

**NOTICE OF AGRICULTURAL LEASE SALE BY
SEALED BIDS TO BE OPENED AT
11:00 A.M., May 23, 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: Barren Fork Wildlife Management Area (WMA), Lease # BF-1, and for a 3 hay crop period. Hay may only be cut from July 1 – September 15, annually. The lease will expire on Sept. 30, 2025 for hay 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 the bid, provided that failure to comply with any of the terms thereof will be grounds for forfeiture of the earnest money as liquidated damages for such breach. Earnest money checks will be promptly returned to unsuccessful bidders. The ODWC reserves the right to reject any and/or all bids. Subsequent lease payment will be due on July 1, 2024 and 2025.

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 may not use any designated "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 for wildlife use.
3. Prior, written approval must be obtained from ODWC for all "General Use Pesticides".
4. 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.
5. The lessee is responsible for excluding livestock from all planting. Grazing is prohibited unless it is included in lease provisions.
6. Soil tests are recommended on all fields.
7. The lessee will be responsible for reporting all crop acreage to the county CFSA office. Lessee may enroll in government farm programs on his/her portion (90% of the total lease acreage) of the lease.
8. The lessee shall repair any damage to ODWC roads, gates and/or facilities resulting from his/her operations.
9. 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.
10. The lessee shall maintain the lease area free of litter and other solid waste resulting from his/her hay operations.
11. 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.
12. 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 crops.
13. Agricultural operations shall not be conducted during any restricted periods including: none.
14. 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.
15. 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.
16. 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. In case of such termination, no remission or charges shall be made against the ODWC or any representative thereof.

