

**NOTICE OF AGRICULTURAL LEASE SALE BY  
SEALED BIDS TO BE OPENED AT  
11:00 A.M., February 7, 2017  
All mailed bids must be received by February 6, 2017.**

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: Oologah, Lease # 1. This lease will be for a **four (4)** 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. Summer crops include but are not limited to: corn, milo, soybeans, beans, sunflowers and millet. Fall crops include but are not limited to: winter wheat. The lease will expire on August 1, 2020 for fall crops and February 1, 2021 for summer 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 bid, provided that failure to comply with any of the terms thereof will be grounds for forfeiture of earnest money as liquidated damages for such breach. Subsequent lease payments will be due on February 1, 2018, 2019, 2020. Checks will be promptly returned to unsuccessful bidders. The ODWC reserves the right to reject any and/or all bids.

**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 its 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.
4. All "Restricted Use Pesticides" are prohibited. Prior written approval must be obtained from ODWC for all "General Use Pesticides".
5. 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.
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 on all lands owned or managed by the ODWC unless 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 CFSA 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 unharvested crops.
16. Agricultural operations shall not be conducted during any restricted periods listed: **During the 16-day deer gun season.**
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; and provided that in case of such termination, no remission or charges shall be made against the ODWC or any representative thereof.

### **LEASE PROVISIONS**

Lease located on: Oologah,

Lease #: 1, Portions of Sec.(s)12, 13, 22, 23, & 25, T26N, R16E and Sec.(s) 7 & 30, T26N, R17E; Nowata Co. OK.

Location: (Maps attached) 3 miles north & 3 miles east of Nowata, OK in Nowata County.

Approved Crops: Corn, milo, oats, beans, peas, sunflower, millet, haygrazer and wheat.

Field#/Acres - Total Acres #1 / 7.9 ac., #2 / 20.6 ac., #3 / 30.2 ac., #4 / 6.5 ac., #5 / 9.5 ac., #6 / 7.5 ac., #7 / 4.6 ac., #8 / 11.3 ac., #9 / 27.3 ac., #10 / 10.7 ac. and #11 / 32.8 ac. - Total Acres / 168.9.

Specific lease provisions:

1. **A MINIMUM OF 50% OF THE TOTAL ACRES MUST BE PLANTED TO ONE OF THE ABOVE APPROVED CROPS EACH YEAR.**

2. The departments 10% of the crop(s) will be left standing in strips distributed evenly across each field as prescribed by the area biologist.
3. If wheat is planted as the primary crop, the departments 10% will be brushhogged between August 5<sup>th</sup> through 25<sup>th</sup> by the lessee. The departments share of wheat may not be cultivated for fall planting until after September 10<sup>th</sup>.
4. Double cropping will be permitted **only** if the lessee utilizes no-till farming methods to plant a secondary crop. The primary crop will be the crop that has a seed bed prepared prior to planting. The secondary crop will be the crop planted by a **no-till method**. In these fields, the ODWC's 10% will be left standing in strips distributed evenly across the fields from the primary crop or as designated by the ODWC representative.
5. Wheat straw may be baled to enhance wildlife use and facilitate planting operations.
6. If conditions warrant, **and approved by the area biologist**, fields that are heavily infested with vegetation may be baled to facilitate planting operations.

**BIDDING PROCEDURE**

All bids must be signed and 25% of the bid total must be remitted with the bid. All bids must be in an envelope with the opening date **February 7, 2017** and **Oologah Ag Lease #1** marked on the front.

**Note: All mailed bids must be received by February 6, 2017.**

**Note:** Improperly marked envelopes may be rejected. All bids must be mailed to: **Oklahoma Department of Wildlife Conservation, Attn: Bruce Burton, 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: \$3.50 /Acre**

**ODWC Acres(10%): 16.8**

**NOTE: TO BE FILLED IN BY BIDDER**

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

**\$ \_\_\_\_\_ x 152.1 ac. = \$ \_\_\_\_\_**

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

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

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Bidder Signature	Date	ODWC Signature	Date
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**Note:** If awarded the lease, this document will serve as the Lease Agreement.

**Ag Lease Agreement form:** Revised Jan. 2013