

**NOTICE OF AGRICULTURAL (HAY) LEASE SALE BY  
SEALED BIDS TO BE OPENED AT  
11:00 A.M., March 30 , 2021**

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

Terms of Lease: Fort Gibson Wildlife Management Area (WMA), Lease # H8 , and for a 5 crop (hay) year period. Native hay may only be cut from July 1-31. **The lease will expire on July 31, 2025.**

Bids shall be for cash and other considerations. All bids must be accompanied by a remittance for 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 May 1 , 2022 , 2023 , 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 will be required to plant ten percent (10%) of the lease acreage to a crop for ODWC use. The crop, its location, and use will be determined by the ODWC representative, the lessee will not pay cash rent on such acreage.
3. 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.
4. Prior, written approval must be obtained from the U.S. Army Corps of Engineers for all "Restricted Use Pesticides". Prior, written approval must be obtained from ODWC for all "General Use Pesticides".
5. **Native grass hay (prairie hay) can only be cut once from July 1-31.**
6. Crop residues cannot be baled, unless stated otherwise in the lease provisions.
7. Wheat and oat residues may be cultivated after harvest of the crop, unless stated otherwise in the lease provisions. All other crop residues cannot be cultivated before February 1, except corn and grain sorghum residues which may be chisel plowed one (1) time prior to February 1, unless special restrictions apply and are listed in the lease provisions.
8. The lessee is responsible for excluding livestock from all planting. Grazing is prohibited unless it is included in lease provisions.
9. Soil tests are recommended on all fields and minimum fertilization rates are to be applied on all planting. Costs of such tests shall be borne by the lessee.
10. 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.
11. The lessee shall repair any damage to ODWC roads, gates, and/or facilities resulting from his/her operations.
12. 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.
13. The lessee shall maintain the lease area free of litter and other solid waste resulting from his/her agricultural operations.
14. 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.
15. 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.
16. Agricultural operations shall not be conducted during any restricted periods including: \_\_\_\_\_

17. 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.
18. 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.
19. 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: Fort Gibson

Lease # H8

Located in Portions of: Sec. 3, T17N, R18E, Wagoner Co. OK

Location :( Map attached) 0.25 miles North of Wagoner, OK

Field#/Acres - Total Acres: #21 / 6.0 ac., #22/ 10.0 ac., = Total Acres 16.0

#### LEASE PROVISION

1. Lease years 2021, 2022, 2023, and 2024: Lessee will be required to plant 1.6 acres of wheat for the ODWC's 10% by September 30, each year at a rate of 120 lbs. per acre and fertilized with 19-19-19 at a rate of 200 lbs. per acre.
2. Lease year 2025: Lessee will be required to plant 1.6 acres of Black Oil Sunflower for the ODWC's 10% by June 10 each year. The Black Oil Sunflower is to be planted at a rate of 25 lbs. per acre and fertilized with 19-19-19 at a rate of 200 lbs. per acre.
3. The ODWC's 10% is to be planted in the locations identified on the attached map unless otherwise directed by the Area Biologist.
4. All cover strips must be 50 feet wide and must be left untouched as shown on the attached map.
5. All hay bales MUST be removed by August 31 each year. Hay bales cannot be stored anywhere on ODWC property.
6. Only fields marked on the attached map may be cut. All other fields not marked shall be considered as cover and are not to be disturbed.

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 ( March 30 , 2021 ), the lease number (# H8 ) and the name of the WMA ( Fort Gibson ) 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: Brett Thompson, PO Box 323, Wagoner, Oklahoma 74477-0323**. No bids will be accepted after 11:00 A.M. on the opening date. For additional information contact the ODWC representative, Brett Thompson at (918)-625-3910.

