

AGRICULTURAL LEASE

This lease, made and entered into this 1st day of July, 2017, by and between the City of Clinton, Oklahoma, a municipal corporation, hereinafter referred to as Lessor, and Kevin Nightengale, Cordell, Oklahoma, hereinafter referred to as Lessee, is as follows:

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

Northeast Quarter and South Half of Southeast Quarter of Section 36,
Township 11 North, Range 19 W.I.M., containing 240 acres, more or
Less.

For a period of five (5) years, commencing July 1, 2017 and ending on June 30, 2022, and in consideration therefore, Lessee agrees to pay to Lessor the sum of Sixteen Thousand Two Hundred Fifty dollars (\$16,250.00), as follows:

Three Thousand Two Hundred Fifty dollars (\$3250.00) on July 1, 2017
Three Thousand Two Hundred Fifty dollars (\$3250.00) on July 1, 2018
Three Thousand Two Hundred Fifty dollars (\$3250.00) on July 1, 2019
Three Thousand Two Hundred Fifty dollars (\$3250.00) on July 1, 2020
Three Thousand Two Hundred Fifty dollars (\$3250.00) 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 by Lessor. In the event of surface damages from oil or gas drilling activities, seismographic exploration or public utility easements, Lessee shall be entitled to damages resulting therefrom to the crops then growing, with the balance, if any, for permanent damages to the land paid to the Lessor.

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

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

It is further agreed that Lessee shall perform to the standard soil conservation practices to prevent wind and water erosion and to maintain the terraces now upon said land in conformity with standards prescribed by the United States Conservation Service.

It is further agreed that the Lessor reserves the right to enter the property to maintain, repair or take whatever action is necessary to keep the water wells and water lines on said property operational.

It is further agreed that in the event Lessee fails to make any of the payments set forth above, 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 Lessor reserves the right to enter upon the leased premises at any and all times.

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

It is further agreed that this lease is binding upon and inures 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, OKLAHOMA
A Municipal Corporation
LESSOR

David Berrong, Mayor

ATTEST:

Lisa Anders, City Clerk

Kevin Nightengale, Lessor