

Notice of Disposal (NOD)
SALE OF
Hay and Wheat
Wagoner and Mayes County, OK

Sealed offer's for the purchase and removal of the following Government-owned property will be received until 10:30, a.m. Pre-Offer meeting starts at 10:00, a.m., August 31, 2006, at the Fort Gibson Office, Corps of Engineers, (address) 8568 State Hwy 251 A, Fort Gibson, OK 74434 . DESCRIPTION: Area 152 Hay (EXHIBTA), Areas 217/219 Hay (EXHIBT B) and Area 251 Hay and Wheat (EXHIBTC) .

Table with 8 columns: AREA, SECTION/TOWNSHIP/RANGE, TRACT NO., ACRES, AREA, SECTION/TOWNSHIP/RANGE, TRACT NO., ACRES. Rows include details for Area 152, 217/219, and 251.

OFFER DEPOSIT: Entire amount if offer is \$250 or less - OR - 25 percent (%) of amount offer if total amount offered exceeds \$250. OFFER INSTRUMENT: Check or money order made payable to FAO, USAED, TULSA. All offers are subject to the terms and conditions set forth in the attached SALES AGREEMENT. All work is to be completed and the property shall be removed from GOVERNMENT property within 10 days from the date the SALES AGREEMENT is executed.

OFFER

Mail Offer To:
Seal Offer DACW56-9-06-00337
Fort Gibson Lake Project Office
8568 State Hwy 251 A
Fort Gibson, OK 74434

I, (print name) \_\_\_\_\_, (address) \_\_\_\_\_, (phone) \_\_\_\_\_ \*submit the following offers:

Table with 9 columns: AREA, AMOUNT OFFERED, AREA, AMOUNT OFFERED, AREA, AMOUNT OFFERED, AREA, AMOUNT OFFERED, AMOUNT OFFERED. Includes a TOTAL row.

In the event I am the successful respondent, I hereby agree to execute and be bound by the terms and conditions set forth in the SALES AGREEMENT.

(SIGNATURE)

(DATE)

\*Fill out reverse side of this OFFER.

**RESPONDER REPRESENTS THAT HE/SHE OPERATES AS:** (CHECK APPROPRIATE BOX)

- \_\_\_ an individual only.
- \_\_\_ a joint tenancy as husband and wife with right of survivorship.
- \_\_\_ an individual doing business as \_\_\_\_\_.
- \_\_\_ a partnership consisting of \_\_\_\_\_.
- \_\_\_ a corporation, incorporated in the state of \_\_\_\_\_.
- \_\_\_ a limited liability company under the laws of the state of \_\_\_\_\_.
- \_\_\_ a trustee acting for \_\_\_\_\_.

**CERTIFICATE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
(Name) (Title)  
of the corporation/company named as responder herein; that \_\_\_\_\_  
(Name)  
who signed this offer on behalf of the responder was then \_\_\_\_\_  
(Title)  
of said corporation/company; that said offer was duly signed for and in behalf of said  
corporation/company by authority of its governing body and is within the scope of its powers.

AFFIX  
SEAL

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**ACCEPTANCE BY THE GOVERNMENT**

Accepted by the United States this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, as to Areas  
\_\_\_\_\_.

\_\_\_\_\_  
**Stephen R. Zeltner**  
**Chief, Real Estate Division**  
**Tulsa District, Corps of Engineers**

FORT GIBSON LAKE, OK  
DACW56-9-06- \_\_\_\_\_.

## SALES AGREEMENT

**THIS SALES AGREEMENT** is made and entered into this \_\_\_\_ day of 20\_\_\_\_\_, by and between the **UNITED STATES OF AMERICA**, hereinafter called the **GOVERNMENT**, and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called **PURCHASER. THE GOVERNMENT**, under and pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and the delegation of authority to the Secretary of Defense from the Administrator of the General Services Administration (41 CFR 101-45.309-1 and 41 CFR 101-47.302-2), and the further delegation to the District Engineer, U.S. Army Corps of Engineers, does grant, sell, and convey to **PURCHASER**, \_\_\_\_\_ (Athe property≡), located on \_\_\_\_\_ Acres within Area(s) \_\_\_\_\_, **FORT GIBSON LAKE** Tract No(s) \_\_\_\_\_, Section(s) \_\_\_\_\_, T \_\_\_\_\_, R \_\_\_\_\_, (Athe site≡) as shown on the map identified as Exhibit \_\_\_\_\_, attached hereto and made a part hereof, for and in consideration of the sum of \_\_\_\_\_ **AND NO/100 DOLLARS (\$\_\_\_\_\_.)**, receipt of which is hereby acknowledged: **SUBJECT**, however, to the conditions set forth below:

