

**NOTICE OF AGRICULTURAL LEASE SALE BY  
SEALED BIDS TO BE OPENED AT  
11:00 A.M., February 7, 2023**

The Commission of the Oklahoma Department of Wildlife Conservation (ODWC), State of Oklahoma, invites sealed bids for an agricultural lease upon the following terms covering the tract(s) of land hereinafter described:

Terms of Lease: McClellan-Kerr Wildlife Management Area (WMA), Lease # MK5, and for a 5 crop year period. A crop year period is defined as February 1 - January 31 for summer crops and August 1 - July 31 for fall crops. Summer crops include but are not limited to: corn, milo, soybeans, beans, sunflowers and millet. Fall crops include but are not limited to: winter wheat. The lease will expire on August 1, 2027 for fall crops and February 1, 2028 for summer crops.

Bids shall be for cash and other considerations. All bids must be accompanied by a remittance in the amount of twenty-five percent (25%) of each bid as earnest money. The successful bidder will be allowed thirty (30) days from date of bid acceptance to pay the balance of the first lease payment. Such bidder shall be liable for the full amount of bid, provided that failure to comply with any of the terms thereof will be grounds for forfeiture of earnest money as liquidated damages for such breach. Subsequent lease payments will be due on February 1, 2024, 2025, 2026, 2027. Checks will be promptly returned to unsuccessful bidders. The ODWC reserves the right to reject any and/or all bids.

**LEASE CONDITIONS**

1. The lessee may harvest only one (1) approved crop off each field during the annual crop year period, unless stated otherwise in the lease provisions. Approved crops are listed in the lease.
2. The lessee will be required to plant ten percent (10%) of the lease acreage to a crop for ODWC use. The crop, its location and its use will be determined by the ODWC representative, the lessee will not pay cash rent on such acreage.
3. The lessee may not use "cover strips" (as shown on attached maps) as turn rows, field roads or parking areas. These "cover strips" are areas identified by the ODWC representative to be left idle, not farmed.
4. All "Restricted Use Pesticides" are prohibited. Prior written approval must be obtained from ODWC for all "General Use Pesticides".
5. Native grass hay (prairie hay) can only be cut during July. All other hay crops, except alfalfa, can only be cut from July 1 - September 1, unless stated otherwise in the lease provisions. Alfalfa may be cut as needed to maintain the crop, unless special restrictions apply and are listed in the lease provisions.
6. Crop residues cannot be baled, unless stated otherwise in the lease provisions.
7. Wheat and oat residues may be cultivated after harvest of the crop, unless stated otherwise in the lease provisions. All other crop residues cannot be cultivated before February 1, except corn and grain sorghum residues which may be chisel plowed one (1) time prior to February 1, unless special restrictions apply and are listed in the lease provisions.
8. The lessee is responsible for excluding livestock from all planting. Grazing is prohibited on all lands owned or managed by the ODWC unless included in lease provisions.
9. Soil tests are recommended on all fields and minimum fertilization rates are to be applied on all planting. Costs of such tests shall be borne by the lessee.
10. The lessee will be responsible for reporting all crop acreage to the county CFSA office. Lessee may enroll in government CFSA farm programs on his/her portion (90% of the total lease acreage) of the lease.

11. The lessee shall repair any damage to ODWC roads, gates and/or facilities resulting from his/her operations.
12. The lessee shall burn no grassland, crop residue, weed patches, fence rows, dead timber or any other material on the lease area without prior approval from the ODWC representative.
13. The lessee shall maintain the lease area free of litter and other solid waste resulting from his/her agricultural operations.
14. The right is hereby reserved to representatives of the ODWC to enter upon the lease area at any time for any purpose necessary or convenient for the conduct of activities related to the primary purpose of the WMA. The lessee shall have no claim for damages of any character on account thereof against the ODWC or any representative thereof.
15. Hunters and other consumptive and non-consumptive users of the lease area shall be granted free foot access at all times, provided that such use does not significantly damage the lessee's unharvested crops.
16. Agricultural operations shall not be conducted during any restricted periods listed: **Opening weekend of Deer Gun Season.**
17. The lessee shall neither transfer nor assign this lease, nor sublet the demised premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this lease.
18. The lessee shall cut no standing timber; conduct no mining operations; remove no sand, gravel or kindred substances from the ground except in the exercise of mineral rights heretofore reserved to the record owner thereof; commit no waste of any land; or in any manner substantially change the contour or conditions of the property except changes for soil and water conservation practices approved by the ODWC.
19. At the discretion of the ODWC Director, a lease may be terminated at any time for failure to comply with any of the terms, conditions, or provisions; for the violation of any rule or regulation in force on the WMA by the lessee or his/her agent or representative; or for a violation of a fish or wildlife regulation by the lessee resulting in a conviction; and provided that in case of such termination, no remission or charges shall be made against the ODWC or any representative thereof.

