

COMMISSIONERS OF THE LAND OFFICE

REAL ESTATE MANAGEMENT SPECIALISTS

COUNTY ASSIGNMENTS 2015

Please contact Area Coordinator
for these counties: Trent
Wildman

Lincoln Co.
Payne Co.

Greg Brownsworth
580-248-1584
Greg.Brownsworth@clo.ok.gov
2501 NE Kingsbriar Place
Lawton, OK 73507

Comanche Co.
Cotton Co.
Jefferson Co.
Stephens Co.

Tom Eike
580-256-1679
Tom.Eike@clo.ok.gov
31681 S County Rd 207
Woodward, OK 73801

Beaver Co.
Harper Co.
Woods Co.
Woodward Co.

Chris Foster
405-263-7912
Chris.Foster@clo.ok.gov
PO Box 523
Okarche, OK 73762

Beckham Co.
Blaine Co.
Custer Co.
Dewey Co.
Ellis Co.
Kingfisher Co.
Roger Mills Co.

Alan Hermanski
580-863-2273
Alan.Hermanski@clo.ok.gov
9501 E Phillips Rd
Garber, OK 73738

Alfalfa Co.
Garfield Co.
Grant Co.
Logan Co.
Major Co.
Noble Co.

Please contact Area Coordinator
for these counties: Trent
Wildman

Kay Co.
Pawnee Co.

Starr Ryan
580-393-2393
Starr.Ryan@clo.ok.gov
20613 E 1250 Rd
Sentinel, OK 73664

Greer Co.
Harmon Co.
Jackson Co.
Kiowa Co.
Tillman Co.
Washita Co.

Trent Wildman
405-459-9960
Trent.Wildman@clo.ok.gov
401 County Road 1260
Pocasset, OK 73079

Caddo Co.
Canadian Co.
Cleveland Co.
Garvin Co.
Grady Co.
McClain Co.
Oklahoma Co.
Pottawatomie Co.

Joel Wilson
580-349-1246
Joel.Wilson@clo.ok.gov
Rt 1 Box 10C
Goodwell, OK 73939

Cimarron Co.
Texas Co.

Commissioners of the Land Office:

Phone # (405) 521-4000 or 1-888-35-Lands (1-888-355-2637)

Visit our website @ <http://www.clo.ok.gov> throughout the year
for lease and sale information and other news from the Land
Office

Send Correspondence to:

Commissioners of the Land Office
204 N. Robinson, Suite 900
Oklahoma City, OK 73102

Send Payments to:

Commissioners of the Land Office
Lockbox Account
P.O. Box 248896
Oklahoma City, OK 73124-8896

**NOTICE OF INVITATION TO BID AT PUBLIC AUCTION
FOR AGRICULTURAL LEASES**

The Commissioners of the Land Office of the State of Oklahoma ("CLO") invites bids on agricultural leases at public auction at the time and place shown on this brochure, or continued to such other place or time as may be announced at the time of auction.

A lease contract ("Lease") shall be awarded upon the approval of CLO to the person(s) or entity(ies) bidding the highest annual cash rental. CLO reserves the right to reject any or all bids. CLO may refuse, in its sole discretion for any reason, to accept any bid on an agricultural lease. The party placing the bid must not be in breach or default of any other lease made with the CLO. Any person, who disrupts or interferes with the proceedings, other potential bidders, or CLO representatives in the performance of their duty to achieve the best value for the lease, will be disqualified from placing a bid. CLO retains ownership and the right to access all leased property.

and verification for the accuracy of any information provided. CLO may refuse to accept any bid or award any Lease where an interested party cannot show adequate verification or creditworthiness, as determined by the CLO.

A bid less than the advertised minimum acceptable bid will not be considered.

