

**GOLF COURSE PROPERTY LEASE**

THIS Lease is entered in to and effective the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Lela Rose Essary Trust, hereinafter called "Lessor" and, the Clinton Recreational Trust Authority, Clinton, Oklahoma, hereinafter called "Lessee".

**RECITAL**

WHEREAS, Lessor is the owner of the Premises (as defined below), which has historically been used in connection with the Riverside Golf Course;

WHEREAS, the parties previously entered into a lease dated May 1, 1991 ("1991 Lease") conveying the Premises, which has expired by its own terms, but which the parties have continued to honor, with Lessee operating as a holdover tenant;

WHEREAS, the parties agree to reaffirm the Lease of the Premises upon the following terms, conditions and modifications;

NOW THEREFORE, Lessor, for and in consideration of the rents, covenants and agreements, and stipulations hereinafter mentioned, hereby leases to Lessee, and Lessee hereby leases from Lessor, upon the terms and conditions set forth herein, the property, being more particularly described in Section One below (the "Premises").

**SECTION ONE**

**Description of Premises**

Lessor leases to Lessee the following described property, together with the improvements thereon:

A tract of land lying in the Northwest Quarter (NW1/4) of Section 13, Township 12 North, Range 17 West of the Indian Meridian, Custer County, Oklahoma, more particularly described by metes and bounds as follows: Beginning at a point 1157.00 feet N 0° 05' 04" W of the Southeast Corner of said NW ¼, said point being on the East line of said NW ¼; thence N 0° 05' 04" W and along said East line a distance of 154.70 feet; thence N 89° 33' 57" W a distance of 403.99 feet; thence S 0° 05' 04" E a distance of 153.79 feet; thence S 89° 26' 14" E a distance of 404.00 feet to the point of beginning, containing 1.43 acres more or less.

It is understood that included in this lease shall be a (1) barn, (2) parking lot and (3) all improvements and fixtures located thereon.

**SECTION TWO**

**Term of Lease**

The term of this lease is seven (7) years, commencing on the 1 day of December, 2023, and terminating on the 1 day of December, 2030.

**SECTION THREE**

**Rental**

The premises described herein are to be leased to Lessee for the total sum of \$33,600.00 payable in 84 equal installments of \$400.00 per month, with the first installment being due December 1, 2023. Subsequent rental installments shall be due on the first day of each month thereafter for the balance of said seven-year term, with the final rental installment being due on November 30, 2030.

#### SECTION FOUR

##### Uses of Premises

The purposes for which the premises are to be used are for use as a parking lot, golf maintenance and golf cart and equipment storage and any other golf related purposes. Lessee shall restrict its use to such purposes and shall not use or permit the use of the premises for any other purpose without the written consent of Lessor.

#### SECTION FIVE

##### Notices

Any notices required under the terms and conditions of this lease shall be forwarded to the following:

Lela Rose Essary Trust  
Oklahoma Bank and Trust Company Trustee  
P.O. Box 99  
Clinton, OK 73601

City Manager  
City of Clinton  
P.O. Box 1177  
Clinton, OK 73601

#### SECTION SIX

##### Repairs and Maintenance

Lessee shall maintain the water meter located on the premises so that at the end of the lease term the water meter will be in place and operational without cost or expense to the Lessor.  
Lessee shall also maintain the leased premises at its sole cost.

#### SECTION SEVEN

##### Assignment and Sublease

Lessee may assign this lease or sublease all or any portion of the premises, without the prior written consent of Lessor, provided that the same is assigned or sublet for the purpose of operating a golf course.

#### SECTION EIGHT

##### Right of First Refusal

Lessor grants to Lessee the exclusive right and option to purchase the Premises for the duration of this Lease. This right of first refusal shall be exercised by Lessee following written notification from Lessor of an interest to alienate the Premises in any matter. Lessee shall then notify Lessor, in writing, of Lessee's desire to exercise said right of first refusal.

In the event this option is exercised, then and in that event, the parties agree as follows:

(a) The purchase price for Lessee's right of first refusal shall be at a price agreed upon by the parties.

(b) Time is of the essence in connection with this Contract. In the event the aforesaid option is exercised and either party fails to perform any of their obligations under this Contract, except for any reasons specified herein, the other party may pursue any remedy available to them in law or in equity. In the event a suit for specific performance is instituted to enforce any of the provisions of this Contract, the prevailing party shall have the right to recover all of such party's expenses and costs incurred by reason of such litigation, including but not limited to attorney fees, court costs and suit preparation.