LEASE DISCRIPTION

WMA: Barren Fork WMA

Lease: # BF-1

Located in Portions of: Sec.(s) 35 & 36, T17N, R25E; Adair Co. OK

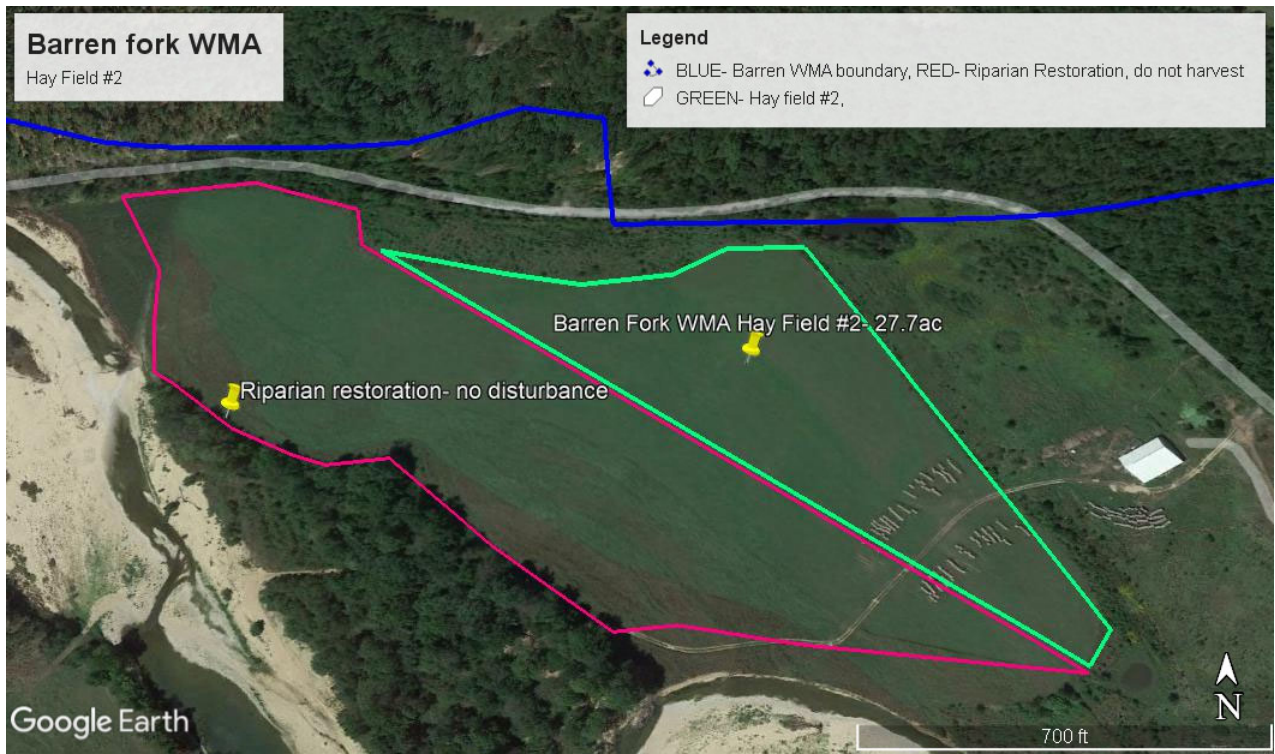
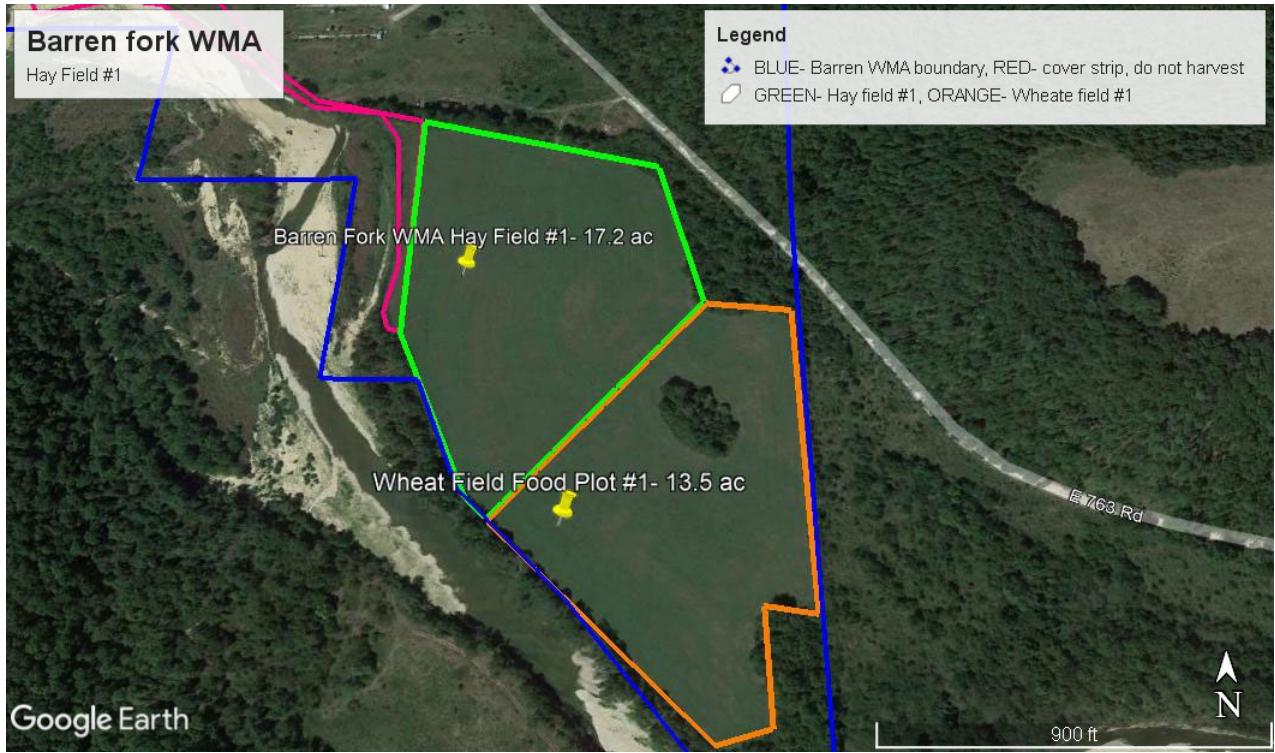
Location:(Map attached) 5 miles South of Westville, OK

