FOR LEASE

STATE-OWNED REAL PROPERTY

KENTUCKY DEPARTMENT OF FISH AND WILDLIFE RESOURCES

LEASE OF 354 ACRES OF AGRICULTURE LAND

YELLOWBANK WILDLIFE MANAGEMENT AREA

BRECKINRIDGE COUNTY, KENTUCKY

Invitation No: 06102021
Bid Opens: Thursday, June 10, 2021 at 3 p.m. EDT

INSTRUCTIONS TO BIDDERS

(1) Bid must be submitted on the "Form of Proposal" included within and made part of this Invitation, appropriately signed and received at the Division of Real Properties, State Properties Branch, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2607, not later than the specified "bid opening" time and date.

(2) The Commonwealth of Kentucky reserves the unqualified right to reject any or all bids.

(3) For further information contact Wendell Harris, State Properties Branch, Division of Real Properties, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2607, phone: (502) 203-5051 or email: Wendell.harris@ky.gov.

(4) Anyone interested in the results of this bid opening may participate in a conference call at the time listed by dialing 502-782-2663 and entering the participation code 42014.
INVITATION TO BID
AGRICULTURE LAND
YELLOWBANK WILDLIFE MANAGEMENT AREA
BRECKINRIDGE COUNTY, KENTUCKY

General Terms and Conditions

At the request of the Kentucky Department of Fish and Wildlife Resources (KDFWR), the Division of Real Properties issues this Invitation to Bid on the lease of agricultural land at the Yellowbank Wildlife Management Area (WMA) in Breckinridge County, Kentucky.

Sealed bids, subject to the conditions contained herein, will be opened at the Division of Real Properties, Bush Building, 403 Wapping St, 3rd Floor, Frankfort, KY 40601, on Thursday, June 10, 2021 at 3 PM EDT.

Property to be leased: The land to be leased is own by the Kentucky Department of Fish & Wildlife Resources (KDFWR) and is utilized for the purpose of implementing, operating, and managing a fish and wildlife program within Yellowbank Wildlife Management Area (WMA). The land to be bid consists of approximately 354 acres of row crop with previous row-crop history, divided into two (2) management tracts. Each field can be identified by the field number which corresponds to the listing in the bid form. Bidders have the option of bidding on any or all tracts. The field numbers are assigned by the Supervising Biologist. The County FSA tracts and field numbers are also listed, for FSA records use. The bid forms reflect a five (5) year crop rotation for each field. Bids should indicate the annual per acre cost rental that the bidder is willing to pay for the entire row crop acreage each year for each tract. Rental payments will be based on the amount of acreage planted in that cropping year. The lessee(s) is not expected to pay rental on acreage that is left fallow or planted in food plots as designated by KDFWR during each cropping year. The lessee will be required to plant the crop that is schedule on the field schedule sheet for that year. No other crop will be permitted, and the field will remain fallow for that year. At the end of each cropping year, KDFWR staff will use GPS equipment to confirm the amount of acreage planted in each field during that year. In the event of crop failure because of natural events (flooding, hail, etc.), the lessee(s) will still be expected to pay rent on the acreage planted. Financial losses accrued as a result of crop losses due to natural events should be handled through the lessee’s insurance provider(s). The cash rental is in addition to leaving an assigned percentage of crop in the field for wildlife, delivery of wheat seed, and for road maintenance concessions. The percentages of crops left in the field for each tract is listed in the bid forms and is dependent upon the wildlife management plan of the WMA (see bid forms for details). The share of the crop left in the field shall become the property of KDFWR and may not be alter until after March 15th and with approval from the KDFWR Supervising Biologist. Additionally, prior to harvest, in each cropping year, the lessee(s) shall contact KDFWR personnel to determine the location of where crops are to be left standing in each field. The pattern in which crops are to be left standing is important for the overall management plan on the WMA and is often the sole reason for having row-crop production in the field. Therefore, failure to contact KDFWR personnel prior to harvest concerning where crops are to be left standing will result in a penalty of $750, payable at the end of the cropping season when cash rental payments are due. Several fields and portions of fields on the property have been retired as part of habitat
management programs. Additionally, during certain cropping years, portions of a field(s) may be left out of row-crop production to improve wildlife habitat or provide public hunting opportunities on the WMA. Lessee(s) will be notified of these areas prior to each cropping year by the Supervising Biologist. Tenants shall not disturb, mow, crop, apply herbicides to, or otherwise alter any non-crop areas without approval by the Supervising Biologist. Damage to non-crop areas as result of farming activities conducted by the lessee(s) will result in a financial penalty at the end of each cropping year. The penalty for damage to non-crop area will be $250/acre and will be paid at the end of the cropping year at the same time annual cash rental payments are due. The acreage of non-crop damage will be calculated by KDFWR staff under the direction of the Supervising Biologist using GPS equipment, and descriptions of the damages will be thoroughly documented in writing and with paragraphs. KDFWR realizes accidents and minor mistakes do occur, therefore, the penalty for damage to non-crop areas applies only for those instances where blatant negligence has occurred, as determined by the Supervising Biologist. In fields where corn is to be planted, the lessee(s) is not permitted to “patch in beans”, whereas in areas of the field where it was too wet to plant corn that year, the lessee(s) plants soybeans at a later date wherever drier conditions prevail. The same applies for areas that are too wet to plant soybeans during the initial planting date of the field. Those areas of the field that were not planted initially will be allowed to grow up in natural vegetation during the cropping year and shall not be disturbed by the lessee(s). All crops must be harvested on or before October 31st each contract year. The Department of Fish & Wildlife will have the right to withdraw acreage from the annual leases at its discretion for the purposes of soil and water conservation and/or wildlife habitat management practices at any time during the length of the contract.

Structures in Farming Tracts: Structures designated within each farming tract (see Farming Tract maps) will be awarded to the successful bidder of that management unit. The lessee is not required to use all structures within management unit(s) but is recommended. There will be no cost to lease structure(s) within the contract. The lessee must maintain the structure(s) along with the grass area that surrounds the structure(s). The lessee will be required to mow and trim around structure(s) at least three times during the year. The lessee will be responsible for the electric utility cost each month and will be required to put an electric meter in their name with Meade County RECC. KDFWR will not be responsible for any costs associated with any structure used by the lessee.

Farming Tract 1 contains one equipment barn and three 3,500-bushel grain bins. Farming Tract 2 contains two equipment barns, two 3,500-bushel and two 7,000-bushel grain bins.

Maps, History and Site Visit: Maps showing the property to be leased are included in this document. Available maps include an overview of each tract for lease showing individual field numbers. Field acreages can be found on the bid forms and field schedule sheet. It is the desire for the row crop rotation to be shifted to approximately 50% corn and 50% soybeans for the term of this contract. Bidders are urged and expected to inspect the property to be leased and to satisfy themselves as to all general and local conditions that may affect the cost of compliance with the lease terms, to the extent such information is reasonably obtainable. In no event will failure to inspect the site constitute grounds for a claim after the award of the leases. Bidders are encouraged to discuss the property to be bid with Ryan Taylor, Supervising Wildlife Biologist, PH (270) 547-6856 during regular business hours.
Bids: Bidders are bidding on all of the row crop acreage within each tract. **Bidders should submit their bids on the enclosed Bid Form, and these should be completely filled out, signed, and submitted in the enclosed bid envelope, with 1 (one) deposit check of $100.** Bidders should indicate the amount they will pay as annual rental per acre for each acre of row crop on each tract. All bidders will be notified by mail of the results. The Commonwealth of Kentucky reserves the unqualified right to reject any/all bids. For further information contact, Scott Harp, Regional Coordinator (270) 836-0128, Ryan Taylor, Supervising Wildlife Biologist, 270-547-6856, or Wendell Harris, Property Analyst, Division of Real Properties, 403 Wapping St, 3rd FL, Frankfort, KY 40601, (502) 203-5051 or wendell.harris@ky.gov.

In the absence of any written bids for any part of the WMA properties, the Department of Fish and Wildlife Resources, Regional Coordinator reserves the right to negotiate any contract necessary with a cooperator of its choosing to reach its desired habitat management objectives.

**Bid Revisions/Adjustments:** Rental rates in response to this invitation shall remain firm for the entire 5 years of the resulting lease. If a bidder withdraws from a tract; the next highest bidder will be contacted to assume the remaining term(s) of the lease. **However, the Department reserves the right to withdraw field(s) or parts of any field(s) from agricultural leases in subsequent contract years for wildlife habitat management purposes.**

**Access:** Water level fluctuations of the Ohio River may limit access to field(s) and interior access roads; the department cannot guarantee access to all crop fields. It shall be the responsibility of the bidders to determine the conditions of access to the fields they bid on. It is suggested that potential bidders contact the Supervising Wildlife Biologist, Ryan Taylor at (270) 547-6856, to arrange for inspection of the properties where access is questionable.

**Road Maintenance:** As part of the road maintenance due to farming activities, the successful bidder(s) for Farming Tract 1 and 2 will be required to provide $1,000 worth of rock per year (does not include cost of hauling). Rock size and delivery location will be specified by the Supervisory Wildlife Biologist. (1 delivery- $1,000 for Farming Tract 1, and 1 delivery- $1,000 for Farming Tract 2). Quarry tickets must be delivered to WMA staff the same day of delivery by the contractor/hauling company.

**Winter Wheat Seed Delivery:** The successful bidder(s) for Farming Tract 1 and 2 will be required to provide 45 bushels of wheat seed per year (45 bushels for Farming Tract 1 and 45 bushels for Farming Tract 2). Wheat seed will be delivered to the Yellowbank WMA shop prior to August 15th of each crop year. Wheat seed must be bagged or delivered in bulk form, such as a bulk bag or plastic seed container.

**Terms of Lease:** The successful bidder(s) will be required to enter into a lease contract with the Department of Fish and Wildlife Resources for the term of one year that may be renewed for up to 4 successive yearly renewals for a total of 5 years. Renewals will take place between February 1-15 of each year. The lease will be for a crop year (March 15-October 31) unless special circumstances warrant otherwise. **All crops must be removed on or before October 31st each contract year.**
Payment of Rental: The successful bidder will enter into a lease contract with the Department of Fish and Wildlife Resources on an annual basis (renewable for 4 additional years for a total of 5 years.). A payment of 10% as a spring deposit, and a security bond for the balance of the estimated 90% or 100% due on acceptance of the annual agreement in February of each contract year is required. The lease agreement will provide for an adjusted final payment of the balance of the contract due December 1st of each contract year. Final payment will be calculated on a price bid per acre of crop planted format. Acreage planted for each field must be reported by the tenant each year, and will be verified by KDFWR staff using GPS equipment. *A security bond in the amount of the estimated total crop year payment will be provided by the tenant upon acceptance of each year’s annual crop contract

or

100% payment upfront at the time of contract signing, based on contract acreage estimate. No credit or refunds will be given if crop acreages cannot be planted due to any natural event when lessee is paying 100% payment upfront.

A THREE PERCENT (3%) LATE CHARGE WILL APPLY IF THE BALANCE IS NOT RECEIVED BY THE DECEMBER 1ST DEADLINE.

Liability: The successful bidders agree to indemnify and hold harmless the Commonwealth from any and all claims, demands, damages, actions, costs, including attorney’s fees, and charges for which the Commonwealth may be subject, or for which the Commonwealth, or the successful bidders, may be required to pay by reason of injury to any person or property or loss of life or property resulting from or in any way connected to the character, condition or use of the leased premises or any means of ingress thereto, or egress there from unless such injury or loss arises directly from the negligence of the Commonwealth, or any of its officers, agents or employees, while acting within the scope of their employment. The successful bidder shall, at their own expense, assume defense of such claims and actions for damages or judgments arising directly from the negligence of the Commonwealth, any of its departments or agencies, or any of its officers, agents, or employees while acting within the scope of their employment.

Bid Forms: Bid forms are available at the Yellowbank WMA field office at 662 Chenault Lane, Stephensport, KY 40170 or contact/email Wendell.harris@ky.gov, PMPA II, the Division of Real Properties in Frankfort, KY or call (502) 564-9831.

The property to be leased is divided into two management units. Bid form lists all fields by management units. Each field has a tract and a field number. These numbers correspond to the number listed on maps.
Termination for Default:

(a) If at any time during the period in which the lease agreements are in effect, the successful bidders, in the opinion of the Commonwealth, defaults on any obligation incurred hereunder, including, but not limited to the obligation to pay shares, as provided in the resulting agreements, then the agreements shall be subject to termination by the Commonwealth, with no right of recourse remaining in the successful bidders. All rights and benefits therein conferred shall be deemed forfeited, and the successful bidders covenant that they shall quietly surrender possession of the demised premises to the Commonwealth, provided however, that before any termination shall occur under this section, the successful bidders shall be given written notice and be allowed thirty days from the date of receipt of such notice in which to cure such default or noncompliance. If said default or noncompliance is cured within the above time period, then the lease agreements shall remain in full force and effect.

(b) The procedure for termination of the lease agreements under this section shall be as follows:

1. The Commonwealth shall deliver, by certified mail, to the successful bidder a “Notice of Termination” which shall specify (a) the nature of the termination; (b) the extent to which use, under the lease agreements are to be terminated; (c) and the date upon which termination becomes effective.

2. The successful bidder shall stop use under the lease agreement on the date indicated and to the extent specified in said “Notice of Termination”, unless the default on Non-compliance is cured within the time period stated in the notice.

(c) In the event of termination for default, the successful bidder shall be responsible for repaying to the Commonwealth any and all monetary sums due the Commonwealth under the lease agreements, up to and including the effective date of termination.

(d) The rights and remedies for the Commonwealth provided in the agreements shall not be exclusive, and are in addition to any other rights and remedies provided by law or in equity.

Cancellation Clause: Either party may cancel the resulting lease for no cause by giving written notice to the other party, specifying the date of cancellation, with such notice to be given not less than thirty (30) days prior to the date of such cancellation. Time to be computed from date of mailing notice. Upon said cancellation, successful bidder shall quit the premises and return them in as good an order as received, ordinary wear and tear and natural decay excepted. Any cancellation of this Agreement, however caused, shall be entirely without prejudice to the rights of the Commonwealth then accrued hereunder. The Department may cancel all or all of the cropping contract without reservation; so as to be able to install its desired wildlife habitat projects on the property.
TERMS AND CONDITIONS

The lessee will provide an annual report (forms to be provided) of the following.

a. Acreage planted and reported to the FSA office.
b. Fertilizer applied per acre by field number.
c. Herbicides applied per acre by field number.
d. Harvest removed by field numbers (in total bushels).

The Lessee shall be responsible for maintaining their entire leased premises in a clean and sanitary condition throughout their lease term. The Lessee further agrees that upon the expiration or termination of their lease agreement, they will return the leased premises in as good an order as received, ordinary wear and tear, and acts of God expected.

The Lessee will be required to perform soil tests as required by contract on fields they utilize and provide copies of the test and proof of fertilizer application. For consistency, the University of Kentucky's Extension offices in each county should be used for the soil test services. Soil tests are required on the second and fourth year of the contract; all test results and field locations shall be kept on file at the appropriate local office location for each property involved.

The Lessee shall comply with soil test recommendations for lime and fertilizer. Lessee must apply no less than half of the recommended rate of lime or 2 tons/acre, whichever is lesser. Fertilizers must be applied at a minimum rate of 85% of the soil test recommendations.

Spring field preparations shall not begin prior to March 15 without prior approval of the Supervising Biologist. Minimum conventional tillage and no-till is encouraged.

No fall tillage should take place except for the establishment of cover crops and erosion control. Tillage for fall cover crops should be performed no later than November 15th without approval of the Supervising Biologist.

There will be no application of restricted use herbicides as designated by the United States Environmental Protection Agency and the U. S. Fish and Wildlife Service. (See the Supervising Wildlife Biologist, for an up to date list or consult the local chemical dealer).

There will be no use of insecticides upon KDFWR owned or managed lands.
FORM OF PROPOSAL (SEALED BID)

TO: Finance and Administration Cabinet
Dept for Facilities and Support Services
Division of Real Properties Office
Bush Building, 403 Wapping St, 3rd FL
Frankfort, KY 40601-2607

INVITATION NO: 06102021
BID OPENING: Thursday, June 10, 2021
AT: 3 P.M. EST

AUTHENTICATION OF BID AND AFFIDAVIT OF
NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the Bidder (if the Bidder is an individual), a partner (if the Bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);

2. That the attached bid or bids covering Kentucky Division of Real Properties Invitation No. 06102021 have been arrived at by the bidder independently and have been submitted with, and without any agreement understanding or planned common course of action with any other lease of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;

3. That the contents of the bid or bids have not been communicated by the Bidder of its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;

4. That the Bidder is legally entitled to enter into contracts with Commonwealth of Kentucky and is not in violation of any conflict of interest statute, including the provisions of KRS 45A.330 to 45A.34, 45A.990, 45A.64.390 or KRS11A.040 or the Executive Branch Code of Ethics; and,

5. That I have fully informed myself regarding the accuracy of the statements made above.
ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

Affidavit Effective Date: ________________  
Affidavit Expiration Date: ________________  
Maximum Length One-Year

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:

a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.

c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, is not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in KRS 45A.607.

f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in KRS 11A.236 during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.

FOR “NON-BID” CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

II. Each contractor further swears and affirms under penalty of perjury, that to the best of their knowledge:

a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.
a. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than $5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

b. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of $30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

_________________________________________  ______________________
Signature                                                                 Printed Name

_________________________________________  ______________________
Title                                                                 Date

Company Name

Address

Phone/Email

Subscribed and sworn to before me by ____________________________      ____________________________
(Affiant) (Title)

of ____________________________ this _____ day of ____________, 20___.
(Company Name)

________________________________________________________________________
Notary Public
[seal of notary]  My commission expires: __________
## Crop Rotation Plan

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**10% of Corn will be left standing in each field after harvest**

**The successful bidder will be required to deliver $1000 worth of rock and 45 bushels of wheat each year**

I PROPOSE TO PAY A CASH BID PRICE PER ACRE:

**FOR ROW CROP ON FARMING TRACT 1:** $__________/ ACRE

*By signing this form, I accept that I will be leaving a percentage of corn crop in the field for wildlife use and that the crop to be left will be designated by KDFWR Staff; prior to harvest. I also accept that KDFWR may withdraw acreage annually from this cropping activity. The Bidder will only be required to pay on the amount of acreage planted, unless the Bidder pays 100% up front at time of signing the yearly agreement.*

SIGNATURE ______________________________ NAME ______________________________

ADDRESS ______________________________ CITY ______________________________

STATE ______________________________ ZIP CODE __________________

PHONE # (_____) ____________________ CELL PHONE # (_____) ____________________
YELLOWBANK WMA 2022-2026 Bid Form

Crop Rotation Plan

TRACT: Farming Tract 2

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Total **153.1 ACRES FOR RENT**

**10% of Corn will be left standing in each field after harvest**
**The successful bidder will be required to deliver $1000 worth of rock and 45 bushels of wheat each year**

I PROPOSE TO PAY A CASH BID PRICE PER ACRE:
FOR ROW CROP ON FARMING TRACT 1: $_____________/ ACRE

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ADDRESS ___________________________________ CITY ____________________________

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