

NOTICE OF GRAZING LEASE SALE BY  
 SEALED BIDS TO BE OPENED AT  
 11:00 A. M. February 7, 2017  
 LEASE #TC-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 1,312 acres located on the Copan Wildlife Management Area, Washington County, 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 pasture(s) may be grazed for a term of 5 years beginning the 15th day of May annually, fully to be completed and ended on the 13th day of August annually, 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
Tall Cotton	220.0	40	65	24
Mud hole	1,092	188	300	113
<b>LEASE TOTALS</b>	1,312.0	228	365	137

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 local NRCS 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. Routine maintenance and repair of all boundary and interior pasture fences, corrals, tanks, scales, windmills and other livestock equipment will be the total responsibility of the Lessee (major head unit repairs to windmills will be provided by ODWC). 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 unweaned calves may be exempt from weighing.

11. The Lessee and/or his agents must comply with all wildlife laws.

12. No vehicles or equipment are permitted off normally used or maintained roads.

13. Lessee will repair all damages to fences or other livestock equipment within 15 days after gathering, should such damage occur.

**14. Special Provisions if applicable:**

1. Lessee will be required to replace ten sets of three old wooden corner post and h-brace with steel corners and h-brace for a total of 30 corners and 15 h-braces annually. Over the five years lease a total of 150 corner and 75 h-braces. Old wood corner need to be cut off at ground level and steel pipe driven in it at same location of old wood post. The location of the fence and the construction dates will be determined by the area biologist. All fence material (corner post, caps and two inch h-brace pipe) will be provided by ODWC, the lessee is responsible for all of the labor. See attached for fence replacement schedule and map.

3. This area is subject to flooding. Lessee is responsible for all livestock and repairing fences after each flood event.

4. Lessee must have all fence requirements met for that year prior to cattle turn out. Year 5 of the lease, all fence must be completed prior to cattle removal.

This lease may be terminated by the Lessee at any time by giving sixty (60) days 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 years. Annual rental payments shall be made in full by Cashier's check or money order to the Oklahoma Department of Wildlife Conservation by April 1st, annually.

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 April 1 annually, 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, the lease number and the name of the WMA Grazing Lease; and mailed to: Oklahoma Department of Wildlife Conservation, Attn: Bruce Burton Northeast Regional Supervisor, Northeast Regional Office, 9097 N. 34<sup>st</sup>. West, Porter Ok. 74457-2743.**

For further information and details on lease provisions contact the Area Biologist John Rempe, Phone: 918-629-5108.

NOTE: Bids must be signed. All mail in bids must be received by February 6, 2017, Walk in bids will be accepted February 7, 2017 before 10:00 A.M.. No bids will be accepted after 10:00 A.M. on February 7, 2017.

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

NOTE: TO BE FILLED OUT BY BIDDER:

**Minimum Bid Required: \$ 2.50 / acre = \$3,280.00**

Bidders name (please print) \_\_\_\_\_

Lease number TC-1 \_\_\_\_\_

Total bid per year \_\_\_\_\_ (Annual Payment)

Earnest money submitted: Total bid per year 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.

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

Grazing Lease/revised March 2015