NOTICE OF AGRICULTURAL LEASE SALE BY SEALED BIDS TO BE OPENED AT 2:00 P.M., June 25, 2025

If mailed, must be received by June 24, 2025

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: <u>Sandy Sanders Wildlife Management Area</u>, Lease #<u>SS1</u>. This lease will be for a 5 crop year period. A crop year period is defined as February 1 – January 31 for summer crops and July 1 – June 30 for fall crops or upon harvest of current crop. Summer crops include but are not limited to : corn, milo, soybeans, mung beans, sunflowers, millet, sudan and hay grazer. Fall crops include but are not limited to: winter wheat and fall oats. The lease will expire on June 30, 2030 or following harvest of 2030 crop, whichever occurs earlier.

Bids shall be for cash. 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. Subsequent lease payments will be due on June 1, 2026, 2027, 2028 and 2029 Checks will be promptly returned to unsuccessful bidders. The ODWC reserves the right to reject any and/or all bids.

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.
- 2. 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 its use will be determined by the ODWC representative, the lessee will not pay cash rent on such acreage.
- 3. 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.
- 4. All "Restricted Use Pesticides" are prohibited. Prior written approval must be obtained from ODWC for all "General Use Pesticides".
- 5. Crop residues can not be baled, unless stated otherwise in the lease provisions.
- 6. Crop residue will be maintained according to established no-till practices.
- 7. The lessee is responsible for excluding livestock from all plantings. Grazing is prohibited on all ag lease lands owned or managed by the ODWC unless included in lease provisions.
- 8. Soil tests are recommended on all fields and minimum fertilization rates are to be applied on all planting. Costs of such tests shall be borne by the lessee.
- 9. The lessee will be responsible for reporting all crop acreage to the county CFSA office. Lessee may enroll in government CFSA farm programs on his/her portion (90% of the total lease acreage) of the lease.
- 10. The lessee shall repair any damage to ODWC roads, gates and/or facilities resulting from his/her operations.
- 11. 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.

- 12. The lessee shall maintain the lease area free of litter and other solid waste resulting from his/her agricultural operations.
- 13. The right is hereby reserved to representatives of the ODWC to enter upon the lease area at any time for any purpose necessary or convenient for the conduct of 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.
- 14. 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 unharvested crops.
- 15. Agricultural operations shall not be conducted during any restricted periods listed: None.
- 16. 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.
- 17. The lessee shall cut no standing timber; conduct no mining operations; remove no sand, gravel or kindred substances from the ground except in the exercise of mineral rights heretofore reserved to the record owner thereof; commit no waste of any land; 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.
- 18. At the discretion of the ODWC Director, a lease may be terminated at any time for failure to comply with any of the terms, conditions, or provisions; for the violation of any rule or regulation in force 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 resulting in a conviction; and provided that in case of such termination, no remission or charges shall be made against the ODWC or any representative thereof.

LEASE PROVISIONS

Lease located on: Sandy Sanders Wildlife Management Area,

Lease #: SS1, Portions of: Sec. 6,18, T6N, R24W and Sec. 1, T6N, R25W.

Location: (Maps attached) Approximately 26 miles northwest of Mangum, OK

Approved Crops: Winter wheat, fall oats, corn, milo soy beans, mung beans, sunflowers, millet, sudan and hay grazer.

Field #1 – 199 acres (179.1 acres Lesse Portion, 19.9 acres ODWC Portion) Field #2 – 183.3 acres (164.97 acres Lessee Portion, 18.33 acres ODWC Portion)

Specific lease provisions:

- 1. The ODWC's 10% percent of all crops shall be left unharvested in field as designated by the Area Biologist.
- 2. <u>If conditions warrant, fields that are heavily infested with vegetation may be baled to facilitate planting operations.</u>
- 3. A minimum of 50% of the total acreage must be planted each year to one of the approved crops above.

- 4. <u>If lessee's portion of crop is destroyed due to a catastrophic weather event, the lessee shall be allowed to cut and bail straw for hay.</u>
- 5. This lease shall be completed by established no-till farming practices a minimum of 4 years during lease. Limited vertical till may be applied 1 time per crop year prior to planting.
- 6. Right of way access will be maintained for ODWC staff only.

BIDDING PROCEDURE

All bids must be signed and 25% of the bid total must be remitted with the bid. All bids should be sealed in an envelope plainly marked:

Sandy Sanders Agricultural Lease

Oklahoma Department of Wildlife Conservation

31566 NCR 1800 Willow, OK 73673

Note: Mailed in bids must be received by June 24, 2025

Ag Lease Agreement form: Revised Jan. 2025

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

For additional information contact ODWC representative, Joe Nabonne 580 471-3371.

Minimum Bid Required: \$20.00 /Acre	ODWC Acres(10%): <u>38.23</u>	
NOTE: TO BE FILLED IN BY BIDDER		
Bid(\$)/Acre x Acres Bid on = Total Bid(\$))	
\$x <u>344.07</u> ac. = \$		
Earnest Money: Total Bid(\$) x 25% = \$ Submitted With Bid		
<u>\$</u> x .25 = \$		
Bidder Signature Date	ODWC Signature	Date
<u>Note</u> : If awarded the lease, this document will serve as the Lease Agreement.		