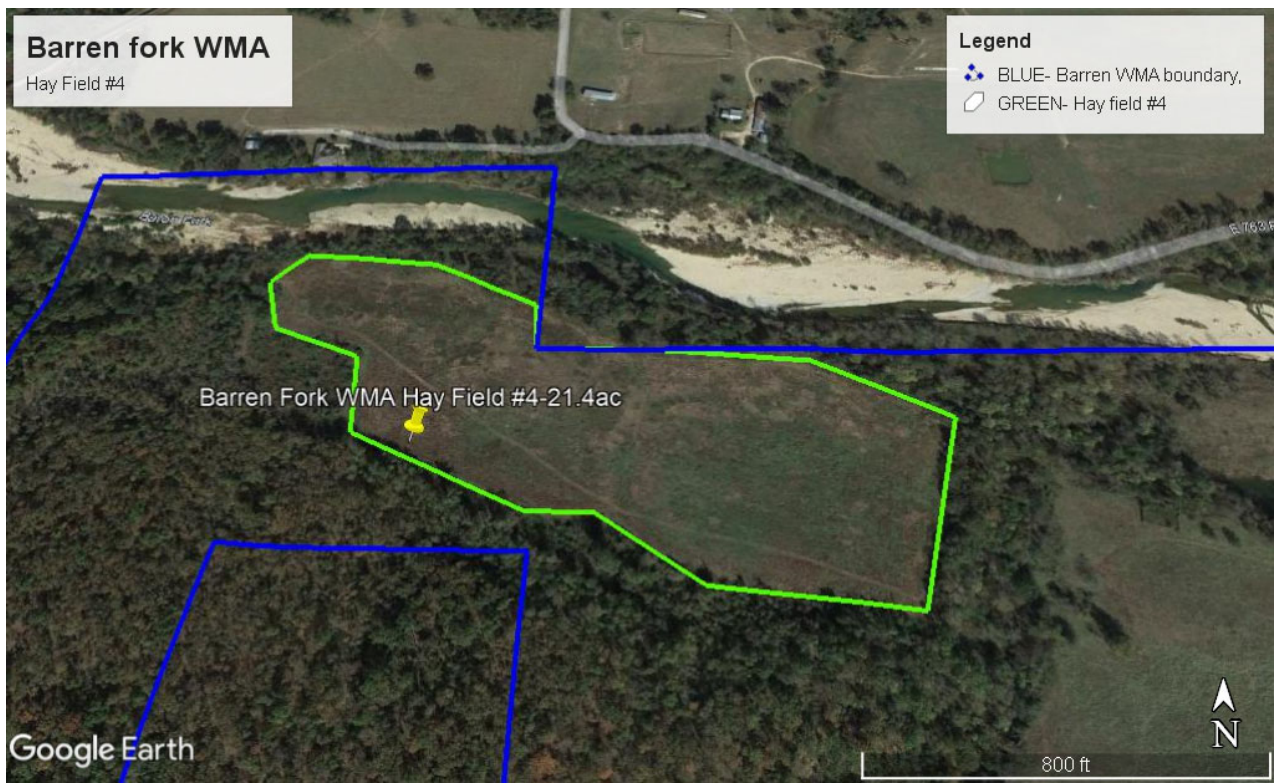
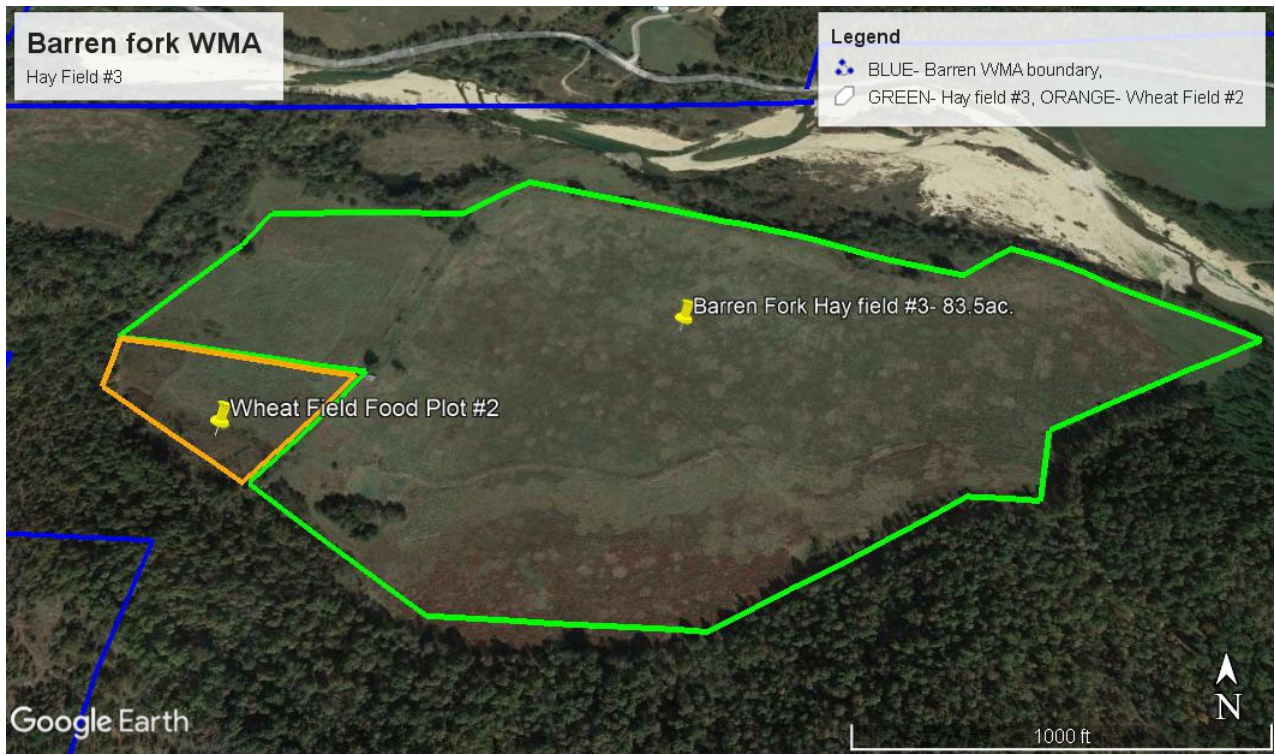
Approved Crops: Two (2) cuttings of grass in fields per year.

