

**CITY OF STILLWATER
LAKE McMURTRY LEASE AGREEMENT**

THIS LEASE made this 1st day of January, 2012, by and between the City of Stillwater, LESSOR, a municipal corporation in the County of Payne, State of Oklahoma, and Stillwater Rifle and Pistol Club, LESSEE-TENANT.

WITNESSETH: That LESSOR, for an in consideration of the rent hereinafter specified to be paid by LESSEE, and the covenants and agreements hereinafter contained, by the LESSEE to be kept and performed, has demised, leased, and let unto said LESSEE those certain premises more specifically described as follows, to-wit:

LAKE McMURTRY TRACT #5

The Northeast Quarter (NE/4) of Section Twenty-Eight (S28), Township Twenty North (T20N), Range One East (R1E) of the Indian Meridian, Noble County, State of Oklahoma, less and except approximately 7 acres used as Stillwater Police Dept. Gun Range and that area inundated by the waters of Lake McMurtry and containing one hundred fifty two (152) acres, more or less, to have and to hold unto said LESSEE on the following terms and conditions:

1. TERM

The term of this lease shall be five (5) years, beginning the 1st day of January, 2012, and ending on the 31st day of December 2017, except as hereinafter provided. Lease will be reviewed each year to confirm renewal for the next fiscal year.

2. RENTAL

LESSEE covenants and agrees to pay LESSOR as rent for the above-described premises during the term of the lease the sum of One Thousand Two Hundred and no/100 Dollars (\$1,200.00) per year. LESSEE further agrees to pay LESSOR the sum of Eight Hundred and no/100 Dollars (\$800.00) per year for mowing services of the City of Stillwater during the term of the lease. The total amount payable for the term of this Lease by LESSEE to LESSOR is Ten Thousand and no/100 Dollars (\$10,000.00) to be paid in annual installments upon acceptance and execution of this agreement by the parties.

3. PURPOSES

Said premises shall be used for the activities of the Stillwater Rifle and Pistol Club as described in a separate agreement between the City of Stillwater and the Stillwater Rifle and Pistol Club and no other purpose whatsoever without the written consent of LESSOR being first had and obtained. Be it further understood that LESSEE takes said property subject to LESSOR'S permitted use of said property for the purposes of hunting, fishing, boating and camping activities.

4. HUNTING AND FISHING

It is expressly understood and agreed by the LESSEE that this lease is subject to fishing, hunting, boating, camping and recreational rights and permits issued and held in accordance with the provisions of Sections 33-1 through 33-202, inclusive, of the Stillwater City Code, and any amendments thereto or modifications thereof.

5. REPAIRS AND MAINTENANCE

LESSEE represents that LESSEE has inspected and examined the demised premises and accepts them in their present condition, and agrees that LESSOR shall not be required to make any improvements or repairs whatsoever in or upon the premises hereby demised or any part thereof **except the LESSOR agrees to furnish fencing materials for the repair or construction of a standard four strand barbed wire fence surrounding the perimeter of lease tract;** LESSEE agrees to make any improvements or repairs at LESSEE's sole cost and expense, and agrees to keep said premises safe and in good order and condition during the term hereof, and upon expiration of this lease, or at any sooner termination thereof, the LESSEE will quit and surrender the possession of said premises quietly and peaceably and in as good order and condition as the same were at the commencement hereof, reasonable wear and tear and damage caused by acts of God excepted. LESSEE further agrees to leave said premises free from all nuisances and dangerous and defective conditions. Further, the LESSEE agrees not to make any structural alterations in any improvements on said premises without first obtaining the written consent of the LESSOR.

6. ASSIGNMENT AND MORTGAGE

The demised premises or any portion thereof shall not be sublet, nor shall this lease or any interest therein be assigned or mortgaged by LESSEE, and any attempted assignment, subletting, or mortgaging of this lease shall be of no force or effect, and shall confer no rights upon any assignee, sub lessee, or mortgagee. In the event that LESSEE shall become legally incapacitated, bankrupt, or insolvent, or should a guardian, trustee, or receiver be appointed to administer LESSEE's business or affairs, neither this lease nor any interest herein shall become an asset of such guardian, trustee, or receiver, and in the event of any appointment of any such guardian, trustee, or receiver, this lease shall immediately terminate and end.

7. LIABILITY

LESSEE shall indemnify and hold LESSOR and its agents, servants, employees and independent contractors, free and harmless from any loss, cost or damage that may arise out of or in connection with this lease or for any wrongful act of omission on the part of LESSEE, his agents, servants, employees or other person using said premises. LESSEE further agrees to maintain and pay for, during the term of the above-described lease, sufficient insurance for loss or damage by fire, windstorm and such other risks as may be associated with an agricultural lease, with the LESSOR as an additional named insured, and to furnish the LESSOR a current certificate of insurance. All insurance proceeds covering leased premises shall be used to repair any loss or damage to the leased premises or to be paid to the LESSOR. Provided, however, it is expressly agreed that the LESSEE shall in no way be liable for any loss, cost, or damages which arise out of the use of said premises pursuant to Article #4 of this lease.

8. TERMINATION BY LESSOR

LESSOR may terminate this lease at any time it shall be determined by the City Council of the City of Stillwater, State of Oklahoma, that public convenience and necessity require it to do so, by serving upon LESSEE in the manner hereinafter provided a written notice of its election so to terminate, which said notice shall be served at least sixty (60) days prior to the effective date of such termination.

