

**NOTICE OF AGRICULTURAL LEASE SALE BY
SEALED BIDS TO BE OPENED AT
11:00 A.M. May 24, 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: Hackberry Flat Wildlife Management Area (WMA), Lease # 2, and for a 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 and/or fall oats. The lease will expire on February 1, 2027, for summer crops and July 1, 2027, for fall 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 the date of bid acceptance to pay the balance of the first lease payment. Such bidder shall be liable for the full amount of bid, if 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 June 1, 2024, 2025, 2026, 2027. 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 Milo 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 the account thereof against ODWC or any representative thereof.
15. Hunters and other consumptive and non-consumptive users of the lease area shall always be granted free foot access, 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: None.
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

WMA: Hackberry Flat, Lease # 2, Field #1 Portions of: ; Section 11 T3S R17W

Field #2 Portions of: Section 14 T3S R17W

Location:(Map attached) Field #1 SW ¼ of Section 11: Field #2 NE ¼ of Section 14

Approved Crops: Winter Wheat

Field# - Acres - Total Acres: Field #1, 90 acres (81 acres lessee portion and 9 acres ODWC portion).
Field #2, 145 acres (130.5 acres lessee portion and 14.5 acres ODWC
portion).

Specific lease provisions:

1. The ODWC's 10% will be Winter Wheat. This portion of the crop will be left in the field as designated by the ODWC representative. Fall planted crops must be planted by December 1.
2. The contract will begin July 1, 2023, or immediately following the harvest of the existing crop. The contract will terminate on July 1, 2027, or immediately following the 2023 harvest, whichever occurs earlier.
3. Winter Wheat must be planted by December 1 in fields numbers 1 and 2 or as designated by the ODWC representative.
4. A minimum of 50% of the total acres of the lease must be farmed (planted) each year.
5. If the lessee's portion of crop is destroyed due to catastrophic weather event, the lessee shall be allowed to cut and bale straw for hay.

6. Fields may be cut and baled post-harvest for field clean up one (1) time prior to fall planting.
7. Farming practices are not restricted to conventional tillage farming, no-till and minimum tillage practices are allowed.

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 **May 24, 2023,** and **Hackberry Flat WMA Bid** marked on the front. **Note:** Improperly marked envelopes may be rejected. Bids may be hand delivered or mailed to: **Oklahoma Department of Wildlife Conservation C/O Kelvin Schoonover, 211 North 15 Street, Frederick, Ok 73542** No bids will be accepted after 11:00 A.M. on the opening date. For additional information contact the ODWC representative, **Kelvin Schoonover 405-823-8425**

Minimum Bid Required: **\$ 5.00 /Acre**

ODWC Acres (10%): **23.5**

NOTE: TO BE FILLED IN BY BIDDER

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

\$ _____ x 211.5 ac = \$ _____

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

\$ _____ x .25 = \$ _____

Bidder Signature	Date	ODWC Signature	Date
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Please print the following information:

Bidder Name: _____

Mailing Address: _____

Phone Number: _____

Note: If awarded the lease, this document will serve as the Lease Agreement.
Hackberry Flat WMA Lease #2
Ag Lease Agreement form: Revised March 2023



LEASE #2

FIELD #1

SW 1/4

Section 11 T3S R17W

90 acres

600ft

-98.9515411 34.3085211 Degrees



LEASE # 2

Field # 2

NE 1/4

Section 14 T3S R17W

145 acres

600ft

-98.9469063 34.3014487 Degrees