

**NOTICE OF AGRICULTURAL LEASE SALE BY  
SEALED BIDS TO BE OPENED AT  
11:00 A.M., May 10, 2021  
All mailed in bids must be received by Friday May 7, 2021**

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

Terms of Lease: Spavinaw - PHA Wildlife Management Area (WMA), Lease # 1-PHA, and for a (5) five hay crop period. A hay crop period is defined as July 1 – October 1, annually. The lease will expire on October 1, 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 payments will be due on July 1, 2022, 2023, 2024, and 2025.

LEASE CONDITIONS

1. The lessee may harvest only two (2) approved crops 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 "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. 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.
7. The lessee shall repair any damage to ODWC roads, gates and/or facilities resulting from his/her operations.
8. 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.
9. The lessee shall maintain the lease area free of litter and other solid waste resulting from his/her hay operations.
10. 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.
11. 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.
12. Agricultural operations shall not be conducted during any restricted periods including: none.
13. 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.
14. 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.
15. 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: Spavinaw - PHA Lease: # 1-PHA

Located in Portions of: Sec.(s) 27, 34, 35, & 36, T22N, R22E; Delaware Co. OK

Location:(Map attached)\_

Approved Crops: Two (2) cuttings of Johnsongrass and Serecia, including any native grass in the fields. Lessee may plant oats, beans, peas, wheat or alfalfa.

Field#/Acres - Total Acres: #1 / 3.2 ac., #2 / 1.0 ac., #3 / 10.6 ac., #4 / 4.7 ac., #5 / 6.5 ac., #6 / 3.5 ac., and #7 / 4.4 ac., #8 / 3.0 - Total Acres / 36.9

### LEASE PROVISIONS

1. Johnsongrass, Serecia, Bermuda and Fescue grasses may be baled to enhance wildlife use.
2. The lessee may hay 100% of the lease acreage.
3. Equipment will not or shall not rut or destroy any of the vegetation.
4. Must keep 100 feet from any Riparian area.
5. Must leave a minimum of 4-6 inches of grass standing were haying will occur.
6. All equipment and hay bales must be removed from the property by October 1, annually.
7. Lessee may spray the fields to reduce undesirable species (Fescue, Bermuda and Johnsongrasses) and promote native grasses.

### 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 10, 2021 ), the lease number (# 1-PHA) and the name of the WMA ( Spavinaw-PHA ) plainly written on the front of the envelope.

**Note: All mailed bids must be received by May 7, 2021.**

**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. 34<sup>th</sup> 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, **Russell Perry at (918)-629-5286.**

**Minimum Bid Required: \$10.00 / Acre**

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

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

\$ \_\_\_\_\_ x 36.9 = \$ \_\_\_\_\_

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

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

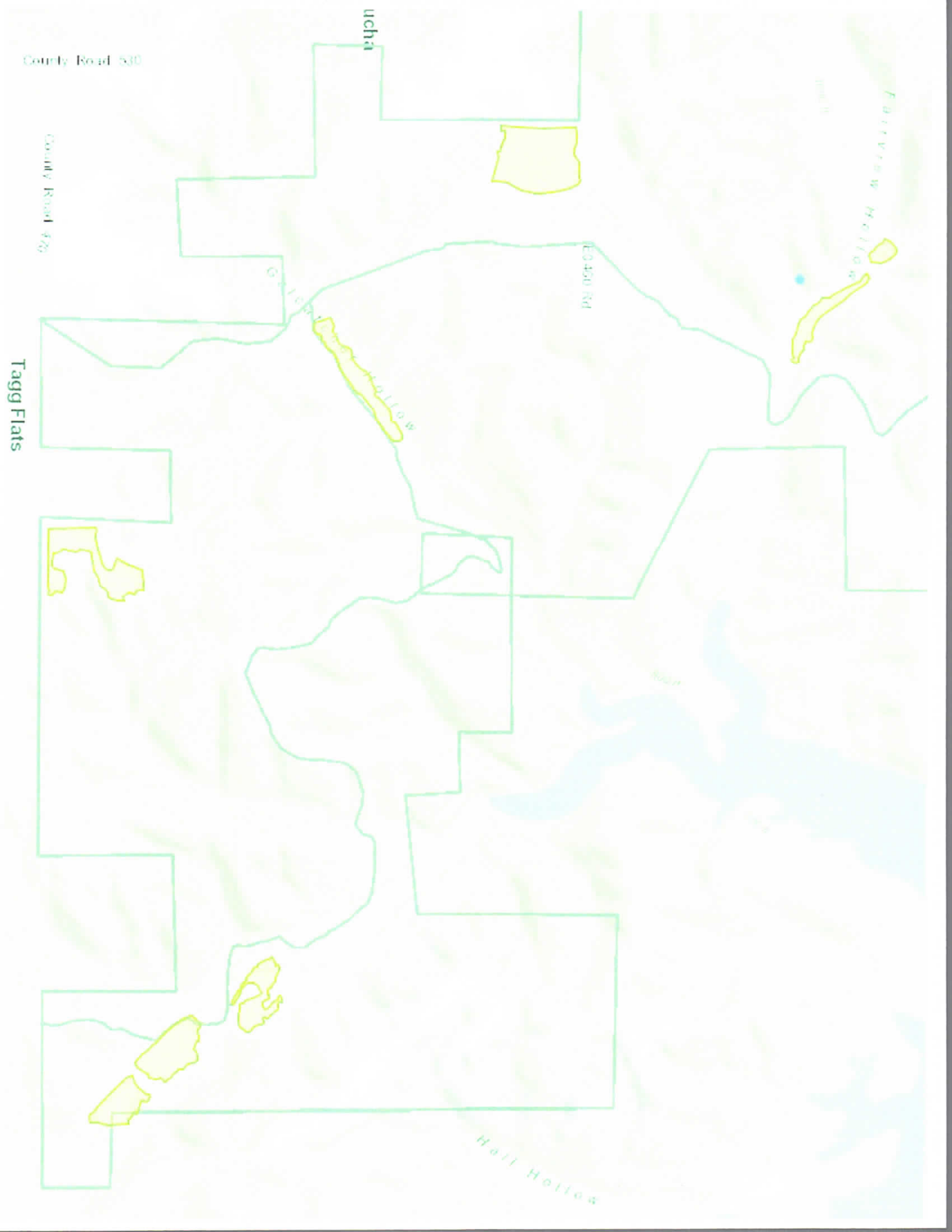
\_\_\_\_\_  
**BIDDER SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**ODWC SIGNATURE**

\_\_\_\_\_  
**DATE**

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



County Road 530

County Road 479

Tagg Flats

uchha

G. J. Lepore

EO 450 Rd

Fairview Hollow

Hollow

New

Hall Hollow

