

# NOTICE OF LEASE AUCTION ON INDIAN LAND FOR AGRICULTURAL PURPOSES



DEPARTMENT OF THE INTERIOR – BUREAU OF INDIAN AFFAIRS  
Chickasaw Agency

## PLEASE READ CAREFULLY

**SALE OF LEASES:** The opening of bid offers for agriculture purposes will be conducted on **May 28, 2025 at the Chickasaw Nation Community Center, 907 Locust Street, Ardmore Oklahoma and June 6, 2025 at the Chickasaw Nation Ada Community Center, 700 N. Mississippi, Ada, Oklahoma, beginning at 10:00 a.m.,** under regulatory provision cited in Title 25, Code of Federal Regulations, Section 162 (25 CFR§162). The Bureau of Indian Affairs, Eastern Oklahoma Region, Chickasaw Agency (Agency), reserves the right to withdraw, add or correct a legal description or item, reject any bid or disapprove any lease submitted on an accepted bid. All properties are offered subject to acceptance by the individual Indian surface owner(s.) Should there be any questions, please contact the Chickasaw Agency at (580) 235-6998 or (580) 235-3035.

**POSSESSION:** If you are in possession/use of the land and fail to successfully acquire the lease, you will be assessed a pro-rated rental fee for the time the land was utilized and surrender the described land, effective immediately. Please be advised, all livestock and personal property will be removed prior to the effective/beginning date of the new lease under the new lessee.

**INSPECTION/CONDITION AND LOCATION OF PROPERTY:** All potential bidders are encouraged to inspect the property prior to submitting a bid as the Government makes no warranty, expressed or implied, as to the description of any of the property, or its fitness for use. All property listed therein is offered "as is" and subject to all existing encumbrances such as rights-of-way, mineral leases, etc.

**BID CONSIDERATION:** Sealed bids will be accepted for consideration until **May 27, 2025 for the Ardmore sale and June 5, 2025 for the Ada sale; bids will not be accepted after the close of business on that date.** The sealed bids will be opened at the designated time and location on the day of the lease sale, for the leasing of the listed and described properties for the designated purpose identified. Each bid must be submitted on a standard bid form provided by the Bureau of Indian Affairs and accompanied by a bid deposit of 30 percent (30%) of the first year's rental fee along with the enclosed FBMS Customer Request Form; this form to be completed by new customers or if there has been a change in your banking information for those successful bidders who are current or past lessees. BIDS ARE TO BE SUBMITTED IN SEALED ENVELOPES, CLEARLY MARKED TO THE SUPERINTENDENT, CHICKASAW AGENCY, P.O. Box 2240, Ada, Oklahoma 74821, and clearly identified as "BID FOR AGRICULTURE LEASE," TRACT NO. (identified), not to be opened until day of lease sale for either the Ada lease sale or the Ardmore lease sale. All deposits received from unsuccessful bidders will be returned. In accordance with 25 CFR§162.212 (b), bidders will not be afforded any preference. The Secretary of the Interior reserves the right to reject any bid when such is in the best interest of the Indian owners.

**OPEN AUCTION:** Pursuant to 25 CFR 162.212, there will be an **ORAL AUCTION** opened to competitive bidding upon bid opening. Please submit your best and final offer before the stated deadline. Please be advised that the bid offer accepted is for leasing of the restricted interest ONLY and should be considered when submitting your bid offer.

**FORFEITURE OF DEPOSIT:** Within 30 days of notification, the successful bidder must remit the balance of the first year's rental fee (remaining 70%) along with an administrative and filing fee. Within this 30-day period, the lease, in completed form, shall be filed with the Agency, Superintendent, unless for good and sufficient reason, an extension for filing of the lease documents has been granted. NO EXTENSION may be granted for remitting the balance of monies due. Failure of the successful bidder to pay the full consideration with the specified period or failure to file the completed lease within said period or extension thereof, or if the lease is disapproved through no fault of the lessor or the Department of the Interior, the deposited 30% bid shall be forfeited for the use and benefit of the Indian surface owner, in accordance with regulations.

**DECLINATION OF BID:** In the event that any bid or offer is rejected, all monies deposited, except that amount paid for the administrative and filing fee, will be returned to the bidder.

