

## AGRICULTURAL LEASE

This lease, made and entered into this 1<sup>st</sup> day of July 2017 by and between the CITY OF CLINTON PUBLIC WORKS AUTHORITY, hereinafter referred to as Lessor and JEFF DAVIS hereinafter referred to as Lessee, is as follows:

Lessor hereby leases, lets and rents to Lessee the following described real estate situated in Custer County, Oklahoma, to wit:

North half of Section 36, T 12 N, R 17 WIM, Custer County

For a period of five (5) years commencing July 1, 2017 and ending on June 30, 2022 in consideration therefore, Lessee agrees to pay to Lessor the sum of Forty Thousand dollars (\$40,000.00) as follows:

Eight Thousand dollars (\$8,000) on July 1, 2017

Eight Thousand dollars (\$8,000) on July 1, 2018

Eight Thousand dollars (\$8,000) on July 1, 2019

Eight Thousand dollars (\$8,000) on July 1, 2020

Eight Thousand dollars (\$8,000) on July 1, 2021

It is further agreed that this lease agreement is only for surface rights and does not include any oil, gas or other minerals, which are reserved to Lessor. In the event of surface damages from oil or gas drilling activities, seismographic exploration or public utility easement, Lessee shall be entitled to any damages resulting therefrom to the pasture or grass then growing from the balance, if any, for permanent damages to the land to be paid to Lessor.

It is further agreed that Lessee shall not assign this lease or sublet said property or any part thereof without the prior written consent of Lessor.

It is further agreed that Lessee shall maintain said real said real property in a good and workman like manner, and shall maintain the terraces, ditches and fences, if any.

Lessee shall perform to the standard soil conservation practice to prevent wind and water erosion and to maintain the terraces now upon said land in conformity with the standards prescribed by the United States Soil Conservation Service.

It is further agreed that in the event Lessee fails to make any payments hereinabove referred to or fails to perform any of the obligations under this contract in any manner, the Lessor may if it so desires, immediately declare this lease of no further force and effect and all rentals heretofore paid shall be retained by Lessor as liquidated damages to breach of this contract.

It is further agreed that Lessee has all authority regarding hunting rights.

It is further agreed that upon the expiration or termination of this lease, Lessee shall deliver possession of all of said property to Lessor in as good a condition as it was at the beginning of said lease, except for normal wear and tear.

The grazing acres will be approximately one hundred eighty acres. Approximately one hundred twenty acres will be in cultivation. It will be the Lessee responsibility to plant a cover crop on one-half of the one hundred twenty acres each fall such as wheat, oats or haygrazer. The one-half of the approximately one hundred twenty acres will be alternated each year to allow the wastewater treatment personnel to apply wastewater sludge to approximately sixty acres each year. It is further agreed that the Lessee will harvest the cover crop and remove from the site in a timely manner at his expense. The cover crop will belong to the Lessee.

It is further agreed that this lease is binding upon and insures to the benefit of the heirs, executors, administrators, devices and assigns of the parties hereto.

Witness the hand of the parties the day and year first above written.

CITY OF CLINTON PUBLIC WORKS AUTHORITY LESSOR

BY: \_\_\_\_\_

David Berrong, Chairman

ATTEST:

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Lisa Anders, City Clerk

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Jeff Davis, Lessee