manner that will contaminate streams or other bodies of water or otherwise become a public nuisance.

The dumping of trash or other unsightly materials in the park or the keeping thereon of junked or wrecked vehicles, inoperative farm equipment, or similar items is prohibited. The Lessee shall dispose of brush and other refuse as directed by the Superintendent.  No sign, billboard, or advertisement shall be displayed or placed in the Park, except with permission of the Superintendent.

**Lessee Access**

Access to fields is noted on the attached map. The use of any other access road or roads into the Premises must be approved in advance by the Resource Manager.  Any gates that serve only the Lessee’s fields must be kept closed and locked at all times, and care must be taken to ensure that unauthorized persons do not enter the Park during closed hours. After obtaining permission from the park, the Lessee may place a personal lock, interlocked with the Park lock, on Park gates which only serve the Lessee’s fields.  The Lessee may only work the fields during daylight hours.

**Public Use**

Members of the general public are granted rights of access to these lands. Lessee’s use of the land is subject to the right of the NPS to establish trails, roads, and other improvements on or through said premises.  Every effort will be made by the NPS to avoid undue interference with use of the land by the Lessee for the purpose intended under the Lease.

**Prohibition of Other Uses**

This Lease is for haying alfalfa only.  No special tenant privileges relating to hunting, fishing, camping, or other recreational use apply under the terms of this Lease.

No commercial activity such as selling of baled hay may take place on National Park Service property.

**Agricultural Chemical, and/or Fertilizer Application**

Use of Agricultural Chemicals must be submitted to Lessor for written approval prior to use. The Lessee shall provide Lessor a copy of all agricultural chemical labels and Material Safety Data Sheets (MSDS) for any proposed chemical use on the leased property.

1. The Lessee shall ensure that all agricultural chemicals are stored and handled in accordance with all applicable laws and regulations, and in a manner that minimizes the risk of contamination or harm to the environment, wildlife, or human health. The Lessee shall be liable for any fines, penalties, or damages resulting from the improper use, storage, or handling of agricultural chemicals.
2. The Lessee shall promptly notify the Lessor of any spills, leaks, or other incidents involving agricultural chemicals on the Premises, and shall take all necessary measures to mitigate the effects of such incidents.
3. The Lessee shall be responsible for any damage caused to the leased property or neighboring properties, including soil, water, or air pollution, resulting from the use of agricultural chemicals
4. The Lessee shall indemnify and hold harmless the Lessor from any claims, damages, or liabilities arising from the use, storage, or handling of chemicals on the Premises.
5. The Lessor reserves the right to inspect the Premises at any time to ensure compliance with this stipulation regarding agricultural chemical use.
6. Lessor must approve any agriculture chemical use and application prior to use.
7. Chemical application must remain, at a minimum, 30 feet from the fence line of the Prairie at outlined in the Premises Map.

**Fire Prevention**

The Lessee and his employees shall take all reasonable precautions to prevent forest, brush, grass, and structural fires.  All internal combustion engines shall be equipped with spark-arresters or mufflers to prevent grass fire hazards. All fires (forest, brush, grass, structural) shall be reported immediately to the Park Superintendent or his representative.

**Reporting**

The Resource Managershall be the Administrative Officer regarding all activities under this permit. The representative may be reached at office: 319-643-7850 / Anthony\_Cappel@nps.gov

Any accidents shall be reported immediately Anthony Cappel at the phone number above.

Lessee agrees to complete the Annual Crop Yield and forward it to the Park representative by December 1 of each year.

**Revocation or Modification**

The right is reserved by the Government to adjust the acreage and/or conditions, as specified in the Lease, annually. The Lessee agrees to vacate within 30 days any portion of the land under the Lease whenever given a written notice by the Superintendent, when he deems it advisable and in the interest of the Government. Under those conditions, any fees paid or costs for seed, lime and fertilizing applied by the Lessee for the calendar year will be prorated and refunded to the permittee.

***Additional park specific conditions***

1. Lessee agrees to require any duly approved sub-lessee (s) to sign the attached hold-harmless statement that acknowledges the assumption of risk during haying operations while in the Park.  The Lessee agrees to provide the Superintendent with copies of the signed hold-harmless statement prior to the sub-lessee (s) beginning any haying operations within the park.

1. Daily operations may be stopped due to weather or other unforeseen circumstances at the discretion of the Superintendent or their designee.  It is the Lessee or the duly approved sub-lessee(s) responsibility to check in and out of the Park on a daily basis with the primary NPS Park staff contact.

1. Each duly approved sub-lessee will need to:  1) provide a certificate of liability insurance that names the United States of America as additionally insured and 2) sign the hold harmless statement prior to start of the project.  The Lessee will provide the Park with copies of the certificate of liability insurance and signed hold harmless statement prior to the start of the project.

1. All haying will be conducted during the appropriate season by vegetation type in identified fields per attached map.  All fields will be mowed in a manner to maintain uniformity of appearance and in such a manner that resource damage does not occur, for example rutting due to wet conditions, disturbance of soil, compaction, creation of roads, damage to cannons or fences, etc.

1. Prior to entrance into the Park, all equipment and vehicles will be cleaned of all plant and soil materials to prevent introduction of weeds into the park.  Equipment will be inspected by NPS Park staff prior to the commencement of haying operations.

1. Agriculture equipment for haying will include tractors, hay rakes, round or square hay balers, etc.  Agriculture equipment will only be used when ground conditions permit so that ground disturbance will not occur, as determined by NPS Park staff.

1. Hay will not be stored in any field.  Hay will be promptly removed after being baled.

1. Hay will be removed from fields on trailers that do not exceed 28 feet in length, and with 1-ton or less trucks.  At no time will semi-trucks and trailers be allowed on any field.

1. At no time will any machinery and/or equipment be left within public view except during the actual haying operations.  If haying operations are interrupted by weather for more than 24 hours, all equipment will be moved from public view.  Staging sites are identified on the attached map. However, additional sites will be determined by NPS Park staff, as needed.

1. Haying operations are authorized to be conducted only during daylight hours when the Park is open.  Operations are limited to the hay fields as outlined in maps provided

1. Duly approved sub-lessee (s) will check in with, and follow the directions of, the NPS Park staff prior to beginning haying operations to obtain the latest safety and Park operations information.

1. Prescribed fire may occur on adjacent wooded areas, it is the Lessee’s or duly approved sub-lessee(s) responsibility to ensure that all equipment and hay bales are located securely away from risk of fire.

1. Lessee and duly approved sub-lessee(s) are responsible for ensuring the safety of visitors from their operations while in the Park.

1. All equipment and hay will be removed from the Park upon completion of the final bale. There will be no storing of equipment from one cutting to the next.

1. The Superintendent retains the discretionary authority to modify the Maintenance Plan at any time.