On the date of auction, the successful bidder must pay fifty percent (50%) of the first year's rent as deposit. Any bids of \$500 or less must be paid in full. Failure to comply with the terms of this invitation to bid notice will be cause for the cancellation of the award of the Lease and for the retention of any deposit as liquidated damages. CLO retains the option to proceed to collect for the entire amount that would be owed under the Lease. Leases not executed on the date of the auction are to be returned to CLO no later than fifteen (15) days after the date of the auction. The balance of the bid rental, if any, is to be remitted on or before January 2, 2016, and before possession is taken of any part of the leased land. Lease payments must be mailed to the: Commissioners of the Land Office, Lockbox Account, P.O. Box 248896, Oklahoma City, OK 73124-8896

Corporations, Partnerships, Limited Liability Companies, Joint Ventures and Business bidders must be agricultural businesses to bid. Limited partnerships or limited liability companies must be able to show that they are agriculture partnerships, meaning **at least 65% of total annual gross receipts are derived from farming, ranching and mineral income.** **All entities must provide its officers and/or partners full names and addresses printed, in legible format on the lease, and a service agent address for notices.** **Corporations, foreign or domestic, and companies must be registered as agricultural with the Oklahoma Secretary of State and in good standing, and provide its Federal Employee ID number.** A partner bidding for a partnership must be able to show their authority to contract and bind all members of the partnership. If bidding through an agent, the agent must show its name, address and authority to sign the Lease as agent for the Lessee(s) and provide all necessary financial, contracting authority, verification and contact information of the Lessee(s) to contract at auction. **Successful bidders must provide each lessee's full name and Social Security number to execute a Lease with the CLO.**

Improvements located on the leasehold property that are considered movable without any manifest injury to the land are subject to being removed or otherwise disposed of by the lawful owner(s). Any fences required by agreement or by operation of law, shall be constructed and paid for by lessee. Such improvements must be removed or disposed of within sixty (60) days after the expiration of the Lease. Upon removal, the property must be restored to original condition. Improvements not removed within sixty (60) days after a breach, termination or expiration of the Lease are considered abandoned and as such, are the exclusive property of CLO. If there is a growing wheat crop on leased property, irrigation pumps and motors may be left in place until April 1 of the year following the expiration of the Lease. Possession and/or use of a well present upon the leased land will be surrendered to the new lessee no later than April 5 following the expiration of the Lease term.

Improvements located on offered leasehold property considered not movable without manifest injury to the land (i.e. ponds, dams, terraces, water wells, waterways, and other conservation structures, etc.) are a permanent part of the land and are the exclusive property of CLO.

Irrigation permits may be issued to agricultural lessees for the purpose of irrigating CLO lands. The permit fee shall be determined by the market value rental amount for irrigated acres for comparable deeded land. The permit shall have an annual delinquency interest rate of 12%. Term of the permit will be for one year.

All Leases are awarded subject to existing restrictions, reservations, easements and all matters of record.

The Lease term will be specified in the auction notice and the Lease.

Small grains planted during the last year of the Lease may be harvested in the next year if the Lease is paid in full, but land must be surrendered immediately after harvest or not later than July 1, 2016, whichever is sooner. Extensions may be granted at the discretion of CLO. In the event small grain crop is pastured out and not mechanically harvested, land shall be surrendered no later than June 1, or when cattle are removed, whichever is sooner, in the year following the expiration of the Lease term. If small grain is mowed and baled for hay, those acres must be surrendered when the bales are removed or no more than ten (10) days after baling, but no later than June 1, 2016. All pasture land, including water thereon, must be surrendered December 31st of the final year of the Lease.

The written Lease shall contain the terms and conditions of the agreement between the CLO and lessee(s), and shall be subject to applicable rules and regulations of CLO and statutes of the State of Oklahoma now in force, or hereafter adopted. All bidders are hereby notified to retain this page as it will be incorporated into the Lease.

By submitting a bid, the bidder acknowledges and accepts the terms and conditions of the Lease. In the event of a conflict between the terms contained herein and the terms contained in the Lease, the terms of the Lease shall prevail. Prospective bidders are responsible to inspect the leasehold property and review the Lease prior to the date of auction and contact the Farm Service Agency (FSA) office for allotments, applicable farm program requirements, and eligibility of entering leases into government farm programs after expiration of the Lease term and highly erodible land (HEL) requirements.

receive your FSA payments, FSA requires their records and agricultural lease(s) records match.

ANNOUNCEMENTS AND CORRECTIONS AT THE TIME OF AUCTION SUPERSEDE THIS NOTICE.

Dated this 11th day of August, 2015.