**LEASE FORM:** Standard lease forms provided by the Agency are required to be used. A copy of the Bureau's standard lease form is available for review upon request.

**LEASE PROVISIONS:** All leases contain standard stipulations in accordance with the provisions pursuant to 25 CFR§162.219. Leases will have a term of either five (5), or ten (10) years with 10-year leases being subject to a 5-year fair market rental adjustment review; the allotments in a one hundred percent (100%) estate ownership can ONLY be leased for two (2) years. Pursuant to National Policy Memorandum No. NPM-TRUS-16, which became effective on May 16, 2007, all Trust land use payments are to be made directly to the centralized commercial lockbox unless 100 percent (100%) of the beneficial Indian landowners agree to a direct pay relationship with the associated lessee. Therefore, unless the Agency receives a written request for direct payment terms from 100% of the Indian landowners, along with written consent of the lessee, all annual rental payments should be remitted to the following address: Chickasaw Agency, Dept. C110, P.O. Box 979121, St. Louis, MO 63197- 9000. Annual rental is due and payable on each anniversary date of the lease, or as specified and provided under the terms of the lease. Late payments are subject to interest charges as addressed in the lease.

**LEASE STIPULATIONS:** The lessee is responsible for adhering to ALL lease stipulations. Agriculture leases are for agriculture purposes only. An approved agriculture lease DOES NOT give authority to a lessee to hunt on the property. A separate hunting lease MUST be obtained through the Agency. Please note, an agricultural lease must be obtained first in order to request a hunting lease.

**BONDING REQUIREMENTS:** Leases WILL NOT be approved without adequate bond coverage. Lessee shall furnish with each lease an appropriate performance bond in proper form, as specified by regulations. Acceptable forms will be made available by the Agency.

**ELIGIBILITY OF BIDDERS:** The bidder warrants that he/she is not under the age of 18 years or an employee of an agency of the Federal Government prohibited by the regulations of that agency from bidding hereunder. In accordance with 25 CFR§162.213 (a) If the tenant is a corporation, partnership or other legal entity, it must provide current organizational and financial documents, as needed to show that the lease will be enforceable against the tenant and the tenant will be able to perform all its lease obligations. A list of the required documents will be provided by the Agency.

**REQUIREMENTS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS:** It is the bidder's responsibility to ascertain and comply with all applicable Federal, State, local, and multi-jurisdictional laws, ordinances, and regulations pertaining to the bidder's occupancy of the premises or business conducted thereon, including tribal laws regulating activities on agricultural land, environmental protection, and historic or cultural preservation, but only as far as these laws, regulations, ordinances and requirements are violated by the conduct of the bidder's occupancy.

**UNRESTRICTED INTEREST:** The bidder is responsible for consummating a lease for the unrestricted interest. The Agency recommends contacting the County Assessor's Office to obtain the name and address of the owner(s) of the unrestricted interest to discuss the possibility of leasing. It is the successful bidder's responsibility to obtain a lease from the non-Indian owners.

Please visit the Chickasaw Agency Webpage for more information:  
[www.bia.gov/regional-offices/eastern-oklahoma/chickasaw-agency](http://www.bia.gov/regional-offices/eastern-oklahoma/chickasaw-agency)



Digitally signed by DIANE JOBE  
Date: 2025.05.08 15:22:21 -05'00'

May 8, 2025

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Superintendent

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Date

## BID FORM

(For each tract bid on, please indicate below which type of lease is being sought)

**Lease types being offered: 1. \_\_\_Grazing 2. \_\_\_Hunting (business) 3. \_\_\_Farming**

TRACT NO.	COUNTY	RENTAL AMT/YEAR (offer)	LEASE TYPE (grazing and/or hunting)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**\*For Farming leases only (Standing Hay Agreements)**

*(\*Please note that all FARMING LEASES will be "STANDING HAY AGREEMENTS")*

TRACT NO.	COUNTY	RENTAL AMT/YEAR
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please address and submit your bid offer as instructed in the Notice of Lease Auction to the following:

**Superintendent  
Chickasaw Agency  
P.O. Box 2240  
Ada, OK 74821**

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ email: \_\_\_\_\_

MAILED-IN BIDS MUST BE RECEIVED BY THIS OFFICE BEFORE

**Close of business on May 27, 2025 and June 5, 2025**

Minimum amount to remit with bid offer: 30% of annual rent.

