

NOTICE OF GRAZING LEASE SALE BY
SEALED BIDS TO BE OPENED AT
2:00 P. M., January 24th, 2023. If mailed must be received by January 23rd, 2023.
LEASE # 1

The Commission of the Oklahoma Department of Wildlife Conservation, State of Oklahoma, invites sealed bids for grazing lease(s) upon the following terms covering approximately 3797 acres located on the Arbuckle Springs Wildlife Management Area, Johnston County, Oklahoma.

DO NOT WRITE IN THE FOLLOWING SPACES

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) are included in the grazing lease for a term of 5 years beginning the 15th day of March annually, fully to be completed and ended on the 31st day of July annually, subject to the conditions hereinafter set forth. This lease ends July 31, 2027.

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% of annual perennial grass growth. Stocking rate does not consider annual grasses or forb production. Stocking rates for each pasture shall be as follows:

PASTURE NAME	# ACRES	# ANIMAL UNITS	# STOCKERS <650 lbs. (OR)	# COW/CALF PAIRS
North	2148	162	270	116
South	696	78	130	56
West	953	60	100	43
Per year total:	3797	300	500	215
*Hayfield	57	0	0	0
*NOT INCLUDED IN LEASE				

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

Weaned calf to yearling (400-650 lbs.)	.6 animal units
Steer or Heifer (over 650 lbs.)	1.0 animal units
Cow-dry (1,000 lbs.)	1.0 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 Wildlife Management Area (WMA) 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 the WMA 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. 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. Accurate records of use 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**

- Annual grazing evaluations per pasture will be conducted. These evaluations may dictate increase or decrease in the number of animal units per pasture and can be changed annually to ensure desired habitat goals. Initial stocking rates are set at a conservative level, so decrease in initial stocking rates are only expected under extenuating circumstances (items 7&8).
- Cattle are not allowed in 57-acre hayfield pasture.

This lease may be terminated by the Lessee at any time by giving sixty (60) days notice 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 of entry to lease area at end of the sixty (60) day period.

At the discretion of the Director, the lease shall not be renewed after its annual expiration date 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 February 1st annually.

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

All bids must be accompanied by a remittance in the amount of **ten (10) percent of each bid as earnest money**; checks will be promptly returned to unsuccessful bidders. Successful bidders must pay the remaining 90 percent balance of the initial bid within 90 days. Remaining annual payments must be made before **February 1st** annually, for the full amount of the bid. Failure to comply with any of the terms thereof will be grounds for cancellation of earnest money as liquidated damages for such breach.

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

All bids should be sealed in an envelope plainly marked with: Attention: Arbuckle Springs WMA Grazing Lease #1; and mailed to: Oklahoma Department of Wildlife Conservation, 1801 N Lincoln Blvd. Oklahoma City, OK 73105.

For further information and details on lease provisions contact the Area Biologist John Carter, Phone: 405-823-8383

NOTE: Bids must be signed. Bids sent by mail must be received by 1/23/2023.

NOTE: All envelopes and bid forms not properly filled out will be rejected.

NOTE: TO BE FILLED OUT BY BIDDER:

Bidders name (please print) _____

Lease number 1 _____

Total bid per year _____ (Annual Payment)

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

Per Animal Unit Price _____ x 300 Animal units = _____ (Annual Payment)

Bidder Signature _____

Date _____

Please Print the Following Information:

Bidder Name _____

Mailing Address _____

Phone Number _____

Email Address _____

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.

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

NOTE: No individual may submit more than 1 bid per lease without **forfeiting all earnest monies** on higher bids. Any individuals hand carrying lease bids to bid opening must present sealed bid to bid opening officer prior to **1:00 P.M. on 1/24/2023**, the day of bid opening.