HARRY W. BIRDWELL, SECRETARY
COMMISSIONERS OF THE LAND OFFICE
STATE OF OKLAHOMA

FOR INFORMATION CALL: 1-888-35-LANDS (1-888-355-2637) OR 1-405-521-4000
OR visit our Website: www.clo.ok.gov

GENERAL INFORMATION

Following are answers to some of the most commonly asked questions regarding the properties to be auctioned:

QUESTION #1: Who owns the fences, barns, windmills, etc., on School Land Trust leases?

Generally, improvements belong to the lessee. Improvements must be removed or disposed of within 60 days after expiration of lease contract. They may be sold to the new lessee or removed by the former lessee. The value of the improvements is established by the owner.

QUESTION #2: Does the School Land Trust pay for fences, which are needed on a lease?

Any fences required by agreement or by operation of law shall be constructed and paid for by lessee. An Improvement Request must be approved before construction; fences then become the property of the lessee.

QUESTION #3: Can I plant a wheat or oat crop during the final year of the contract if I have already planted and harvested a summer crop that same year?

No. According to Paragraph 4.3.11 of the School Land lease contract: "Double cropping shall not be permitted" ... "Lessee is afforded the opportunity to harvest one crop per year of lease contract." However, Green manure or leguminous crops may be grown at any time in crop rotation. Bean or pea seed may be harvested. These crops may not be baled for hay, cut for silage, or grazed by livestock.

QUESTION #4: When does new lessee take possession of the lease?

Leases consisting of strictly pasture are to be relinquished to the new lessee not later than January 1, 2016. If the lease contains cropland with a growing small grain crop, then the lessee prior to the auction and owner of the small grain crop has the right to graze the grain and relinquish the lease no later than June 1, 2016, or mechanically harvest the crop and relinquish the lease no later than July 1, 2016. Extensions of time to complete harvest of crops may be granted by the Land Office.

QUESTION #5: Can I let other people hunt on my lease?

Yes, as the lessee you have the right to allow other people on the lease, but you also have the responsibility to indemnify the Land Office against all claims arising out of use of the Land as per Paragraph 3.6 of the lease contract.

QUESTION #6: Do I have to plow the cropland acres if I only run cattle?

Yes, you are required to maintain bases and protect the land from waste. If you allow weeds to grow on the cropland, you are permitting waste on the property, which violates Paragraph 4.5 of the lease contract.

QUESTION #7: Can I run more cattle on a lease than the number shown in the advertisement?

The estimated cow units shown on the ad is just that, an estimate; but it is a close estimate. Any adjustment in cow units requires written permission from the Real Estate Management Specialist (RMS). If there is an abundance of grass on the leased property, the RMS may increase the number of cow units. On the other hand, if the grass is depleted too quickly, the number of animals allowed on the leased property may be reduced.

QUESTION #8: Can I plow up the pastureland to grow more crops?

No. Under Paragraph 4.3.5 of the lease contract, "Prior written permission from CLO will be required before any permanent pastures are plowed out, timber cleared or cut, or any sod or sprigs are removed from lease." This means that the Land Office does not normally allow pasture to be plowed out, and if permission is granted it must be in writing.

QUESTION #9: Is the final bid price my annual rent or a bonus?

The final bid price at the auction is the amount to be paid for each year of the contract. If you bid \$1,000 for a lease and it is a 5-year lease, you will pay a total of \$5,000 for the lease, \$1,000 each year of the contract.

QUESTION #10: Does the Land Office pay for soil conservation work?

The Land Office agrees to provide technical assistance to Lessees for preservation, conservation and management of Trust lands. Limited funds are available for special projects. Pre-construction approval must be obtained from the Land Office before CLO funds can be used for any project.

QUESTION #11: Can my School Land lease be sold during my lease term?

Yes. Paragraph 2.3 reserves the right of the Land Office to sell all or a portion of the lease at any time. Lessees will be notified well in advance of the potential sale to ensure disruptions to the Lessee's operation are minimized.

QUESTION #12: Where can I get more information about specific leases?

Call the Oklahoma City office staff or the area Real Estate Management Specialist for information about specific leases or any questions you may have.

QUESTION #13: Can I irrigate a lease?

Yes. Many leases have irrigation wells or are adjacent to land with an irrigation well. The lessee may apply for an irrigation permit at a charge determined by the market value rental amount for irrigated acres for comparable deeded land. Permits run April 1 to March 31 of each year.
