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: KAW Wildlife Management Area (WMA), Lease # 9, and for a 5 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, beans, peanuts, and sunflowers. Fall crops include but are not limited to: winter wheat and fall oats. The lease will expire on August 1, 2028 for fall crops and February 1, 2028 for summer 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 date of bid acceptance to pay the balance of the first lease payment. Such bidder 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 forfeiture of the 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 payments will be due on Feb. 1, 2024, 2025, 2026, and 2027.

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. 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 use will be determined by the ODWC representative, the lessee will not pay cash rent on such acreage. 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.

2. 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 for wildlife use. The lessee shall maintain the lease area free of litter and other solid waste resulting from his/her agricultural operations.

3. 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. The lessee shall repair any damage to ODWC roads, gates and/or facilities resulting from his/her operations.

4. The lessee shall 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 provisions. The lessee is responsible for excluding livestock from all planting. Grazing is prohibited unless it is included in lease provisions.

5. Crop residues cannot be baled, unless stated otherwise in the lease provisions. Crop residues cannot 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 grain sorghum residues which may be chisel plowed one (1) time prior to February 1, unless special restrictions apply and are listed in the lease provisions.

6. The lessee shall be responsible for reporting all crop acreage to the county CFSA office. Lessee may enroll in government farm programs on his/her portion (90% of the total lease acreage) of the lease.

7. The lessee shall report all crop acreage to the county CFSA office. Lessee may enroll in government farm programs on his/her portion (90% of the total lease acreage) of the lease.

8. The lessee shall report all crop acreage to the county CFSA office. Lessee may enroll in government farm programs on his/her portion (90% of the total lease acreage) of the lease.

9. The lessee shall report all crop acreage to the county CFSA office. Lessee may enroll in government farm programs on his/her portion (90% of the total lease acreage) of the lease.

10. The lessee shall be responsible for reporting all crop acreage to the county CFSA office. Lessee may enroll in government farm programs on his/her portion (90% of the total lease acreage) of the lease.

11. The lessee shall be responsible for reporting all crop acreage to the county CFSA office. Lessee may enroll in government farm programs on his/her portion (90% of the total lease acreage) of the lease.

12. The lessee shall be responsible for reporting all crop acreage to the county CFSA office. Lessee may enroll in government farm programs on his/her portion (90% of the total lease acreage) of the lease.

13. The lessee shall be responsible for reporting all crop acreage to the county CFSA office. Lessee may enroll in government farm programs on his/her portion (90% of the total lease acreage) of the lease.

14. The lessee shall be responsible for reporting all crop acreage to the county CFSA office. Lessee may enroll in government farm programs on his/her portion (90% of the total lease acreage) of the lease.

15. The lessee shall be responsible for reporting all crop acreage to the county CFSA office. Lessee may enroll in government farm programs on his/her portion (90% of the total lease acreage) of the lease.

16. The lessee shall be responsible for reporting all crop acreage to the county CFSA office. Lessee may enroll in government farm programs on his/her portion (90% of the total lease acreage) of the lease.

17. The lessee shall be responsible for reporting all crop acreage to the county CFSA office. Lessee may enroll in government farm programs on his/her portion (90% of the total lease acreage) of the lease.

18. The lessee shall be responsible for reporting all crop acreage to the county CFSA office. Lessee may enroll in government farm programs on his/her portion (90% of the total lease acreage) of the lease.

19. 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.

20. Agricultural operations shall not be conducted during any restricted periods including: DEER GUN SEASON, DEER MUZZLELOADER SEASON. 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.

21. The lessee shall maintain the lease area free of litter and other solid waste resulting from his/her agricultural operations.
termination, no remission or charges shall be made against the ODWC or any representative thereof.

LEASE DESCRIPTION

WMA: KAW WMA  Lease: # 9

Located in Portions of: Sec. 10 and 22, T-28-N, R-3-E Kay Co. OK

Location:(Map attached) approximately 4 miles east and 1 mile north of Newkirk, Okla.

Approved Crops: Soybeans, Mungbeans, Corn, Milo, Millet, Wheat, Alfalfa, Canola, and Oats.

Field#/Acres - Total Acres:  Sec. 10 #5 = 38.24, #6 = 55.21, Sec. 22 #1 = 14.59, Total Acres = 108.04

LEASE PROVISIONS

1. **Field #1 located in Section 22 (14.59 acres) is to be planted to wheat each year after Oct.1, and 10.8 acres will be left as the ODWC 10% acres every year, these 10.8 acres cannot be double cropped.**

2. Double cropping will be permitted for crop rotation or if the lessee uses no-till farming methods to plant a secondary crop. The primary crop will be the crop that has a seedbed prepared prior to planting. In these fields, the ODWC’s 10% will be left standing in a location designated by the ODWC representative.

3. A catch crop will be permitted within the lease expiration if the first crop is lost to flooding, drought, insects, weeds, and/or poor germination.

4. Wheat straw may be baled to enhance wildlife use and facilitate planting operations.

5. If conditions warrant, fields that are heavily infested with vegetation may be baled to facilitate planting operations ONLY IF planted within 30 days of baling.

6. If weather conditions are favorable all fall plantings should be completed by Oct. 15.

7. Wheat stubble may only be cultivated prior to February 1, if re-planted with wheat in the same calendar year. No field may be left cultivated and unplanted through the winter months.

8. Each field must have at least one crop planted per calendar year.

9. Oats can be planted in a crop rotation or if double cropping. Oats cannot be the only crop planted on any field in a calendar year.
LEASE BIDDING PROCEDURES

All bids must be signed and 25% of the bid total must be remitted with the bid. All bids must be sealed in an envelope with the date of the bid opening (February 28, 2023), the lease number ( # 9 ) and the name of the WMA ( Kaw ) plainly written on the front of the envelope.

Note: Mailed bids must be received by February 27, 2023

Note: Improperly marked envelopes may be rejected. All bids must be mailed to the Oklahoma Department of Wildlife Conservation, Attn: Assistant Chief/Bid Opening, Wildlife Division, PO Box 53465, Oklahoma City, OK 73152. No bids will be accepted after 2:00 P.M. on the opening date. For additional information contact the ODWC representative, Joey McAllister at 405-823-7936.

Minimum Bid Required: $ 25.00 / Acre  ODWC Acres(10%): 10.8

NOTE: THIS SECTION IS TO BE FILLED IN BY THE LEASE BIDDER

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

$_________________________ x  97.24 = $

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

$_________________________ x  .25 = $

Mailing Address:________________________________________________________

________________________________________________________

Phone Number:_________________________________________________________

Email:______________________________________________________________

____________________________    ____________
BIDDER SIGNATURE          DATE

____________________________    ____________
ODWC SIGNATURE            DATE

Note: If awarded the lease, this document will serve as the Lease Agreement.
United States Department of Agriculture
Farm Service Agency

Kay County, OK
1:8,011

August 17, 2007

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA 492) and attached maps for exact wetland boundaries and determinations, or contact NRCS.
Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-286 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.