

NOTICE OF GRAZING LEASE SALE BY
SEALED BIDS TO BE OPENED AT
2 PM March 22, 2022

Note: Mailed bids must be received by March 21, 2022

LEASE #1

The Commission of the Oklahoma Department of Wildlife Conservation, State of Oklahoma, invites sealed bids for grazing lease(s) upon the following terms covering approximately 500 acres located on the Candy Creek Wildlife Management Area: Osage County(s), Oklahoma.

DO NOT WRITE IN THE FOLLOWING SPACES

This lease made and entered into this _____ day of _____, 20____, by and between the Oklahoma Department of Wildlife Conservation, hereinafter called the "Department", and _____ of _____ hereinafter called the "Lessee" in accordance with the provisions of existing laws and regulations (29 O.S.(Section 3-105), witness to: That for and in consideration of the rents, covenants, and agreements hereinafter provided, the Department hereby lets unto the Lessee for the purpose of grazing, the land and premises described as shown on Attachment A and described below.

The Lessee in consideration of all of the foregoing, covenants and agrees, as rental for the land and premises to compensate the Department in the sum of _____ annually.

The following pastures may be grazed for a term of 5 years beginning the **25th day of April through May 1st as needed for cattle delivery and May 2nd deadline to have all cattle in appropriate pastures for 2022, 2023, 2024, 2025 & 2026** fully to be completed and ended on **the 15th day of August, 2022, 2023, 2024, 2025, and 2026** subject to the conditions hereinafter set forth.

This lease is subject to the following conditions:

1. The stocking rates have been determined for each grazing unit (pasture) in order to utilize no more than 50% of annual perennial grass growth. Stocking rate does not consider annual grasses or forb production. Stocking rates for each pasture shall be as follows:

PASTURE NAME	# ACRES	# ANIMAL UNITS	# STOCKERS <650 lbs. (OR)	# COW/CALF PAIRS
1	495	35	57	25

Animal unit equivalents to be used in figuring grazing rates are as follows:

Weaned calf to yearling (400-650 lbs.)	.6 animal units
Steer or Heifer (over 650 lbs.)	1.0 animal units
Cow-dry (1,000 lbs)	1.0 animal units
Cow with calf	1.4 animal units
Bull - mature	1.4 animal units

2. The Lessee will comply with all Federal and/or State laws pertaining to tick and other insect control and animal health regulations. All animals must be dipped, sprayed or receive Ivomec treatment or other acceptable methods for tick and louse control prior to entering the lease area.

3. In the event the Lessee fails to comply with the specific grazing dates and/or stocking rates for each pasture, the Lessee will be subject to a penalty of \$2.00, per head, per day, for each head of cattle on the premises in excess of the permitted stocking rate up to 30 days, at which time the rate shall triple. All of Lessee's cattle found on State lands that are not a part of the lease will also be assessed the above rate. This penalty shall not apply to situations resulting from flooding, wind or fire damage to fences so long as Lessee corrects violations within two days of notification by the Department.

4. Subleasing of grazing rights is prohibited.

5. Feeding of hay or other supplements must be approved by Area Biologist. All salt and mineral station locations must be approved by Area Biologist.
6. Turn out or gathering dates may be flexible by five days upon mutual consent of both parties.
7. The annual stocking rate may be adjusted in case of drought annually upon notification by the Department and based on Noble Foundation recommendations. Notification will be made and the lease rate for that pasture will be adjusted accordingly. A Lease or parts thereof may be terminated in case of fire or some other natural disaster. A refund based on prorated days use will be returned to the Lessee if terminated.
8. If deemed necessary by the Area Biologist, and included in the special provisions, stocking rates may be adjusted annually upon mutual consent of both parties. If stocking rates are adjusted, the annual lease payment will be adjusted accordingly, based on original per-animal-unit bid. Stocking rate adjustments should be made before February if possible. Stocking rates should not be adjusted during a grazing season, unless warranted under Item 7.
9. Maintenance and repair of all boundary and interior pasture fences, corrals, tanks, scales, and other livestock equipment will be the total responsibility of the Lessee. Remember it is the cattle owners responsibility to keep his cattle on the lease. Fence materials for repairs will be furnished by the Department. Maintenance must be completed three days prior to turnout.
10. All cattle must be weighed prior to turnout and at the end of each annual lease period. Records of weights will be made available to the Department. Actual Use Records must be maintained and furnished to the Department. At the discretion of the Area Biologists, Dry Cow, Bulls, or Cows with un-weaned calves may be exempt from weighing.
11. The Lessee and/or his agents must comply with all wildlife laws.
12. Stocking rates may be annually adjusted upon mutual consent of both parties as described in #8 above.
13. No vehicles or equipment are permitted off normally used or maintained roads.
14. Lessee will repair all damages to fences or other livestock equipment within 15 days after gathering, should such damage occur.
15. Lessee will put meter in their name and pay all associated cost for use of electric if they want to use electric service for water wells on WMA.