Tracts in the June lease sale will be those tracts that did not receive a bid in the May lease sale

**FBMS Customer Request Form**

Save and Submit

To request a new customer or an update to an existing customer, complete this form.

Remedy Issue ID \_\_\_\_\_

Requestor Information					
Date (Enter MM/DD/YYYY)	Bureau		Request Type Routine (within 48 hrs.) <input checked="" type="radio"/> Emergency (Notify VMM helpdesk by phone) <input type="radio"/>		
Requestor Name		Phone Number	Email Address		
Action(s) Requested					
<input checked="" type="radio"/> Create a new customer	<b>DOI Commercial -</b> Reserved for businesses both domestic and foreign and individuals acting as a business (Account group: Z501) <input type="radio"/>	<b>DOI Consumer -</b> Individuals not acting as a Business, employees and former employees (Account group: Z503) <input type="radio"/>	<b>DOI Federal Government US – US</b> Federal government customers (Account group: Z500) <input type="radio"/>	<b>DOI Foreign-</b> Foreign Governments only (Account group: Z502) <input type="radio"/>	<b>DOI Local and State Government -</b> Local and state governments, and universities (Account group: Z506) <input type="radio"/>
<input type="radio"/> Change					
<input type="checkbox"/> Link to corresponding vendor					
<input type="checkbox"/> Customer Needed as Real Estate Business Partner					
Customer Information					
Last Name (Business Name)		First Name		Middle Initial	
Address					
City		State	Postal Code	Country United States	
Customer Contact for Request <small>(This is the contact information of the Customer's POC, not the contact information of any DOI Personnel)</small>					
Name		Phone	Email Address		
Business Information - Effective 4/4/2022 Unique Entity ID (UEID) becomes the official authoritative number for SAM Customers replacing DUNS					
Social Security Number (DONOT ADD DASHES)		Taxpayer Identification Number (DONOT ADD DASHES)		DUNS	SAMUE Identifier
SAMEFT Indicator					
Financial Institution Information					
<input type="checkbox"/> Select if Bank Data is not required or do not select if Bank Data is required (for refunds, etc.)	Bank Name	ABA Number	Account Number	Account Type <input checked="" type="radio"/> Checking <input type="radio"/> Saving	

**Privacy Act Statement**

This Privacy Act Statement applies to the collection of information from individuals as defined by the Privacy Act. The Privacy Act does not apply to corporations, business entities or organizations. This information is requested under the authority of 5 U.S.C. 5514, 31 U.S.C. 3701 and 3702, 31 U.S.C. 3711 et seq., and 26 U.S.C. 6402 for the purpose of facilitating timely processing of payments for amounts owed to or paid by the Department of the Interior. This information may be disclosed to agencies, organizations or persons for authorized purposes as follows: the Department of Treasury to perform duties to process payments submitted or to recover debts owed; Internal Revenue Service for required tax reporting or to collect debts owed to the Federal government; Department of Justice, a court or an adjudicative or other administrative body, for legal proceedings; consumer reporting agencies to facilitate collection of debts owed; Federal, state, territorial, local, tribal or foreign law enforcement authority when there is a violation or potential violation of law; or other organizations as an authorized routine use outlined in the DOI-86, Accounts Receivable: FBMS (73 FR 43772, July 28, 2008), and DOI-87, Acquisition of Goods and Services: FBMS (73 FR 43766, July 28, 2008), system of records notices, which may be viewed at <https://www.doi.gov/privacy/doi-notices>. Furnishing the information on this form is voluntary, however, failure to provide all or part of the information may prevent or delay processing of vendor requests or payments submitted to the Department of the Interior, or result in debt being marked as delinquent and collection action taken to settle a debt.

## Wire or International Banking Information

Alternate Payment Method

## Other Special Instructions

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**Bureau of Indian Affairs  
Eastern Oklahoma Region  
Chickasaw Agency**

**Acceptable Bond Forms**

**1. Cash**

- a. Cashier's Check or money order payable to the Bureau of Indian Affairs or "BIA".

