

**NOTICE OF AGRICULTURAL LEASE SALE BY
SEALED BIDS TO BE OPENED AT
2:00 P.M., February 28, 2023
Note: Mailed bids must be received by **February 27, 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: KAW Wildlife Management Area (WMA), Lease # 19, 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. Summer crops include but are not limited to: corn, milo, beans, peanuts, and sunflowers. Fall crops include but are not limited to: winter wheat and fall oats. The lease will expire on August 1, 2028 for fall crops and February 1, 2028 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 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 payments will be due on Feb. 1, 2024, 2025, 2026, and 2027.

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 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 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: DEER GUN SEASON DEER MUZZLELOADER SEASON. 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.
17. 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.
18. 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: KAW WMA Lease: # 19

Located in Portions of: Sec 2,3 27N-5E, 34,35 28N-5E, Kay and Osage Co. Okla.

Location:(Map attached) approximately 17 miles east and 3 miles south of Newkirk, Okla.

Approved Crops: Soybeans, Mungbeans, Corn, Milo, Millet, Wheat, Alfalfa, Canola, and Oats.

Field#/Acres - Total Acres: Sec. 34, #H1 = 27.8, #H2 = 11.54, #1 = 10.75, #2 = 29.87, #3 = 26.39, #4 = 63.72, #5 = 25.96, Sec. 35 #H3 = 5.97, #6 = 54.99, #7 = 3.9, #8 = 37.25, Sec. 3 #9 = 18.0, #10 = 5.3, Total Acres = 321.44

LEASE PROVISIONS

1. Double cropping will be permitted for crop rotation or if the lessee uses 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. In these fields, the ODWC's 10% will be left standing in a location designated by the ODWC representative.
2. A catch crop will be permitted within the lease expiration if the first crop is lost to flooding, drought, insects, weeds, and/or poor germination.
3. Wheat straw may be baled to enhance wildlife use and facilitate planting operations.
4. If conditions warrant, fields that are heavily infested with vegetation may be baled to facilitate planting operations ONLY IF planted within 30 days of baling.
5. If weather conditions are favorable all fall plantings should be completed by Oct. 15.
6. Wheat stubble may only be cultivated prior to February 1, if re-planted with wheat in the same calendar year. No field may be left cultivated and unplanted through the winter months.
7. Each field must have at least one crop planted per calendar year.
8. Native hay is considered an approved crop where outlined on maps.
9. Fields noted by the letter "H" are for native hay cutting only. Native hay can only be cut during the month of July. All other agricultural practices are prohibited in these fields. The ODWC 10% for native hay fields will be left in crop fields as determined by the area biologist.
10. Oats can be planted in a crop rotation or if double cropping. Oats cannot be the only crop planted on any field in a calendar year.

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 (February 28, 2023), the lease number (# 19) and the name of the WMA (Kaw) plainly written on the front of the envelope.

Note: Mailed bids must be received by **February 27, 2023**

NOTE: Improperly marked envelopes may be rejected. All bids must be mailed to the **Oklahoma Department of Wildlife Conservation, Attn: Assistant Chief/Bid Opening, Wildlife Division, PO Box 53465, Oklahoma City, OK 73152.** No bids will be accepted after 2:00 P.M. on the opening date. For additional information contact the ODWC representative, Joey McAllister at 405-823-7936.

Minimum Bid Required: \$ 20.00 / Acre ODWC Acres(10%): 32.14

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

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

\$ _____ x 289.3 = \$

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

\$ _____ x .25 = \$

Mailing Address: _____

Phone Number: _____

Email: _____

BIDDER SIGNATURE DATE

ODWC SIGNATURE DATE

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

