

SPECIFICATIONS AND TERMS FOR LEASING AGRICULTURAL LAND
DIVISION OF FISH AND WILDLIFE

The Division of Fish and Wildlife will lease agricultural lands, subject to the following conditions:

- 1) The Division reserves the right to cancel this lease on January 31 of each year by written notice, given at least 60 days prior to cancellation, for non-performance of the contract. This lease shall not be subject to subleasing on the part of the lessee.
- 2) Term of lease: **3 (three) crop seasons, beginning on _____** and automatically terminating without written notice by the Division of Fish and Wildlife on December 31, 20___. The Division reserves the right to extend this lease for additional crop seasons.
- 4) Fields with approximate acreage (_____ acres) that are covered by this lease are outlined on the attached maps. The Division does not guarantee the exact acres of land for lease. Vehicle and equipment access to these fields are only permitted through the gated internal roads or specific field entrances indicated by red-painted posts.
- 5) Corn, sorghum or soybeans will be grown at the discretion of the lessee. Double cropping of small grains may be permitted on some of the fields covered by this lease; however the lessee must receive written permission from the Division prior to planting a second crop in any year covered by this lease. The lessee is cautioned that wintering waterfowl may damage winter grains.
- 6) The lessee is required to leave a portion (at least 20%) of the crops unharvested as a winter food source for wildlife consisting of _____ productive rows of corn or a _____ foot wide strip of soybeans or sorghum which shall be left along the edges of all fields covered by this lease. In addition strips and blocks of unharvested grain might be requested within the middle of the field. These crops must be left along the entire perimeter of each field including those where food and cover plantings, hedgerows, or fields planted with small grains have already been established by the Division (**See attached map indicating where crops should be left.**) Crops left in the field after combining by mechanical picker will not be removed. The Lessee shall notify the Regional Wildlife Manager when the Lessee anticipates harvesting crops so that they can agree upon the location of standing crops and so management activities can be scheduled to both minimize conflicts with the harvesting practices as well as to maximize wildlife management activities.

- 7) The Division reserves the right to prohibit the use of certain agricultural pesticides on their lands. Currently all forms (liquid or granular) of carbofuran (Furadan) are prohibited on Division lands. The Regional Wildlife Manager will inform the lessee of any other restricted compounds. In addition, the Lessee may be requested to submit a listing of pesticides used and when pesticides will be or were applied on Division lands. Violations of Federal or State pesticide regulations shall be a condition to cancel the lease.
- 8) The Division reserves the right to restrict the planting of specific genetically engineered crops. Although not restricted, the Lessee must obtain prior approval from the Regional Wildlife Manager before planting any form of "Bt Corn".
- 9) The lessee will be required to apply lime at sufficient rates to maintain soil PH of 5.8 - 6.5, to be monitored annually by the Lessee through soil sample analysis. Fertilizer will be applied at an equal rate on both croplands to be harvested by the lessee and those left unharvested for the Division. The Lessee must submit a soil test report of all fields to the Division annually. Lime and fertilizer receipts will be filed for inspection by the Division.
- 10) The lessee shall not plow, disc or otherwise till any areas until March 15 of each year in order to leave food and cover for wildlife during the winter, unless otherwise approved by the Division.
- 11) No tillage will be permitted within 20 feet of the edge of any road, trail, woods, marsh edge, hedgerow, fence, ditch, building, or structure without advance written consent of the Division. No tillage will be permitted within wildlife food and cover plantings adjacent to crop fields and designated as such by clearly visible signs and markers.
- 12) The lessee shall be responsible for the control of noxious vegetation (weeds) found growing on leased lands, as directed by the Delaware Department of Agriculture.
- 13) The Division reserves the right to create new hedgerows, ponds, buffer strips, or divert land for other uses.
- 14) If for any reason the lessee is not able to plant any of the designated fields of this lease during any of the crop years covered by this lease the lessee must plant a 5- acre wildlife food plot under the direction of the Fish and Wildlife Regional Manager.
- 15) All hunting and trapping rights and privileges and all other land uses except agricultural tillage rights are reserved by the Division. The lessee is advised to harvest all crops as early as possible to prevent damage due to hunting, as these lands will be open to public hunting. The Division will not be responsible for any damage to the lessee's crops or machinery.

- 16) Failure to comply with any of the terms of this lease will be grounds for cancellation and may affect the lessee's ability to secure future farming rights on Division of Fish and Wildlife property.
- 17) The lessee agrees to give preference in employment to bona fide legal citizens in this state who have established citizenship by residence of at least ninety (90) days in the state.
- 18) Animal manure may be used as fertilizer provided an "Animal Waste Management Plan (specifically the nutrient management portion of the plan)" is developed by the New Castle Conservation District and submitted to the Division prior to any manure being applied.
- 19) No scare devices (flags, exploders, etc.) will be permitted in fields.