16. Special Provisions if applicable:

Pasture 1 must be grazed in its entirety; cross fences may not be shut/constructed except as needed to gather cattle.

Lessee will be required to annually disk and plant 10 total acres of wheat in 2 areas designated by the Area Biologist. Areas must be disked and planted between September 15th and October 15th annually. Certified seed must be used at a minimum rate of 100lbs/acre and the ground must be fertilized at a minimum rate of 150 lbs/acre of 28-13-13 or equivalent. This planting and fertilization must be done in 2022, 2023, 2024, 2025 and 2026.

The following is an example of a bid.

Bidder's name = Joe Smith

Lease # 1

Minimum bid \$100.00

Total Bid = \$100.00 plus Bidder agrees to disk, plant and fertilize 10 acres of wheat annually as stated in the lease provisions.

Earnest money submitted \$10.00

So if bidder is successful, he pays ODWC a total of \$90.00, plus the earnest money check of \$10.00. Bidder agrees to disk, plant and fertilize 10 acres of wheat annually. This bid is shown as an example only.

This lease may be terminated by the Lessee at any time by giving sixty (60) day notice in writing to the Director of the Oklahoma Department of Wildlife Conservation, provided that in case of such termination, no remission or charges shall be made. Lessee forfeits all right or entry to lease area at end of the sixty (60) day period.

At the discretion of the Director, the lease shall not be renewed at its annual expiration if the Lessee has been convicted of a fish or wildlife violation, or the lease may be canceled immediately by the Director during the lease period if a fish or wildlife violation occurs which is in any way related to the rights and privileges conferred by the lease contract or the lease area.

Non-compliance with any condition of the lease constitutes justification for the immediate termination by the Department.

This lease shall be for a period of 5 grazing seasons, 4-25-22 thru 8-15-26; except wheat must be planted in 2026 by October 15.

In witness thereof, the Lessee has affixed his hand this day and year first above written, and the Department hereunto has caused to be attached his legal acceptance on which he has affixed his hand.

In no instances may stocking rates be adjusted higher within the grazing lease unless specified in **Special Provisions**.

All bids must be accompanied by a remittance in the amount of ten (10) percent of each bid as earnest money; checks will be promptly returned to unsuccessful bidders. Successful bidders must pay the balance of the lease payment on or before March 1, and shall liable for the full amount of the bid, provided that failure to comply with any of the terms thereof will be grounds for cancellation of earnest money as liquidated damages for such breach.

The Department reserves the right to reject any and all bids.

All bids should be sealed in an envelope plainly marked with: **Date of bid opening [March 22, 2022], the lease number [1] and the name of the WMA Grazing Lease [Candy Creek]; and mailed to: Oklahoma Department of Wildlife Conservation, Attn: Assistant Chief/Bid Opening, Wildlife Division, PO Box 53465, Oklahoma City, Oklahoma 73152.**

For further information and details on lease provisions contact the Area Biologist Matthew Mattioda Phone: 918.629.4625.

Note: Mailed bids must be received by March 21, 2022

NOTE: Bids must be signed. No bids will be accepted after 2:00 P.M. on March 22, 2022.

NOTE: All envelopes and bid forms not properly filled out may be rejected.

NOTE: TO BE FILLED OUT BY BIDDER:

Bidders name (please print) _____

Lease number ____ 1 _____

Minimum bid \$100.00 plus agrees to disk, plant and fertilize 10 acres of wheat annually.