1. **PURCHASER** shall remove the property from the site within 10 days from the date this **SALES AGREEMENT** is executed. Failure to do so shall result in the forfeiture by **PURCHASER** of all monies paid and title to the property shall revert to the **GOVERNMENT**.
2. **PURCHASER** shall assume all responsibility for the care and protection of the property and shall remove it from the site and restore the site in a manner and to a condition satisfactory to the **District Engineer** and in accordance with the terms hereof, not later than and within the time limits specified above.
3. **PURCHASER** shall not resell, or advertise for resale, the property or any part thereof, until after its removal from the site.
4. **PURCHASER** assumes responsibility and liability for all injuries to persons or damages to property due to his operations under this contract, and agrees to indemnify and save harmless the **GOVERNMENT** against any and all claims of whatsoever kind arising out of or in any way connected to such operations.

5. **GOVERNMENT** property damaged or destroyed by the **PURCHASER** shall be promptly repaired or replaced by the **PURCHASER** to the satisfaction of the **District Engineer**, or in lieu thereof, the **PURCHASER** shall, if so required, pay to the **GOVERNMENT** money in the amount determined by the **District Engineer** to be sufficient to compensate for its loss.

6. All disputes concerning questions of fact which may arise, and which are not disposed of by mutual agreement, shall be decided by the **District Engineer**, who shall reduce his decision to writing and mail a copy thereof to the **PURCHASER**. Within 30 days from said mailing the **PURCHASER** may appeal to the **Secretary of the Army**, whose written decision or that of his designated representative shall be final and conclusive. Pending decision on such dispute, the **PURCHASER** shall diligently proceed with performance.

7. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share of this contract or to any benefit that may arise therefrom. **FURTHER**, the **PURCHASER** warrants that he has employed no person or agency to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee.

8. **PURCHASER** shall comply with the **Land Use Regulations**, identified as **Exhibit \_\_\_\_**, attached hereto and made a part hereof. (IF APPLICABLE)

**IN WITNESS WHEREOF**, the **GOVERNMENT** has caused these presents to be executed in its name by **STEPHEN R. ZELTNER**, Chief, Real Estate Division, Tulsa District, Southwestern Division, Corps of Engineers, this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

