

SECOND EXTENSION AGREEMENT

THIS AGREEMENT made and entered into as of July 1, 2017, by and between LADD HUDGINS (hereinafter referred to as "Landlord") and CLINTON PUBLIC WORKS AUTHORITY OF THE CITY OF CLINTON, Clinton, Oklahoma, (hereinafter referred to as "Tenant"), is as follows:

WHEREAS, AMELIA HUDGINS, as Landlord, and Tenant entered into an Agricultural Lease, dated as of July 1, 2007, ("the Lease") covering the following property, to-wit:

All of the North Half (N½) of Section 36, Township 12 North, Range 17 W.I.M., Custer County, Oklahoma, less and except the tract containing 16.8616 acres described in Exhibit "A" attached hereto and incorporated by reference herein, ("the Leased Premises")

for a term of five years, which commenced on July 1, 2007, and ended on June 30, 2012, for an annual rental of \$10,000.00; and

WHEREAS, AMELIA HUDGINS, as Landlord, and Tenant entered into an Extension Agreement, dated as of July 1, 2012, which extended the original term of the Lease for an additional term of five years, commencing on July 1, 2012, and ending on June 30, 2017, and increased the annual rental to \$11,000.00; and

WHEREAS, LADD HUDGINS (who is now the owner of the Leased Premises as the result of the death of AMELIA HUDGINS), as Landlord, and Tenant desire to extend the term of the Lease for an additional term of five years from July 1, 2017; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Second Extension Agreement, the parties agree as follows:

1. The Lease shall be extended for a term of five years commencing on July 1, 2017, and ending on June 30, 2022, upon the same terms and conditions in the original Lease, as extended, except as hereinafter provided.

2. The total rental to be paid during the second extended term of the Lease shall be \$57,000.00, payable as follows:

- A. \$11,000.00 on July 1, 2017;
- B. \$11,000.00 on July 1, 2018;
- C. \$11,000.00 on July 1, 2019;
- D. \$12,000.00 on July 1, 2020; and
- E. \$12,000.00 on July 1, 2021.

3. The paragraph of the Lease providing for notices shall be amended to provide as follows:

“All notices under this Contract shall be in writing, signed by the party desiring to give such notice, and deposited in the certified United States Mail, return receipt requested, postage prepaid:

- (A) If intended for Lessor, shall be addressed to Ladd Hudgins, 1308 Falls Drive, Stillwater, OK 74075; and
- (B) If intended for Lessee, shall be addressed to City Manager, City Hall, P.O. Box 1177, Clinton, OK 73601.”

4. This Extension Agreement shall be effective as of July 1, 2017.

5. All terms and provisions of the original Lease and the previous Extension Agreement, dated of July 1, 2012, are incorporated in this Second Extension Agreement and are hereby modified and supplemented to conform to this Second Extension Agreement but in all other respects are to be and shall continue to be in full force and effect.


LADD HUDGINS

“Landlord”

CLINTON PUBLIC WORKS
AUTHORITY OF THE CITY OF
CLINTON, Clinton, Oklahoma

By: _____
David Berrong, Chairman

“Tenant”

ATTEST

By: _____
Lisa Anders, Secretary

JUN 20 1978 9:00 AM

State of Oklahoma, Custer County, ss. Notary Public
Recorded in Book 481 Page 32 Custer County, Oklahoma
Ministry Executive Notary Public By William H. Baucher Deputy

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT Hadley Hudgins and Amelia Hudgins, his wife

part(ies) of the first part, in consideration of -----\$70,000.00----- DOLLARS, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto

City of Clinton, Oklahoma, a municipal corporation party(ies) of the second part, the following described real property and premises situate in Custer County, State of Oklahoma to-wit:

A tract of land located in the N/2, NE/4, Section 36, Township 12 North, Range 17, W.1.M.; Beginning at a point on the north section line a distance of 895.0 feet east of the Northwest corner of northeast quarter of said section; thence, south and parallel to West quarter section line a distance of 1120.0 feet; thence east and parallel to the north section line a distance of 805.0 feet; thence north and parallel to the west quarter section line a distance of 390.0 feet; thence N 30 degrees 00 minutes W a distance of 842.93 feet to a point on the north section line of said section; thence west along north section line a distance of 383.54 feet to the point of beginning, containing 16.8616 acres, more or less. All of the oil, gas and other minerals therein are reserved to grantors and their assigns,

together with all the improvements thereon and the appurtenances thereunto belonging and WARRANT THE TITLE to the same.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, its heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.

SIGNED AND DELIVERED THIS 2 DAY OF May 1978

Hadley Hudgins
Amelia Hudgins

STATE OF OKLAHOMA, County of Custer

Before me, the undersigned, a Notary Public in and for said County and State on this 2 day of May 1978 personally appeared

Hadley Hudgins and Amelia Hudgins, husband and wife to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS MY HAND AND SEAL. May 2, 1978
My Commission Expires: May 2, 1981 William H. Baucher Notary Public

Clinton Abstract Company
Clinton, Oklahoma