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

**ODWC Acres (10%): 1.6**

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

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

**\$ \_\_\_\_\_ x 16.0 = \$ \_\_\_\_\_.**

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

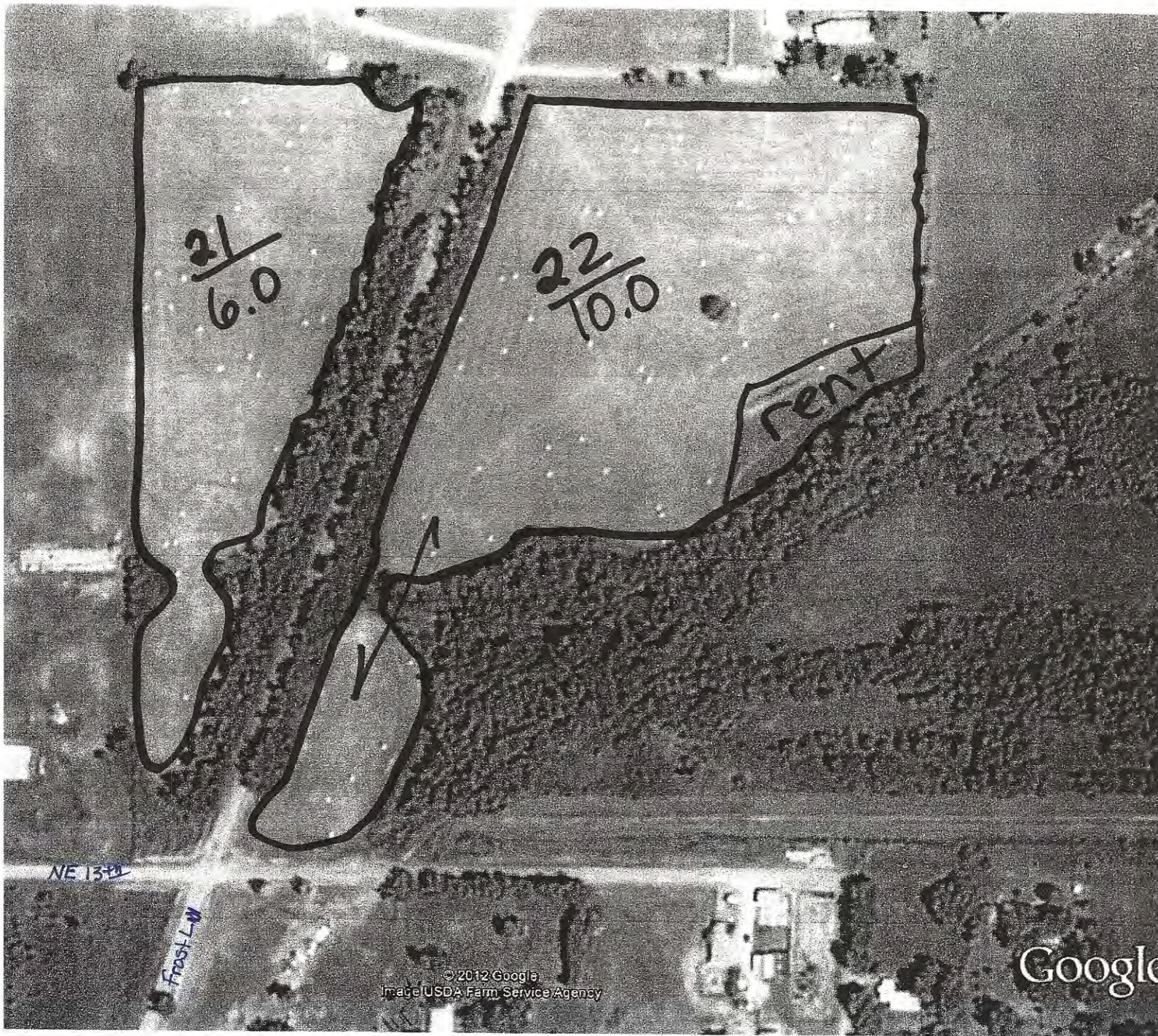
**\$ \_\_\_\_\_ x .25 = \$ \_\_\_\_\_.**

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

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

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





Lease H8

Fields #  
21 = 6.0 ac  
22 = 10.0 ac