

NOTICE OF GRAZING LEASE SALE BY SEALED BIDS TO BE OPENED AT

11:00 A. M. February 11, 2022

LEASE Beaver River #2

The Commission of the Oklahoma Department of Wildlife Conservation, State of Oklahoma, invites sealed bids for grazing lease(s) upon the following term covering approximately 5166 acres located on the Beaver River Wildlife Management Area, Beaver County(s), Oklahoma.

THIS AREA TO BE FILLED BY THE DEPARTMENT OF WILDLIFE UPON AWARD OF THE LEASE

This lease made and entered into this _____ day of _____, 20____, by and between the Oklahoma Department of Wildlife Conservation, hereinafter called the "Department", and _____ of _____ hereinafter called the "Lessee" in accordance with the provisions of existing laws and regulations (29 O.S., Section 3-105), witness to: That for and in consideration of the rents, covenants, and agreements hereinafter provided, the Department hereby lets unto the Lessee for the purpose of grazing, the land and premises described as shown on Attachment A and described below.

The Lessee in consideration of all of the foregoing, covenants and agrees, as rental for the land and premises to compensate the Department in the sum of _____ annually.

The following pasture(s) may be grazed for a term of 5 years beginning the 1st day of April annually, fully to be completed and ended on the 25th day of August annually, subject to the conditions hereinafter set forth.

This lease is subject to the following conditions:

1. The stocking rates have been determined for each grazing unit (pasture) in order to utilize no more than 50 percent of annual perennial grass growth. Stocking rate does not consider annual grasses or forb production. Stocking rates for each pasture shall be as follows:

<u>PASTURE NAME</u>	<u># ACRES</u>	<u># ANIMAL UNITS</u>	<u># STOCKERS <650 lbs.</u>	<u># BRED COWS OR COW/CALF PAIRS</u>
<u>Slough Pasture</u>	<u>2936</u>	<u>140</u>	<u>233</u>	<u>100</u>
<u>Dry Pasture</u>	<u>2230</u>	<u>70</u>	<u>117</u>	<u>50</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
LEASE TOTALS	<u>5166</u>	<u>210</u>	<u>350</u>	<u>150</u>

Animal unit equivalents to be used in figuring grazing rates are as follows:

Weaned calf to yearling (400-650 lbs.)	0.6 animal units
Steer or Heifer (over 650lbs.)	1.0 animal units
Dry Cow (Not Bred)	1.0 animal units
Bred Cow	1.4 animal units
Cow with calf	1.4 animal units
Bull - mature	1.4 animal units

2. The Lessee will comply with all Federal and/or State laws pertaining to tick and other insect control and animal health regulations. All animals must be dipped, sprayed or receive Ivomec treatment or other acceptable methods for tick and louse control prior to entering the lease area.