Total bid _____

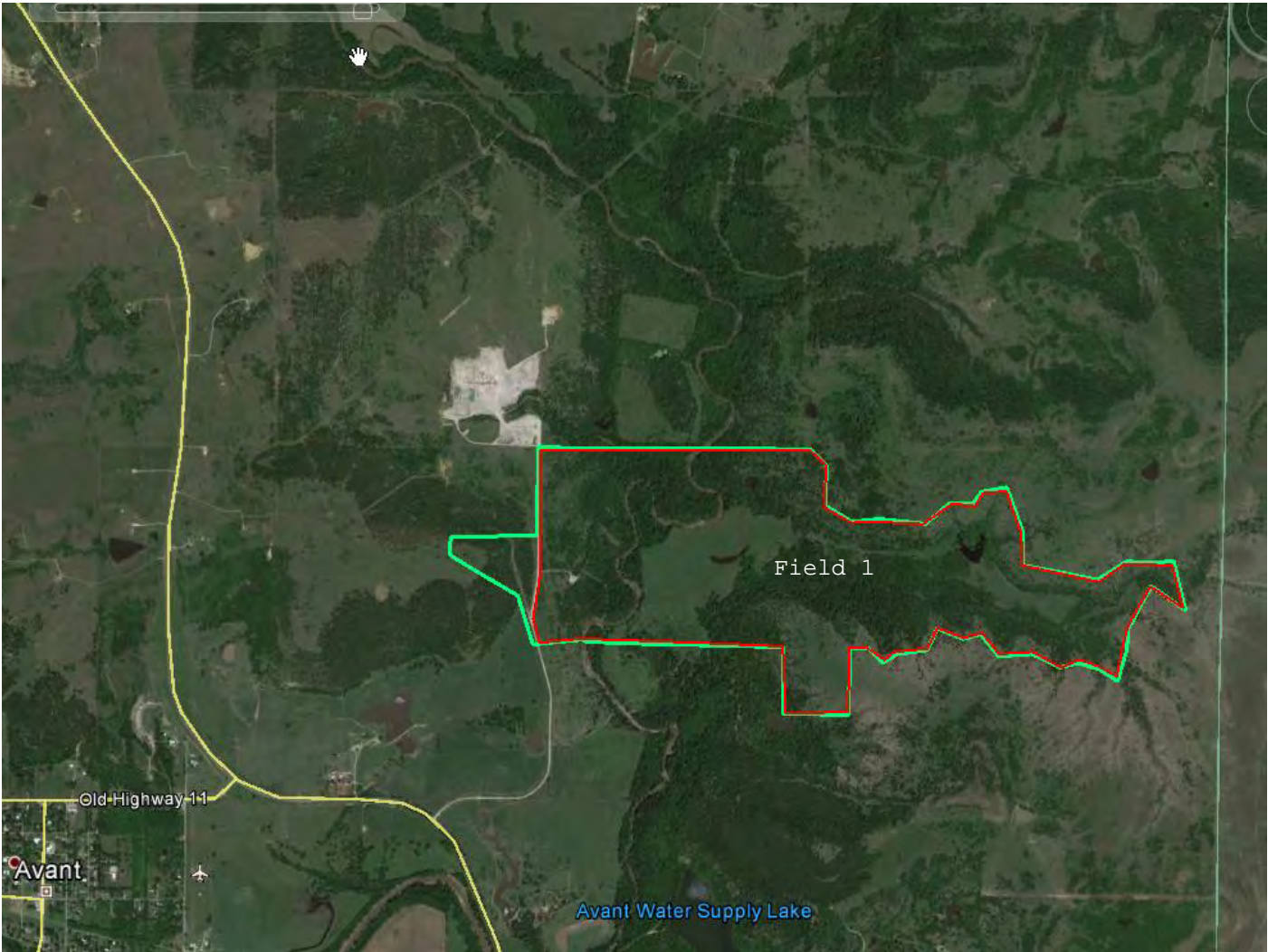
Earnest money submitted: Total bid x .10 = _____

Bidder Signature _____

ODWC Signature _____

NOTE: No individual may submit more than 1 bid per lease without **forfeiting all earnest monies** on higher bids. Any individuals hand carrying lease bids to bid opening must present sealed bid to bid opening officer prior to 2:00 P.M. on the date of opening.

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



Red line=Border of Grazing Lease
Green Line=Border of Candy Creek Wildlife Management Area
Field 1= 495 acre