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

10:00 A. M. <u>February 2, 2023</u>

<u>Mailed Bids must be received by the close of business on February 1, 2023</u> LEASE #\_\_\_\_\_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 <u>4,225 acres</u> located on the <u>Cimarron Hills</u> Wildlife Management Area, <u>Woods</u> County, Oklahoma.					
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THIS AREA TO BE .FILLED BY THE DEPARTMENT UPON A WARD OF THE LEASE					
Wildlife Conservation hereinafter called the 105), witness to: That	n, hereinafter can "Lessee" in according for and in corts unto the Lesses	alled the "Departmen cordance with the pro- nsideration of the rent	t", and visions of existing laws ares, covenants, and agreeme	not regulations (29 O.S., Section 3-ents hereinafter provided, the emises described as shown on	
The Lessee in conside compensate the Depart				for the land and premises to	
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			years beginning the 1st of lly, subject to the condition	day of _April_annually, fully to be ons hereinafter set forth.	
This lease is subject to	o the following	conditions:			
	s growth. Stock			to utilize no more than 50 percent of rb production. Stocking rates for each	
PASTURE NAME	# ACRES	# ANIMAL UNITS	# STOCKERS <650 lbs.	(OR) # COW/CALF PAIRS	
House Pasture	167	<u>11</u>	19	8	
_East Pasture	_1,220	81	135	<u>58</u>	
_North Pasture	634	42	70	30	
Middle Pasture	638	43	72	31	
_River Pasture	1,566_	105	175	75	
LEASE TOTALS	4,225	282	471	202	
Animal unit equivaler Weaned calf to yearling Steer or Heifer (over a Cow-dry (1,000 lbs.) Cow with calf Bull - mature	ng (400-650 lb	s.) 0.6 animal units 1.0 anir 1.0 anir 1.4 anir	es are as follows:  nal unit  nal unit  nal units  nal 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. 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. Maintenance must be completed three days prior to turnout.
- 10. All cattle must be weighed prior to turnout 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:

Stocking rates may be adjusted annually to achieve proper grazing pressure. Lessee will be notified by February 1 annually if the stocking rate will be changed for the following grazing season. Scale weights are not required for cow/calf pairs.

Lessee may use the corrals at the WMA Headquarters for loading and unloading livestock on this lease.

Lessee will remove a minimum of 3 miles of interior fence as designated by the Area Biologist within the first two years of this lease.

Lessee will place salvaged fencing materials in a location designated by Area Biologist.

<u>Lease shall follow a pasture rotation schedule, turning into a different pasture at the beginning of each year of the lease.</u>

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.

Grazing lease form 061614

Department.
This lease shall be for a period of5_years. Annual rental payments shall be made in full by Cashier's check or money order to the Oklahoma Department of Wildlife Conservation byApril 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 instances 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 2, 2023), the lease number (#2) and the name of the WMA (Cimarron Hills) plainly written on the front of the envelope.
All bids must be mailed to: Oklahoma Department of Wildlife Conservation Attn: Grazing Lease NW Region Office 3014 Lakeview Dr. Woodward, OK 73801
For additional information contact the ODWC representative, at (405) _990-7206
rejected. Bid forms not properly filled out will be rejected. Bids must be signed. No bids will be accepted after 10:00 a.m. on <u>February 12 2023.</u> 10:00 A. M. <u>Mailed Bids must be received by the close of business on February 1, 2023</u> Note: THIS AREA IS TO BE FILLED OUT BY THE BIDDER:
Bidder's name: (please print)
Bidder's address:
Lease number:
Total Bid per year:(Annual Payment)
Earnest money submitted: Total bid per year x .10
Bidder Signature:
ODWC Signature:
NOTE: No individual may submit more than one bid per lease without forfeiting all earnest monies on higher bids. Any individuals hand carrying lease bid to the bid opening must present a sealed bid to the bid opening officer prior to 10:00 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." Cimarron Hills_#2

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