3. In the event the Lessee fails to comply with the specific grazing dates and/or stocking rates for each pasture, the Lessee will be subject to a penalty of \$2.00, per head, per day, for each head of cattle on the premises in excess of the permitted stocking rate up to 30 days, at which time the rate shall triple. All of Lessee's cattle found on State lands that are not a part of the lease will also be assessed the above rate. This penalty shall not apply to situations resulting from flooding, wind or fire damage to fences so long as Lessee corrects violations within two days of notification by the Department.
4. Subleasing of grazing rights is prohibited.
5. The feeding of hay or other supplements must be approved by Area Biologist. All salt and mineral station locations must be approved by Area Biologist.
6. Turn out or gathering dates may be flexible by five days upon mutual consent of both parties.
7. The annual stocking rate may be adjusted in case of drought annually upon notification by the Department and based on local NRCS recommendations. Notification will be made and the lease rate for that pasture will be adjusted accordingly. A Lease or parts thereof may be terminated in case of fire or some other natural disaster. A refund based on prorated days use will be returned to the Lessee if terminated.
8. If deemed necessary by the Area Biologist and included in the special provisions, stocking rates may be adjusted annually upon mutual consent of both parties. If stocking rates are adjusted, the annual lease payment will be adjusted accordingly, based on original per-animal-unit bid. Stocking rate adjustments should be made before February if possible. Stocking rates should not be adjusted during a grazing season, unless warranted under item 7.
9. Routine maintenance and repair of all boundary and interior pasture fences, corrals, tanks, scales, windmills and other livestock equipment will be the total responsibility of the Lessee (major head unit repairs to windmills will be provided by ODWC). Fence materials for repairs will be furnished by the Department. All maintenance, including watering facilities, fences, gates, and water gaps must be checked, and repairs completed a minimum of three days prior to turn out.
10. All cattle must be weighed prior to turn out and at the end of each annual lease period. Records of weights will be made available to the Department. Actual Use Records must be maintained and furnished to the Department. At the discretion of the Area Biologists, Dry Cow, Bulls, or Cows with unweaned calves may be exempt from weighing.
11. The Lessee and/or his agents must comply with all wildlife laws.
12. No vehicles or equipment are permitted off normally used or maintained roads.
13. Lessee will repair all damages to fences or other livestock equipment within 15 days after gathering, should such damage occur.
14. Special Provisions if applicable:
 - **Lessee will need to use their own portable corrals for loading and unloading livestock on this lease. All livestock will need to be delivered and shipped Monday through Friday, the Lessee will need to plan accordingly, and coordinate delivery dates and shipping dates a minimum of 2 days in advance with Department personnel.**
 - **Stocking rates may be adjusted annually upon mutual consent of both parties. If stocking rates are adjusted, the annual lease payment will be adjusted accordingly, based on original per-animal-unit bid.**
 - **Lessee will be required to remove and replace 1.50 miles of fence before turnout on the THIRD year of the lease, an additional 3 mile of fence removal will be required by the THIRD year of the lease. The location of the fence to be removed and replaced, the construction specifications, etc. will be determined by the area Biologist. Fence construction may not occur between October 1 and January 15 annually.. All fence materials will be provided by the Department.**
 - **All public use cattle guards must be cleaned out prior to cattle turnout annually at lessee expense. A total of 4 on this lease**
 - **The Beaver River has been dry. This is not a reliable water source for livestock. Lessee may have to haul water. Tank sites must be approved by area Biologist.**

This lease may be terminated by the Lessee at any time by giving 60 days-notices in writing to the Director of the Oklahoma Department of Wildlife Conservation, provided that in case of such termination, no remission or charges shall be made. Lessee forfeits all right or entry to lease area at end of the 60-day period.

At the discretion of the Director, the lease shall not be renewed at its annual expiration if the Lessee has been convicted of a fish or wildlife violation, or the lease may be canceled immediately by the Director during the lease period if a fish or wildlife violation occurs which is in any way related to the rights and privileges conferred by the lease contract or the lease area.

Non-compliance with any condition of the lease constitutes justification for the immediate termination by the Department.

This lease shall be for a period of 5 years. Annual rental payments shall be made in full by Cashier's check or money order to the Oklahoma Department of Wildlife Conservation by April 1st annually.

In witness thereof, the Lessee has affixed his hand this day and year first above written, and the Department hereunto has caused to be attached his legal acceptance on which he has affixed his hand.

In no instance may stocking rates be adjusted higher within the grazing lease unless specified in Special Provisions.

All bids must be accompanied by a remittance in the amount of 10 percent of each bid as earnest money, checks will be promptly returned to unsuccessful bidders. Successful bidders must pay the balance of the lease payment on or before April 1 annually, and 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 cancellation of earnest money as liquidated damages for such breach.

All bids must be sealed in an envelope with the date of the bid opening (February 11 , 2022), the lease number (# 2) and the name of the WMA (Beaver River WMA) plainly written on the front of the envelope.

All bids must be mailed to:

**Oklahoma Department of Wildlife Conservation
NW Region Office Attn: Bid Opening
3014 Lakeview Drive
Woodward, OK 73801**

For additional information contact the ODWC representative, Weston Storer at (806) 339 - 5175.

NOTE: The Department reserves the right to reject any and all bids.

Improperly marked envelopes may be rejected.

Bid forms not properly filled out will be rejected.

Bids must be signed.

No bids will be accepted after 11:00 a.m. on February 11, 2022.

Mailed bids must be received by the close of business on February 10, 2022.

Note: THIS AREA IS TO BE FILLED OUT BY THE BIDDER:

Bidder's name: (please print) _____ Phone #: _____

Bidder's address: _____

Lease number: _____

Total Bid per year: _____ (Annual Payment)

Earnest money submitted: Total bid per year x .10 _____

Bidder Signature: _____ Date: _____

ODWC Signature: _____ Date: _____

NOTE: No individual may submit more than one bid per lease without forfeiting all earnest monies on higher bids. Any individual's hand carrying lease bids to the bid opening must present a sealed bid to the bid opening officer prior to 11:00 a.m. on the date of the lease bid opening for that lease.

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

