NOTICE OF AGRICULTURAL (HAY) LEASE SALE BY SEALED BIDS TO BE OPENED AT 2:00 p.m., <u>February 11, 2025</u>

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

Terms of Lease: <u>James Collins Wildlife Management Area</u> (WMA), <u>Lease # 1</u>, and for a <u>5-year</u> period. The lease will expire on September 1, 2029.

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. 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 June 1, 2026, 2027, 2028, and 2029.

LEASE CONDITIONS

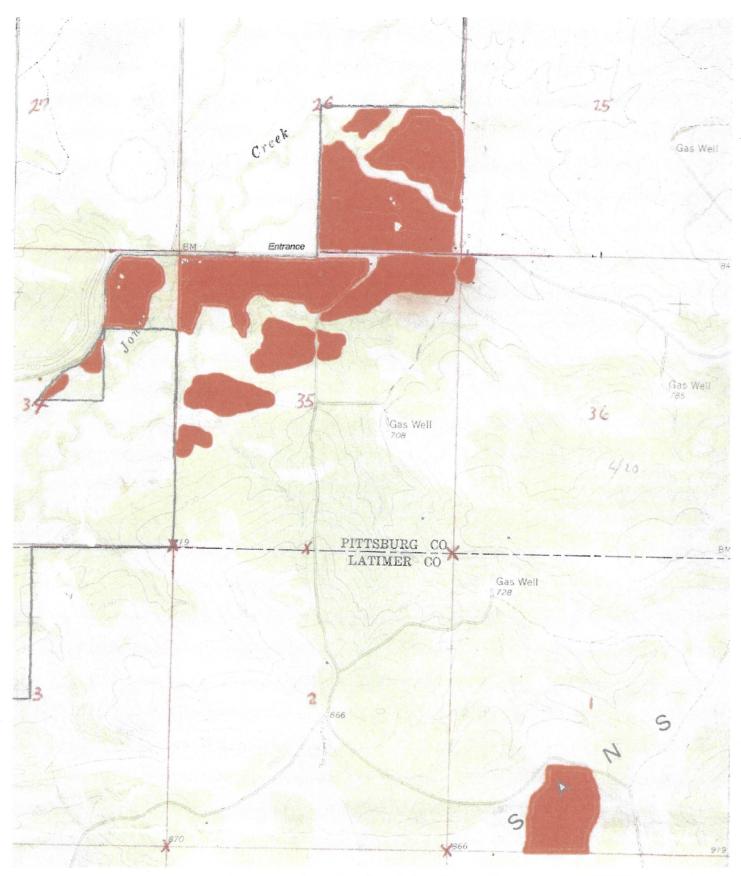
- 1. All "Restricted use Pesticides" are prohibited. Prior written approval must be obtained from ODWC for all "General Use Pesticides".
- 2. Native grass hay (prairie hay) can only be cut once annually during the month of July. All bailed hay should be removed from the fields by August 15 annually. Additional time for bailing and removal of hay from the field can be granted by the area biologist due to wet weather.
- 3. The lessee shall repair any damages to ODWC roads, gates, and/or facilities resulting from his/her operations.
- 4. The lessee shall maintain the lease area free of litter and other solid waste resulting from his/her agricultural operations.
- 5. The right is hereby reserved to representatives of the ODWC to enter upon the lease area at any time for any purpose necessary to conduct 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.
- 6. 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.
- 7. 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.
- 8. The lessee shall cut no standing timber, conduct no mining operations, 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.
- 9. At the discretion of the ODWC Director, a lease may be terminated at any time for failure to comply with any terms, conditions, or provisions; for the violation of any rule or regulation 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 on the WMA.

Lease Description

| WMA: | James Collins WMA | <u>· </u> | Lease # | 1 |
|------------|------------------------------|--|-----------------------|----------------|
| of Feathe | erston, Oklahoma. | the James Collins WMA | | |
| Total Acr | res: <u>260</u> | | | |
| | | BIDDING PROC | <u>EDURE</u> | |
| in an env | elope with the oper | 5% of the bid total mus ning date February 11, 2 marked envelopes may | 025, and James Collir | |
| Caddo, C | OK 74729-3807. No | Durant Fish Hatchery, At bids will be accepted aft ontact the ODWC repres | er 2:00 P.M. on Febru | uary 11, 2025. |
| Minimur | n bid Required: <u>\$ 12</u> | 00/Acre | | |
| NOTE: 1 | O BE FILLED IN BY B | <u>IDDER</u> | | |
| BID (\$)/A | Acre x Acres Bi | d on = Total Bid | | |
| \$ | x <u>260</u> a | acres = \$ | | |
| Earnest I | Money: Total Bid (\$) | x 25 % = \$ submitted | With Bid | |
| \$ | x .25 | = \$ | | |
| Bidder na | me | Bidder signature | Date | |
| ODWC Sig | gnature | Date | | |

Note: If awarded the lease, this document will serve as the Lease Agreement for James Collins WMA Hay lease # 1.

James Collins Wildlife Management Area



Acres included in hay lease = 260 acres