### **LEASE PROVISIONS**

WMA: McClellan-Kerr WMA, Lease # MK5, Portions of: Sec.12, 13, 14, 23, 24 T14N, R19E  
Muskogee Co. OK

Location : (Map attached) 10 miles Southeast of Muskogee, Oklahoma

Approved Crops: corn, milo, beans, peas, wheat, oats, sunflower, millet, hay grazer

Field# - Acres - Total Acres: #107/31.7 ac., #108/17.9 ac., #109/18.6 ac., #110/24.5 ac., #111/34.8 ac., #112/34.9 ac., #113/25.6 = Total Acres 188.0

Specific lease provisions:

1. **A MINIMUM OF 50% OF THE TOTAL ACRES MUST BE PLANTED TO ONE OF THE ABOVE APPROVED CROPS EACH YEAR.**
2. The ODWC's 10% percent of all crops shall be left unharvested in strips distributed evenly across each field as designated by the Area Biologist.
3. Double cropping will be permitted **only** if the lessee uses no-till farming methods to plant a secondary crop. The primary crop will be the crop that has a seed bed prepared prior to planting. In these fields, the ODWC's 10% will be left standing in a location designated by the area

Biologist from the primary crop and this 10% cannot be disturbed when utilizing double crop option. There MUST be one rent crop left standing each year.

4. No more than 50% of the total acres may be planted to hay grazer; the remaining acres may be put to any of the above approved crops. If hay grazer is planted then ODWC's 10% rent must be planted to Black Oil Sunflower at a rate of 20 pounds per acre and fertilized at a rate of 250 pounds per acre of 13-13-13. The sunflower must be planted before June 10 in the same field as the hay grazer. Lessee may only cut hay grazer from July 1 to September 30.
5. If wheat is planted as the primary crop, then the lessee shall leave ODWC's 10% in the same field as designated by the area Biologist and left in strips **undisturbed until September 1 each year**, after this date the strips may be manipulated.
6. Cover strips must remain undisturbed in fields that are specified as such on the field maps.
7. If conditions warrant, fields that are heavily infested with vegetation may be bailed to facilitate planting operations and wheat straw may be bailed to facilitate planting operations.

### **BIDDING PROCEDURE**

**All bids must be signed and 25% of the bid total must be remitted with the bid.** All bids must be in an envelope with the opening date **February 7, 2023**, the lease number **MK5**, and the area **McClellan-Kerr WMA** marked on the front. **Note:** Improperly marked envelopes may be rejected. All bids must be mailed to: **Oklahoma Department of Wildlife Conservation, Attn: Brett Thompson, PO BOX 323, Wagoner, OK 74477**. Mailed bids need to be received by February 6. No bids will be accepted after 11:00 A.M. on the opening date. For additional information contact the ODWC representative, **Brett Thompson at (918)-625-3910**.

**Minimum Bid Required: \$ 15.00 /Acre**

**ODWC Acres (10%): 18.8**

**NOTE: TO BE FILLED IN BY BIDDER**

**Bid(\$)/Acre x Acres Bid on = Total Bid(\$)**

**\$ \_\_\_\_\_ x 169.2 ac = \$ \_\_\_\_\_**

**Earnest Money: Total Bid(\$) x 25% = \$ Submitted With Bid**

**\$ \_\_\_\_\_ x .25 = \$ \_\_\_\_\_**

<hr/>	<hr/>	<hr/>	<hr/>
<b>Bidder Signature</b>	<b>Date</b>	<b>ODWC Signature</b>	<b>Date</b>

**Note:** If awarded the lease, this document will serve as the Lease Agreement.  
McClellan-Kerr WMA MK5  
**Ag Lease Agreement form:** Revised Jan. 2013