**2. Negotiable Treasury Securities** that:

- a. Have a market value at least equal to the bond amount and:
  - i. Are accompanied by a statement granting full authority to the BIA, Eastern Oklahoma Region (EOR), Chickasaw Agency (CA), to sell such securities in case of violation of the terms of the lease.

**3. Certificates of Deposits** that:

- a. Indicate on their face that the BIA, EOR, CA's approval is required prior to redemption by any party.

**4. Irrevocable Letters of Credit** issued by a federally insured financial institution authorized to do business in the United States. A Letter of Credit (LOC) must:

- a. Be an original or a certified copy;
- b. Contain a clause that grants the BIA, EOR, CA the authority to demand immediate payment if the tenant violates the terms of the lease or fails to replace the LOC at least 30 days prior to its expiration date;
- c. Be payable to the BIA, EOR, CA;
- d. Be irrevocable during its term and have an initial expiration date of not less than one (1) year following the date of issuance;
- e. Be automatically renewal for a period of not less than one (1) year, unless the issuing financial institution provides us with written notice that it will not be renewed, at least ninety (90) calendar days before the LOC's expiration date.

**5. A Surety Bond** issued by a company approved by the U.S. Department of the Treasury

(Should cover only one lessee and one lease)

**SAMPLE**  
**(Must be completed on Bank Letterhead)**

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

U.S. Department of the Interior  
Bureau of Indian Affairs  
Eastern Oklahoma Region  
Chickasaw Agency  
P.O. Box 2240  
Ada, Oklahoma 74821

RE: Lease No. 4200081753  
Edward Barnett, Choctaw 7037

Gentlemen:

We hereby authorize you to draw on **Bank's Name and Address** by order of **Name of Lessee**, up to an amount not exceeding **\$250.00** available by your drafts on ourselves at sight for 100% invoice cost accompanied by a formal order of the Secretary of the Interior, signed by the Superintendent, Chickasaw Agency, Eastern Oklahoma Region, stating that **Name of Lessee** has defaulted under the terms of said lease or applicable regulations, and that such default(s) and any claim related thereto have been properly noticed and specified to **Name of Lessee** in accordance with the terms of said leases and regulations, and finally that said defaults remain uncured and claims remain un-satisfied; or further, notwithstanding a default as provided above, a statement in writing that the Superintendent, Chickasaw Agency, Bureau of Indian Affairs, has been notified by **Bank's Name**; upon 90-day notice, that this letter of credit is not to be renewed, and that **Name of Lessee** has not furnished to the agency prior to a date 15 days before the expiration of this letter of credit, a substitute bond, cash, or other surety acceptable to the agency.

This letter of credit shall be deemed automatically extended without amendment from the present or any future expiration date thereof, unless at least 90 days prior to any such date **Bank's Name** notifies the beneficiary by registered letter that it elects not to consider this credit renewed for such additional period.

We hereby agree with the drawers, endorsers and bona fide holders of all drafts drawn under and in compliance with the terms of the Letter of Credit that such drafts will be duly honored up presentation to the drawee.

Signature of Authorized Officer

# Corporate Documentation Requirements

## Pursuant to 25 Code of Federal Regulations § 162.213

Please note that this is not an exhaustive list of documents as the corporation (Inc.), limited liability company (LLC), joint venture, “Doing Business As” (dba), or other legal entity should provide information such as organizational documents, filing records, and resolutions that demonstrate:

1. The representative (signatory) has authority to execute the lease, right-of-way, etc,
2. The lease, right-of-way, etc. will be enforceable against the lessee, contractor, etc; and
3. The legal entity is in good standing and authorized to conduct business in the state where the land is located

### **CORPORATIONS (Inc.)**

Documents required for Corporations:

- Current Certificate of Good Standing with the Oklahoma Secretary of State
  - Satisfies requirement #3 above.
- Corporate By-Laws, Board Meeting Minutes, Resolution, or other appropriate document that gives authorization to a specific individual(s)
  - Satisfies requirements #1 & #2 above.
  - In some cases, Articles of Corporation may suffice but this is rare.
- Current List of Officers
  - Satisfies requirement #1
  - This will list specific names and positions within the company
- Evidence of Authority (EOA)
  - Satisfies requirement #1 & #2
  - The EOA is to be completed for any individual acting on behalf of a corporation. The dates shown on the body of the EOA should correspond with the date shown on the contractual document that is being executed. For example, if the lease was executed on March 3, 2025, then the date in the body of the EOA needs to correspond with that date.