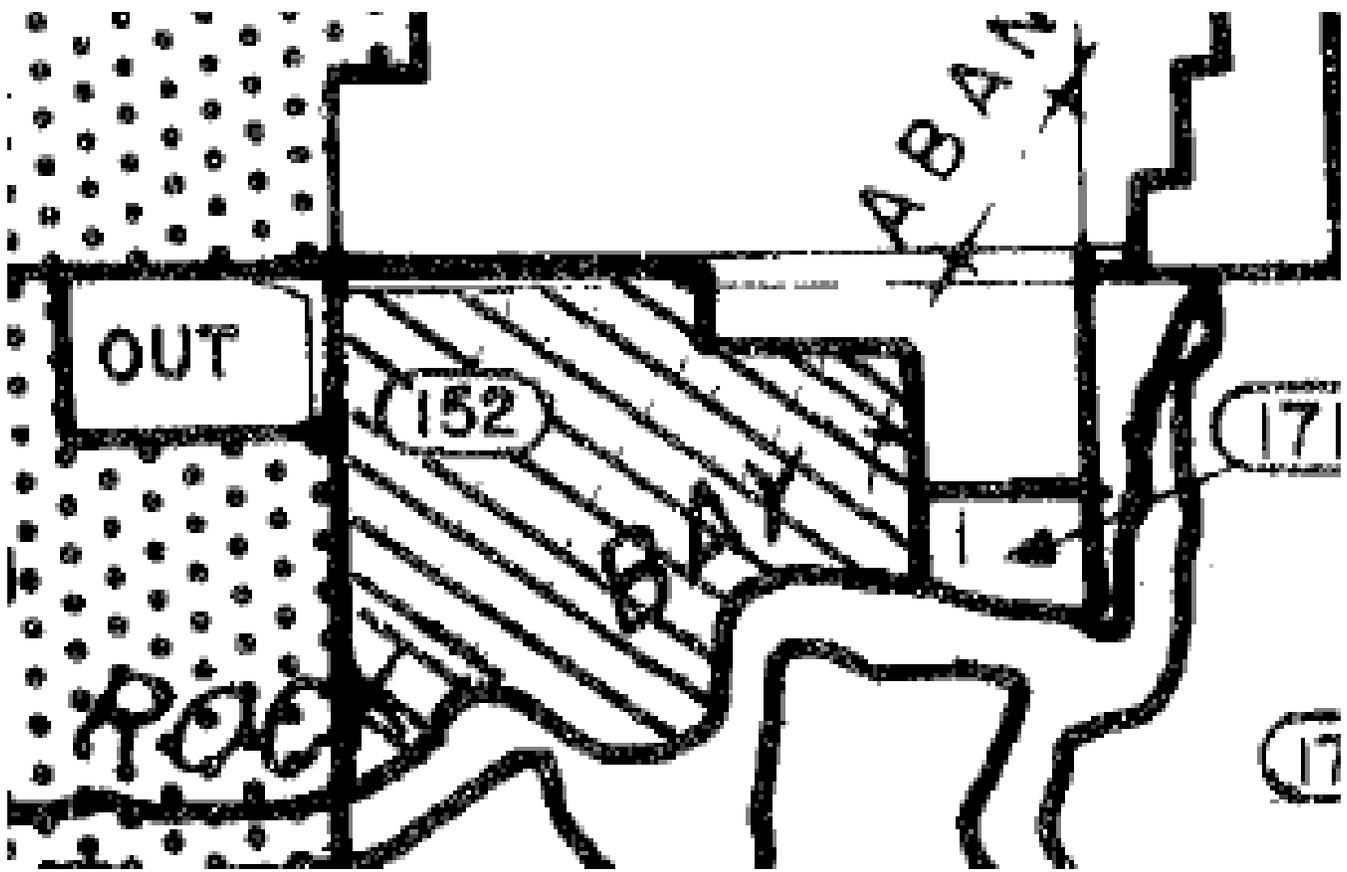
**UNITED STATES OF AMERICA**

**BY:** \_\_\_\_\_  
**STEPHEN R. ZELTNER**  
**Chief, Real Estate Division**  
**Tulsa District, Corps of Engineers**

I hereby accept and agree to be bound by the terms and conditions of this **SALES AGREEMENT**.

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE OF PURCHASER**



**Area 152  
Section 12, T18N, R18E**

OVERFLOW \_\_\_\_\_ ACRES  
(SUBJECT TO OCCASIONAL PROJECT RELATED FLOODING)