## SECTION NINE

### Liability

Lessor shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whosoever may at any time be using or occupying or visiting the property, or be in, on, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or any occupant, subtenant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall indemnify Lessor against all claims, liability, loss, or damage. Lessee hereby waives all claims for injuries to persons or property in or about the premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of Lessor, its agents, or employees.

## SECTION TEN

### Insurance

Lessee shall maintain insurance on the barn with loss payable to the Lessor. Should the barn be destroyed or damaged during the term of the lease, Lessor shall be under no obligation to rebuild or restore the same; however, should the barn be destroyed or damaged, and the Lessor chooses not to rebuild or restore the same, and if such damage materially affects the Lessee's use of the premises, then Lessee shall have the right to terminate this Agreement as of the date the Lessee's use of the premises was materially affected, and Lessee shall thereafter be relieved of the balance of its rental obligation, and this lease shall be terminated. Prior to the execution of this Agreement, Lessee shall furnish Lessor with a certificate evidencing the insurance applicable to the barn and insuring the same in the amount of \$72,000.00.

## SECTION ELEVEN

### Remedies of Lessor for Breach by Lessee

If default is made in the payment of any installment of rent on the due date thereof, or if Lessee fails to comply with any other material condition provided by this lease, Lessor shall give Lessee ten (10) days' notice in writing to cure such default. Then, if Lessee does not cure such default, this lease shall terminate, at the option of the Lessor, and Lessor may re-enter the premises and take possession thereof, and upon such entry, this lease shall terminate, and the Lessor may exclude Lessee from the premises. The Lessee expressly agrees, notwithstanding termination of this lease and re-entry by the Lessor, that the Lessee shall remain liable for a sum equal to the entire rent payable to the end of the term hereof and shall pay any loss or deficiency sustained by the Lessor on account of the premises being let for the remainder of the original term for a less sum than before.

## SECTION TWELVE

Attorney Fees

If either party files an action to enforce any agreement contained in this lease, or for breach of any covenant or condition, the prevailing party shall be entitled to a reasonable attorney fee and court costs to enforce the terms of this agreement.

This lease agreement shall be binding on the parties, their heirs, successors and assigns and shall be construed under the laws of the State of Oklahoma.

SECTION THIRTEEN

Holding Over

Lessee shall peacefully surrender possession of the Premises to Lessor at the expiration, or earlier termination, of the Term of this Lease. In the event Lessee remains in possession of the Premises after the expiration of this Lease without executing a new written lease acceptable to Lessor and Lessee, Lessee shall occupy the Premises as a Lessee from month to month subject to all the terms hereof.

SECTION FOURTEEN

Miscellaneous

- (a) No Change. The Lease and all exhibits attached hereto and forming a part hereof, and any amendments hereto, set forth the entire agreement between Lessor and Lessee concerning the Premises, and no subsequent alteration, amendment, change or addition to this Lease shall be binding upon either Lessor or Lessee unless the same be reduced to writing and signed by the party to be bound thereby.
- (b) Counterparts. This Lease shall be executed in counterparts, each of which shall be deemed to be an original.
- (c) Separable. In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- (d) Governing Law. This Lease and each and every provision herein contained, as the same may from time to time be amended, or any disputes or misunderstandings involving same, shall at all times during the Term of this Lease be governed and controlled by the applicable laws of the State of Oklahoma.
- (e) Time is of the Essence. Time is of the essence with respect to all terms and conditions of this Lease.
- (f) Effective Date. The Effective Date of this Lease and other similar references are deemed to refer to the last date the Lease has been fully executed, initialed, if applicable, and dated by both Lessor and Lessee.

Executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[Signature Page to Follow]

*Keith Ventris Trustee*

Oklahoma Bank & Trust Co. Trustee of the  
Lela Rose Essary Trust, Lessor

ATTEST:

The Clinton Recreational Trust  
Authority, Lessee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Secretary

STATE OF OKLAHOMA     )  
  ) ss.  
County of Custer         )

Before me, the undersigned, a Notary Public, in and for said County and State on this 1<sup>st</sup> day of ~~December~~ 2023 Keith Ventris personally appeared as Trustee of the Lela Rose Essary Trust, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

*Beatriz Martinez*  
Notary Public



My Commission Expires: 01-22-25

STATE OF OKLAHOMA     )  
  ) ss.  
County of Custer         )

Before me, the undersigned, a Notary Public, in and for said County and State on this \_\_\_\_\_ day of \_\_\_\_\_, David Berrong, personally appeared as Chairman for the Clinton Recreational Trust Authority, to me known to be the identical person who executed the within and foregoing instrument on behalf of said entity and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of said entity, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: