

CONDITIONS OF THIS SPECIAL USE PERMIT

1. The Permittee must perform the work or conduct the activities authorized by this permit in accordance with the permit's terms and conditions and in accordance with all applicable federal, state, or local law, including the regulations in 36 C.F.R. chapter I; the regulations in 43 C.F.R. part 5; and all applicable workplace-safety and public-health orders, rules, and requirements. If the Permittee fails to do so, then the Superintendent of Fredericksburg & Spotsylvania National Military Park (Superintendent) may immediately suspend or revoke this permit without notice.
2. The Superintendent may immediately suspend or revoke this permit without notice if destruction of, loss of, or injury to any park property or resource has occurred, is occurring, or appears imminent. In accordance with the System Unit Resource Protection Act, 54 U.S.C. §§ 100721-100725, any person that destroys, causes the loss of, or injures any park system unit resource will be liable to the United States for response costs and damages resulting from the destruction, loss, or injury.
3. The Superintendent may revoke this permit at any time after providing 24-hour written notice to the Permittee setting forth the reasons for the revocation.
4. If this permit is revoked for any reason or upon its expiration, the Permittee must repair all damage to park property or resources in accordance with the Superintendent's direction and must restore the Permitted Area to its original, pre-permit condition.
5. The Permittee must obtain all federal, state, or local permits, licenses, inspections, or other reviews or approvals legally required to perform the permitted work or conduct the permitted activities.
6. This permit does not grant the Permittee exclusive use of the Permitted Area. Unless the Superintendent restricts public access to or closes the Permitted Area in accordance with 36 C.F.R. § 1.5, the Permitted Area will remain open to the public to the same extent that it is open to the public during regular park visiting hours, and the permitted work or activities may not unduly interfere with the public's use and enjoyment of the Permitted Area.
7. This permit may not be transferred or assigned to another party without the Superintendent's prior written approval.
8. The Permittee waives all demands, claims, and causes of action against the United States and its officers, employees, agents, and representatives, and releases the United States and its officers, employees, agents, and representatives from all liability, arising out of or resulting from the permitted work or activities. The National Park Service issues this permit upon the express condition that the United States and its officers, employees, agents, and representatives will be free from all liability of any sort whatsoever arising out of or resulting from the permitted work or activities. Accordingly, the Permittee hereby agrees to indemnify, defend, and save and hold harmless the United States and its officers, employees, agents, and representatives from and against all liability of any sort whatsoever arising out of or resulting from the permitted work or activities.
9. If the Superintendent requires liability insurance as a condition of issuing this permit, then the Permittee must obtain general liability insurance against claims occasioned by the acts or omissions of the Permittee and its officers, employees, agents, representatives, and contractors while performing the work or conducting the activities authorized by this permit. The policy must be in the amount of \$300,000 per occurrence and \$500,000 aggregate; must be issued by a company licensed to do business and in good standing in Virginia; and must name the United States of America as an additional insured. The Permittee must provide the Superintendent with a Certificate of Insurance with the proper endorsements before the permit's effective date.
10. If the Superintendent requires a bond as a condition of issuing this permit, then the Permittee must deposit with the Park, before the effective date of this permit, a bond in the amount of \$____N/A_____ from a bonding company licensed to do business and in good standing in Virginia or in the form of cash or cash equivalent, to guarantee that all financial obligations to the Park will be satisfied.
11. As authorized by 54 U.S.C. § 103104 or 54 U.S.C. § 100905 and in accordance with other applicable law and policy, the National Park Service will recover all costs of providing necessary services associated with this permit, including the costs of administering the permit and monitoring the permitted work or activities. The National Park Service may bill the Permittee for either actual costs or estimated costs. Payment is due at the time of billing. If the National Park Service bills

the Permittee for estimated costs, and actual costs exceed the estimated amounts, then the National Park Service will bill the Permittee for the excess. If the National Park Service bills the Permittee for estimated costs, and actual costs are less than the estimated amounts, then the National Park Service will refund the difference to the Permittee after the permitted work or activities have concluded and the permit has expired or been terminated. Under no circumstances will the National Park Service be liable for interest on any refunded amount.

12. The Permittee designates [**Permittee Name, mobile number**] as the on-site person responsible for adherence to the permit's terms and conditions. The on-site person must have full authority to make all decisions about the permitted work or activities; must be reachable at all times; and is responsible for all persons or entities performing the permitted work or activities, including the Permittee's contractors and subcontractors.

13. Nothing in this permit binds the National Park Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or allocated by the National Park Service for the purpose of this permit, or to involve the National Park Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

14. If any provision of this permit is found to be invalid or unenforceable, the remaining provisions of this permit will not be affected and may be enforced to the full extent authorized by applicable law.

15. Use of the National Park Service Arrowhead Symbol is governed by 36 C.F.R. part 11. The Arrowhead Symbol is the official emblem and a registered trademark of the National Park Service. The National Park Service must authorize any use of the Arrowhead Symbol, including incidental use. Using the Arrowhead Symbol for advertising, promotional, or other commercial purposes is prohibited. Unauthorized use of the Arrowhead Symbol may subject an individual to criminal penalties under 18 U.S.C. § 701.

16. Approval of the special use permit does not constitute and should not be construed as a Government endorsement of the permittee's views, activities, products, goods, services, or enterprise. The permittee shall not refer to special use permits awarded by the National Park Service for commercial purposes, in advertising, or in a manner which states or implies that, by issuing the special use permit, the views, activities, products, goods, services, or enterprises undertaken pursuant to this permit are approved of or endorsed by the Government.

17. Credit Lines recognizing the NPS issuance of this permit may be approved through additional terms and conditions.

18. Federal regulations prohibit any person from knowingly giving false information on an application for a permit and from knowingly giving a false report for the purpose of misleading a government employee or agent in the conduct of official duties. 36 C.F.R. §§ 2.32(a)(3) and 2.32(a)(4). Any violation of those regulations will result in this permit's immediate revocation.

PARK-SPECIFIC CONDITIONS OF THIS PERMIT

The National Park Service has set forth conditions in this permit with the intention of protecting human health, the environment, archeological resources, and the cultural landscape of Fredericksburg & Spotsylvania National Military Park. These considerations will take precedence over enhancing crop yields if farming activities adversely affect park resources.

19. **Soil Analysis and Treatment:** Natural Resources Conservation Service (NRCS) Conservation Plans are required to be in place for all lands identified under this permit. The Permittee shall farm according to the recommendations in the Conservation Plan developed by the Natural Resources Conservation Service and the site Nutrient Management Plan. These plans will outline all requirements for seeding, liming, fertilizing, tillage methods, filter strips, manure management, and other best management practices required to protect natural resources in each field. A Conservation Plan must be submitted within the first year of the permit to the NPS Designated Representative.

All lands farmed under this permit shall be soil tested at least once every three years by the Permittee to determine the measures needed to maintain proper soil pH, which may require recommended soil supplements. Copies of soil test results and records of fertilizer and lime applications shall be submitted to the NPS Designated Representative on an annual basis.

20. **Crop Fields and Crops:** Agricultural use on **XXX Unit** may include **perennial hay/grass or row crops (site-**

specific). Grazing of livestock is not permitted.

Soybeans, corn silage, or any other low-residue rotations must be followed by a fall planting of a winter cover crop to reduce hardpan, add soil residue, and provide winter cover on cropland. However, if no-till cultivation practices are used for three consecutive years and at least 50% crop residue remains on the fields, then planting a winter cover crop may not be required. Consult with NPS Designated Representative for approval.

The Permittee shall consider potential spread of invasive species onto park lands and make efforts to clean equipment and vehicles, paying particular attention to undercarriages, before being brought on site, particularly if moving from a known area of pest/weed infestation.

21. Manure Management: Animal manure applications shall be managed in accordance with a Nutrient Management Plan or Conservation Plan. Locations for short-term storage of stockpiles must be approved in coordination with the NPS Designated Representative. If approval is received for storage past 14 days, fertilizer must be covered with an impermeable barrier that will resist wind. Follow [VDEQ requirements](#) for poultry litter use, transport, and storage.

22. Pesticides: Application of pesticides is prohibited without prior authorization from the NPS Designated Representative. Selection of pesticides shall be based on monitoring of weeds, insects, and other pests by the Permittee. At the beginning of each calendar year, the Permittee shall provide the NPS Designated Representative with a list of pesticides proposed for use that year at least one month in advance of the proposed application, for review and approval by the NPS. Each request must include the pesticide product name, EPA registration number, target pest, treatment justification, and total area proposed for treatment. Authorization is valid only for the period identified by the NPS and does not constitute standing or indefinite approval. Requests for emergency pest management uses may be submitted to the NPS Designated Representative at any time.

The Permittee shall maintain, at his or her own expense, certification with the Commonwealth of Virginia as a Private Pesticide Applicator or provide evidence that any applicators employed are certified commercial applicators. The product label is a legal document, and all pesticide applications must comply fully with current label requirements. All safety procedures required under state certification and applicable law shall be followed. Permittee shall not store pesticides on park lands. If any pesticide-related incident, accident, spill, illness, or unintended non-target impact occurs, the NPS Designated Representative shall be notified immediately. Unauthorized pesticide use shall be grounds for revocation of this permit. For farm units that have pedestrian trails or visitor use areas, Permittee may be required to post caution signs (provided by Park) for the duration of the Restricted Entry Interval (*site specific*), for safety of park visitors.

The Permittee shall maintain accurate records of all pesticide applications and shall provide an annual pesticide use log to the NPS Designated Representative no later than December 31 of each year. Pesticide use logs must include the product name, EPA registration number, date and time of application, crop treated, target pest, amount of product applied, total amount of mix applied, and number of acres treated.

23. Set Aside Programs: No lands covered under this permit shall be placed in any state, federal, or local government program such as Payment in Kind (PIK), soil bank, or any other set-aside programs without prior written approval of the Park Superintendent. Application by the Permittee for inclusion in such a program without the written permission of the Park Superintendent shall be justification for immediate revocation of this permit. This does not preclude the Permittee from participating in cost-share programs with local, state, or federal agencies for the purposes of soil and water conservation.

24. Vegetation Management: The Permittee shall manage vegetation only as necessary to maintain existing field edges, preserve the open condition of the permitted lands, maintain access for authorized farm operations, and protect park resources. Any removal of live trees, trimming of overhanging branches, or clearing of brush beyond existing field edges requires prior approval from the NPS Designated Representative. Fallen trees, limbs, and other encroaching field-edge vegetation may be cut back or laid flat only as necessary to maintain access and shall not damage adjacent resources. Down vegetation may not be piled or windrowed along field edges.

All fields, field borders, fence lines, and swales shall be cut by the Permittee at least once each year to prevent woody encroachment, reduce fire hazards, and maintain a general good appearance. For fields with woody encroachment along the edges, the Permittee may work with the Park to coordinate vegetation management with prior approval. For permits requiring annual bush-hogging on select fields, cuts shall occur between November 1 and March 31, unless otherwise approved by the NPS Designated Representative, and shall leave a minimum cutting height of 8 inches.

25. **Soil Conservation:** All fields shall be managed in accordance with the Conservation Plan and in a manner that minimizes soil erosion, maintains vegetative cover, and protects streams, wetlands, groundwater, and other park resources. Conservation tillage, including **minimum tillage or no-till methods**, is required unless otherwise approved in writing by the NPS and provided for in the Conservation Plan.

The Permittee shall not conduct field operations under conditions likely to cause rutting, soil compaction, or excessive soil displacement, and vehicles and heavy equipment shall be operated in a manner that minimizes such impacts. Areas showing erosion, concentrated runoff, repeated rutting, or failure of conservation measures shall be stabilized promptly using measures approved by the NPS or identified in the Conservation Plan. No activity authorized under this permit shall degrade soil resources, waterways, wetlands, groundwater, or other park resources and values.

26. **Protection of Cultural Resources:** No new areas shall be tilled. Subsoiling or ripping may not occur without advance approval from the NPS Designated Representative. Excavation and/or removal of cultural resources from federal property, including any historic relic or other object of antiquity, is prohibited by law. In the event of an unintended discovery, work must immediately cease, and any object of antiquity must be left in place, protected, and reported to the Park Superintendent within 24 hours. The permittee will refrain from damaging stone walls, ruins, midden piles, cemetery sites, and other historic features.

27. **Wetland and Stream Protection:** A thirty-five (35) foot grassy buffer shall be maintained along all stream/wetland/contour channels where a 35-foot forested buffer does not currently exist. To minimize erosion, any grassed waterways, wetland areas, or buffer strips are to remain untilled, per recommendations by the Soil and Water Service and approved by the Park. Existing woody vegetation along riparian buffers will remain. Grass buffers may be cut but not cultivated. Fertilizers and herbicides shall not be applied to the wetland or stream buffers.

28. **Limits on Surface Disturbance:** 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, except with the prior authorization of the Park Superintendent or as provided for in this permit.

29. **Buildings and Structures:** No building or structure of any kind shall be temporarily or permanently constructed, reconstructed, erected, or moved onto the property, including but not limited to mobile homes, storage facilities, or deer blinds. No building or structure may be removed without written permission from the Park Superintendent.

30. **Equipment Access and Storage:** Equipment/vehicle access to the farm unit and between fields is only authorized as shown on the attached map of the fields (via the access from XXX [site-specific]). Temporary storage of equipment will only be allowed in NPS-designated areas 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. Existing gates shall be kept locked when permittee is not on site, to avoid unauthorized access by the public. No additional gates, cables, or locks will be installed without prior approval of the Superintendent.

31. **Aerial Operations** – Aerial operations for seed planting may be permitted but must be proposed and approved in advance by the NPS Designated Representative.

32. **Haying:** Hay/grass will not be cut shorter than five (5) inches in height. Long-term storage of hay bales on fields is not permitted.

33. **Public and NPS Access:** Members of the general public are granted rights of access to these lands. Permittee'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 Permittee for the purpose intended under this permit. All walkways, roadways, and avenues of ingress/egress must always remain unobstructed by people, equipment, and vehicles so as not to hamper in any way the normal travel and use of the park by visitors. The Park may propose use of sections of farm units for short-term interpretive programs, ecological inventory and monitoring efforts, or other Park-sponsored activities; advance consideration and notice will be given to the Permittee for activities that may impact farm operations.

34. **Safety, Reporting and Fire Prevention and Suppression:** The Permittee must always conduct activities to ensure the safety of the Permittee, staff, park visitors and the protection of the park resources. All accidents, criminal incidents or illegal activity that occurs on NPS property shall be reported to the NPS Designated Representative.

The Permittee and 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 shall be reported immediately to the Park Superintendent.

35. **Sanitation and Waste Disposal:** Permittee will comply with applicable public health and sanitation standards and codes. The Permittee shall not discharge waste or effluent from the permitted property in a manner that will contaminate streams or other bodies of water or otherwise become a public nuisance. The Permittee shall dispose of brush and other refuse as required by the NPS Designated Representative. 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.

36. **Illegal Activities:** All Park regulations must be adhered to. No commercial activity such as selling of baled hay, vegetables, etc. may take place on National Park Service property. No sign, billboard or advertisement shall be displayed or placed in the park, except by permission of the Park Superintendent. No hunting or molesting of wildlife, including trapping, is permitted on National Park Service lands. The Permittee will not hunt or give permission to anyone else to hunt on these lands. There will be no horse, bicycle, motorcycle, non-farm-use vehicle, all-terrain vehicle or off-road vehicle use on these lands. No overnight camping or related recreational activities will be allowed.

37. **Fuel:** Permittee is required to adhere to all applicable OSHA standards related to Flammable and Combustible Liquids. The quantity of flammable or combustible liquids on National Park Service property shall be the minimum required for operations and should not exceed a supply for 1 day or one shift. Fuel dispensing devices shall not be left on park property overnight. A spill kit with a capacity to contain the amount of fuel on site will always remain with fuel storage tanks. All spills must be reported immediately to the Park Superintendent or NPS Designated Representative.

38. **Communications with Park** – Permittee agrees to comply with the Park's requirements for annual reporting of all farming activities. Annual reporting on land use, farming methods, pesticide use, and fertilizer use shall be reported to the Park and delivered to the NPS Designated Representative at the end of each calendar year.

39. **Termination or Alteration of the Permit:** This permit, or any part of said permit, may be terminated by the Permittee at any time by giving to the Park Superintendent at least ten (10) days' notice in writing provided that, in the case of such termination, no refund by the United States of any rental theretofore paid shall be made. In the event the Permittee terminates the permit, the Permittee agrees to plant a NPS-approved cover crop on all agricultural lands to protect them from erosion.

The right is reserved by the NPS to adjust the acreage and/or conditions, as specified in this permit, annually. The Permittee agrees to vacate, within 30 days, any portion of the land covered by this permit upon written notice from the Park Superintendent whenever the Superintendent determines that such action is advisable and in the interest of the NPS. Under those conditions, any fees paid or cost for seed, lime and fertilizing applied by the Permittee for the calendar year will be prorated and refunded to the Permittee.

In the event the permit expires or is terminated for any reason prior to its expiration date, and if all charges due the NPS herein have been paid, the Permittee shall remove all personal belongings within (30) days. If the Permittee fails to remove all such personal belongings within this period, they shall become the property of the NPS, but that will not relieve the Permittee of liability for the cost of their removal and the restoration of the site.