9. NOTICES

Any notices which are required hereunder, or which either LESSOR or LESSEE may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States Mail, postage prepaid, return receipt requested, addressed to LESSEE at the address herein recited, or addressed to LESSOR at 315 E. 9th, P.O. Box 1449, Stillwater, Oklahoma, 74076, Attention: Parks and Recreation Operations Manager.

10. HOLDING OVER

LESSEE agrees that at the end of the term of this lease, as herein before cited, to surrender possession of the leased premises to the LESSOR without notice unless LESSEE first obtains consent of the LESSOR to remain in possession of the leased premises; provided, that such holding over shall be deemed to be from month to month only, and upon all the same rents, terms, covenants and conditions as contained herein.

11. WAIVER

Waiver by LESSOR of any default in performance by LESSEE of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

12. COMPLIANCE WITH LAWS

LESSEE agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the leased premises and the use thereof, and that LESSEE shall not use the leased premises or allow it to be used by any other person for any illegal, unsafe, extra hazardous or immoral purposes.

13. LESSOR MAY ENTER

LESSEE agrees that LESSOR, its agents or employees, may enter upon said premises at any time during the term or during any extension hereof for the purpose of examining and inspecting said premises, and for purposes necessary, incidental to, or connected with the performance of its obligations hereunder or in the exercise of its governmental functions.

14. OTHER MATTERS

Any decision affecting any matter not herein expressly provided for shall rest solely within the discretion of the LESSOR through the City Manager.

15. DEFAULT

- A. In the event that LESSEE shall be in default of any payment of any rent or in the performance of any of the terms or conditions herein agreed to be kept and performed by LESSEE, then in that event, LESSOR at any time thereafter (but prior to the curing of such default) may give notice to LESSEE specifying such event of default and stating that this lease and the lease term shall expire and terminate on the date specified in such notice which shall be at least thirty (30) days after the giving of such notice, and on such date, unless all events of default have been cured and there shall not exist any other event of default, all of the right, title and interest of LESSEE under this lease shall terminate and LESSEE shall remain liable as hereinafter provided.
- B. If any event of default shall have occurred and be continuing, LESSOR, whether or not the lease term shall have been terminated pursuant to Section 17.A, may, upon thirty (30) days' written notice, except in the cases of emergency when no notice need be given and unless the default is cured, enter upon and repossess the leased premises or any part thereof, and declare all rent remaining for the unexpired term of the lease to be due and owing (said repossession and possession being hereinafter referred to as "repossession,"), by force, summary proceedings, ejectment or otherwise without being deemed guilty of any manner of trespass, and may remove LESSEE and all other persons and property therefrom.
- C. From time to time after the repossession of the leased premises or any part thereof pursuant to Section 17.B, whether or not the lease term has been terminated, LESSOR may, but shall be under no obligation to, relet the leased premises or any part thereof, for the account of LESSEE in the name of LESSOR or otherwise, for such term or terms (which may be greater or less than the period and, would have otherwise constituted the balance of the lease term) and on such terms (which may include concessions or free rent) and for such uses as LESSOR, in LESSOR's sole discretion, may determine, and may collect and receive the rent therefore. LESSEE shall indemnify and hold LESSOR harmless for any deficiency in rentals received by LESSOR upon such reletting, all without prejudice to any other remedies available to LESSOR.
- D. No termination of this lease and no repossession of the leased premises or any part thereof pursuant to Article 17 shall relieve LESSEE or LESSEE's obligations and liabilities under this lease, all of which shall survive any such termination or repossession. In the event of any such termination or repossession, whether or not the leased premises or any part thereof shall have been relet, LESSEE shall pay to LESSOR the rent and other sums and charges to be paid by LESSEE up to the time of such termination or repossession. Thereafter LESSEE, until the end of what would have been the full term of this lease, shall pay to LESSOR, as and for liquidated and agreed current damages for LESSEE's default, the equivalent of the amount of the rent and such other sums and charges which would be payable under this lease by LESSEE if this lease were still in effect, less the net proceeds, if any, of any reletting effected pursuant to the provisions of Section 17.C, after deducting all of LESSOR's expenses in connection with such, reletting, including, without limitation, all repossession costs, operating expenses, legal expenses, attorneys' fees and cost of advertising.
- E. The various rights, powers, and remedies herein contained and reserved to LESSOR shall not be considered as exclusive of any other right, power or remedy; but the same shall be construed as cumulative and shall be in addition to every other right, power or remedy now or hereafter existing at law, in equity or by statute. No delay or omission by LESSOR to exercise any right, power or remedy arising from any event of default by LESSEE shall impair any such right, power or remedy or shall be construed as a waiver of such default or an acquiescence therein.

16. SUCCESSORS IN INTEREST

All of the terms, covenants and conditions contained herein shall continue, and bind all successors in interest of LESSEE herein.

17. ENTIRE AGREEMENT CONTAINED HEREIN

It is further understood and agreed by the parties hereto that this Lease Agreement contains the entire agreement between the LESSOR and LESSEE and any changes, alterations, and amendments or addenda to this Agreement shall have no force and effect unless they are in writing and executed in the same manner as this Agreement.

WITNESS the hands and seals of the parties hereto the day and year first above written.

LESSEE-TENANT

WITNESS

Date

Date

CITY OF STILLWATER, OKLAHOMA
A municipal corporation
(LESSOR)

(SEAL)

DAN GALLOWAY, CITY MANAGER

ATTEST:

DEPUTY CITY CLERK