

**NOTICE OF AGRICULTURAL LEASE SALE BY
SEALED BIDS TO BE OPENED AT
11:00 A.M., May 1, 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: HUGO Wildlife Management Area (WMA), Lease # 6, 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. The lease will begin on July 1, 2023 and expire on August 31st, 2027.

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 February 1st, 2024, 2025, 2026 and 2027.

LEASE CONDITIONS

1. The lessee may harvest only (1) cutting of native grass hay during the months of July and August only. All baled hay along with all equipment must be removed from the fields within 15 days of baling completion, no equipment or baled hay can be stored on area.
2. **All hay lease locations reside within the Hugo Lake floodplain, and as such are prone to periodic flooding. By submitting a bid with said bid approved, lessee acknowledges lease fees are due regardless of weather and field conditions for each year of the lease agreement.**
3. The lessee must have written approval from the U.S. Army Corp of Engineers for all "Restricted Use Pesticides". Prior, written approval must be obtained from ODWC for all "General Use Pesticides".
4. The lessee shall repair any damage to ODWC fields, roads, gates, fence, and/or facilities resulting from his/her operation.
5. The lessee shall burn no grassland, crop residue, weed patches, fence rows, dead timber, or any other, material on the lease area without written approval by the ODWC representative.
6. The lessee shall maintain the lease area free of litter and other solid waste resulting from his/her agricultural operation.
7. The right is hereby reserved to representatives of ODWC to enter upon the lease area at any time for any purpose necessary or convenient to conduct 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.
8. 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 crop.
9. The lessee is responsible for excluding livestock from lease area. Grazing is prohibited.
10. The lessee must have written approval for the use of fertilizer (type, lbs. /acre) from the ODWC representative. Soil test may be required. Costs of such tests shall be borne by the lessee.
11. 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.
12. 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.
13. 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 DESCRIPTION

WMA: Hugo Lease: # 6
Located in Portions of: Sec.(s) 29, T4S, R18E; Pushmataha County, OK
Location:(Map attached) Two miles south of Rattan, OK on Hwy 93, then west of Hwy 93 3/10 mile.
Approved Crops: Native prairie grass hay only.
Field#/Acres - Total Acres: 29 acres.

LEASE PROVISIONS

1. This hay lease is landlocked. Access options for this hay lease will be by permitted access from adjoining landowners through private property, and as such ODWC cannot guarantee lessee will obtain access from adjoining landowners.
2. Portions of the hay lease not utilized for hay production shall be mowed, sprayed with herbicide, or disked before August 31 of the current lease year. Violation of this provision shall result in lease termination and forfeiture of lease fees paid.
3. Hay may be cut and baled during the months of July and August only.
4. All hay bales shall be removed from the area within 15 days of baling completion. No equipment or baled hay can be stored on the area.
5. All gates must be kept closed and locked to prevent any motor vehicle access other than those used in the operation and maintenance by the lessee, with the exception of the main entrance gate.

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 1, 2023), the lease number (# 6) and the name of the WMA (Hugo WMA) plainly written on the front of the envelope. NOTE: Improperly marked envelopes may be rejected. All bids must be mailed to the **Oklahoma Department of Wildlife Conservation, Attn: Secretary/Bid Opening, Durant State Fish Hatchery, 2021 Caddo Hwy., Caddo, OK 74729-3807.** No bids will be accepted after 9:00 A.M. on the opening date. For additional information contact the ODWC representative, at (580)-513-5020 mobile.

Minimum Bid Required: \$23.00 / Acre

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

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

\$ _____ x _____ = \$ _____.

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.