Field#/Acres - Total Acres: #1/ 17.2 ac., #2/ 11.2 ac., #3/ 83.5 ac. & #4/21.4ac.- Total Acres 133.3.

LEASE PROVISIONS

1. **Each lease year.** The lessee will be required to prepare & plant the 13.5 acre Wheat Field Food Plot #1. The lessee will be required to:
 - a. Mow the standing wheat low enough to shatter the seed heads in the last 2 weeks of August
 - b. Coordinate with ODWC to burn the field in late August.
 - c. Replant wheat by no-till drilling. Planting rate will be 120 lbs per acre of winter wheat. In the time-frame of September 10th to September 30th. Lessee will supply the seed.
2. **Each lease year.** The lessee will be required to prepare & plant the 3 acre Wheat Field Food Plot #2 either by no-till drilling or disking and broadcasting. Planting rate will be 120 lbs per acre of winter wheat. In the time-frame of August 15th to September 30th. Lessee will supply the seed.
3. The lessee may hay 100% of the lease acreage.
4. Only fields marked on the attached maps may be cut. All other fields and portions of fields not marked shall be considered as cover and are not to be disturbed.
5. Areas marked in Red on the attached map are meant to reduce erosion into the hay fields and should not be disturbed.
6. Equipment shall not rut or destroy any of the vegetation.
7. Mowing height shall be greater than 4 inches.
8. Lessee may brush-hog any woody vegetation growth in the lease fields during the period of January 1st-May 10th.
9. All equipment, hay bales, busted bales and twine must be removed from the property by September 30, annually.
10. Hay from the property may be temporarily stored inside the haybarn on-site from July 1 to September 30. The rear 2/3rds of the barn may be used for such storage. ODWC makes no guarantee of security or loss prevention. Any bales stored inside the hay barn must be removed by September 30, annually.
11. Herbicides: All herbicides used by the lessee shall be approved by the WMA Biologist prior to application. The Lessee may spot spray herbicides on the following species inside the boundaries of the hay fields (any woody species, sandbur, cocklebur, Johnson grass, Sericea lespedeza, Perilla frutescens) other species must be approved by WMA Biologist. ODWC may, as part of its habitat management, conduct its own spot spraying of herbicide targeting these and other species of plants in the Lease fields.
12. ODWC makes no guarantee that the lessee will be able to access fields #3 & 4 due to flood events on the creek that may alter depth, channel or bank.
13. ODWC is not responsible for flood debris that may be deposited into hay fields from flooding events.
14. ODWC may, as part of its habitat management; mow or burn fields during the period after bales are removed through April of the following year.
15. Lessee should take precautions to prevent transport of invasive seeds onto the WMA from other hay fields.
16. Exclusion of wildlife from the lease fields is prohibited.
17. The interior road through Fields #2 & #3 may be mowed periodically by ODWC during the growing season.





LEASE BIDDING PROCEDURES

All bids must be signed and 25% of the bid total must be remitted with the bid. All bids must be sealed in an envelope with the date of the bid opening (May 23, 2023), the lease number (#BF-1) and the name of the WMA (Barren Fork WMA) plainly written on the front of the envelope.

Note: All mailed bids must be received by close of business day- May 22, 2023. Hand delivered bids must be delivered to the bid opening location listed below by 11A.M. May 23, 2023.

Note: Improperly marked envelopes may be rejected. All bids must be mailed to: **Oklahoma Department of Wildlife Conservation, Attn: Mike Plunkett, Northeast Region Supervisor, 9097 N. 34th St. W, Porter, OK 74454-2743.** No bids will be accepted after 11:00 A.M. on the opening date. For additional information contact the ODWC representative, Curt Allen at (918)-260-8959.

Minimum Bid Required: \$12.00 / Acre

NOTE: THIS SECTION IS TO BE FILLED IN BY THE LEASE BIDDER

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

\$ _____ . _____ x 133.3 = \$ _____ . _____

Earnest Money: Total Bid(\$) x 25% = Amount(\$) Submitted with Bid

\$ _____ . _____ x .25 = \$ _____ . _____

BIDDER SIGNATURE DATE

ODWC SIGNATURE DATE

NOTE: If awarded the lease, this document will serve as the Lease Agreement.