### **LIMITED LIABILITY COMPANY (LLC)**

Documents Required for LLC's:

- Current Certificate of Good Standing with the Oklahoma Secretary of State
  - Satisfies requirement #3 above.
- Current List of Officers

- Satisfies requirement #1
- This will list specific names and positions within the company
- Operating Agreement, Management Agreement, Meeting Minutes, Resolution, or other appropriate document that gives authorization to a specific individual(s)
  - Satisfies requirements #1 & #2
  - In some cases, Articles of Organization may suffice but this is rare.

## **PARTNERSHIPS**

Types of Partnerships are as follows: General Partnership (GP), Limited Partnership (LP), Limited Liability Partnership (LLP), and Joint Venture Partnership

Documents Required for Partnerships:

- Current Certificate of Good Standing with the Oklahoma Secretary of State
  - Satisfies requirement #3 above.
  - Oklahoma generally requires just LP's and LLP's to register
- Partnership Agreement
  - Satisfies requirements #1 & #2
- List of Partners
  - Satisfies Requirement #1

## **POWER OF ATTORNEY (POA)**

Document Required for POA:

- Copy of the Power of Attorney documents indicating the name of the agent or attorney-in-fact, specific powers being given to the agent or attorney-in-fact, and the date those powers take effect.

FREQUENTLY ASKED QUESTIONS  
RESTRICTED INDIAN LAND LEASE SALE

**1. What items need to be submitted prior to lease sale?**

- a. The following is required with the bid offer:
- Completed Bid Form (with current contact information); one form may be utilized for all tracts you are submitting an offer for;
  - Minimum amount to remit with bid offer: 30% of annual rent;
  - A completed FBMS Customer Request Form for:
    1. New lessees/customers;
    2. Past tenants whose banking information may have changed;
  - This form provides banking information for any refunds due to the customer and will be deposited into the bank account that the form identifies.

**2. What happens if I am not the highest successful bidder?**

- a. Unsuccessful bid offers will be returned to the individual bidder(s).

**3. What are the next steps for the successful bidder after the lease sale?**

- a. Successful bidders will be provided with a lease packet with instructions for executing the lease and remission of the remaining lease fees not paid at the lease sale;
- b. A specified deadline will be given for the submission of the lease documentation and remission of the remaining lease fees. Please meet the established deadline;
- c. Failure to submit the executed lease or remission of lease fees in the established timeframe subjects the lease to cancellation and forfeiture of the 30% bid deposit.

**4. Who are payments made out to?**

- a. The Bureau of Indian Affairs or “BIA”;
- b. Please ensure the written and numeric dollar amounts match and the check is signed;
- c. We will not accept cash, foreign currency, or third-party checks. We will accept:
- Personal or business checks drawn on the account of the proposed tenant;
  - Money Orders;
  - Cashier’s Check;
  - Certified Check.
- d. Please ensure payment method is correct. Incorrect payment methods will result in the loss of bid opportunity.

**5. Where do I remit the remaining lease fees?**

- a. Payments in the acceptable form are remitted to:

Chickasaw Agency – BIA  
Dept. C110  
P.O. Box 979121  
St. Louis, MO 63197-9000

- Please remit all remaining lease payments to the address identified above.

MISCELLANEOUS INFORMATION:

**6. Where do I get the materials to comply with the stipulations of the Farm Plan?**

- a. Materials required to comply with the farm plan can be obtained from the Chickasaw Agency's Natural Resources Department. You may contact either Tommy Jesse at (580) 235-3035 or Buster Beshirs at (580) 436-0784, ext. 111.

**7. What is an acceptable bond form and where do I submit the lease security (bond)?**

- a. See Acceptable Bond Forms document attached;
- b. Please submit the lease security (bond) to:

Chickasaw Agency  
ATTN: Superintendent  
P.O. Box 2240  
Ada, OK 74821

**8. What supporting documents must be provided prior to approval for a legal entity operating a business in Oklahoma?**

- a. See Corporate Documentation Requirements document attached.

**\*\* Please be advised, a 10-year lease is subject to a 5-year rental adjustment review for inflation.**