NON-OVERFLOW AREA \_\_\_\_\_ ACRES

\_\_\_\_\_ Wagoner COUNTY  
 STATE OF Oklahoma

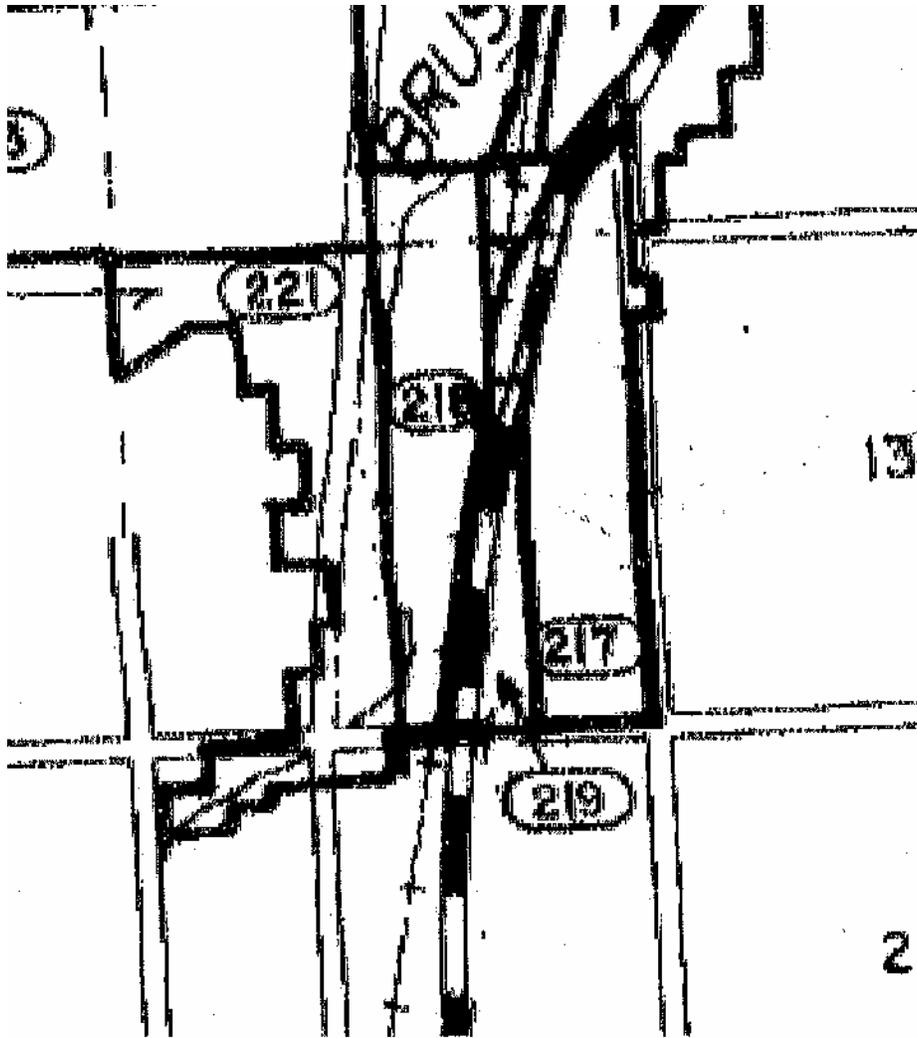
TOTAL LICENSE AREA 158.00 ACRES

**One time Hay Sale**

PROJECT: Fort Gibson Lake .

LICENSE NO: DACW56-9-06-00337.  
 U. S. ARMY CORPS OF ENGINEERS  
 TULSA DISTRICT

(MARCH 1986)



**Areas 217 and 219  
Section 14, T19N, R18E**

OVERFLOW \_\_\_\_\_ ACRES  
(SUBJECT TO OCCASIONAL PROJECT RELATED FLOODING)

NON-OVERFLOW AREA \_\_\_\_\_ ACRES

\_\_\_\_\_ Mayes COUNTY  
STATE OF \_\_\_\_\_ Oklahoma

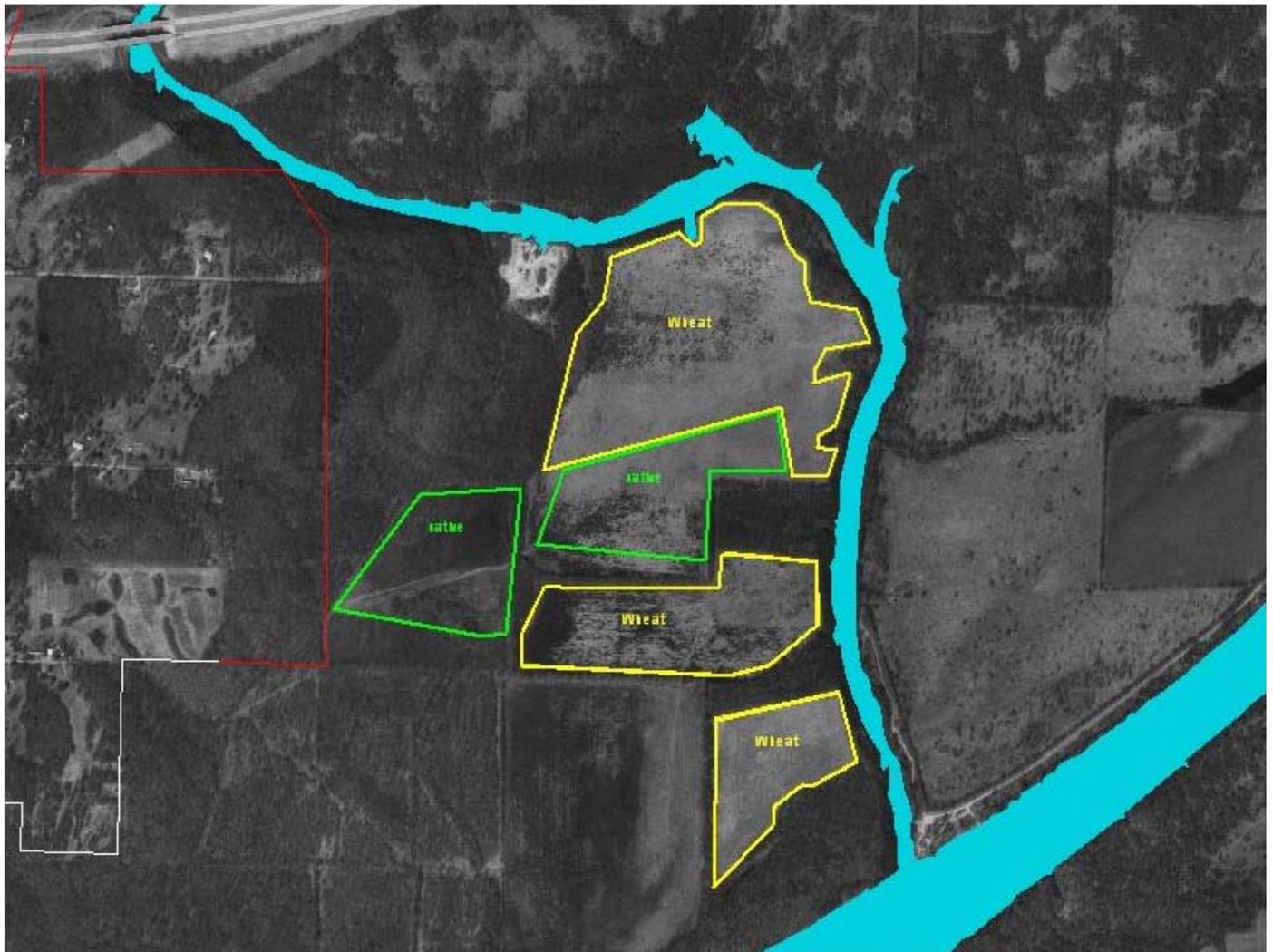
TOTAL LICENSE AREA 100.00 ACRES

**One time Hay Sale**

PROJECT: Fort Gibson Lake

LICENSE NO: DACW56-9-06-00337.  
U. S. ARMY CORPS OF ENGINEERS  
TULSA DISTRICT

(MARCH 1996)



Yellow - Wheat area

Green - Native grass



**Area 251**  
**Sections 32, T20N, R19E and 6, T19N, R19E**

OVERFLOW \_\_\_\_\_ ACRES  
 (SUBJECT TO OCCASIONAL PROJECT RELATED FLOODING)

NON-OVERFLOW AREA \_\_\_\_\_ ACRES

\_\_\_\_\_ Mayes \_\_\_\_\_ COUNTY  
 STATE OF \_\_\_\_\_ Oklahoma \_\_\_\_\_

TOTAL LICENSE AREA 158.00 ACRES

**One time Hay/Wheat Sale**

PROJECT: Fort Gibson Lake

LICENSE NO: DACW56-9-06-00337.  
 U. S. ARMY CORPS OF ENGINEERS  
 TULSA DISTRICT

(MARCH 1996)

**EXHIBIT C**