

EXTENSION OF LEASE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of _____, 2017, and executed in quadruplicate originals (each executed copy constituting an original) between the CITY OF STILLWATER, OKLAHOMA, a municipal corporation, organized under the laws of the State of Oklahoma, hereinafter referred to as the "City" and Oklahoma State University ("OSU").

WITNESSETH

WHEREAS, the City and OSU entered into a written Lease Agreement on or about the 9th day of September, 2016; and

WHEREAS, the City and OSU desire to continue the contractual relationship established under said Agreement for an additional 90 day period beginning November 1, 2017 and ending January 31, 2018.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE CITY AND OSU AGREE:

1. Term of Agreement. City agrees to extend the terms and conditions of the Lease Agreement dated September 9, 2016 for a period of 90 days beginning November 1, 2017 and ending January 31, 2018.

2. Effect of Contract Provisions. All provisions contained within the Agreement dated September 9, 2016 shall remain in full force and effect and shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this agreement to be fully executed in quadruplicate, each copy of which shall constitute an original.

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

GINA J. NOBLE, MAYOR

(SEAL)
ATTEST:

ELIZABETH CHRZ, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

JOHN E. DORMAN, CITY ATTORNEY

WITNESS OUR HANDS THIS ____ DAY OF _____, 2017.

OKLAHOMA STATE UNIVERSITY

By: Chuck Fleischer, Property Manager

STATE OF OKLAHOMA)
)
COUNTY OF PAYNE)

Before me a notary public in and for said County and State, on this ____ day of _____, 2017, personally appeared _____, Property Manager of Oklahoma State University, 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 and the free and voluntary act and deed of the University for the uses and purposes therein set forth.
Given under my hand and seal the day and year last above written.

NOTARY PUBLIC

(SEAL)
MY COMMISSION NO: _____
MY COMMISSION EXPIRES: _____

AGREEMENT

Between

OKLAHOMA STATE UNIVERSITY

and

CITY OF STILLWATER, OKLAHOMA

for

LEASE OF REAL PROPERTY

THIS AGREEMENT, made and entered into this 9th day of September, 2016, by and between Oklahoma State University, party of the first part, hereinafter referred to as "Lessor"; and the City of Stillwater, Oklahoma, a municipal corporation, party of the second part, hereinafter referred to as "City" or "Lessee".

WITNESSETH:

That for and in consideration of the covenants and agreements herein contained, and the rental payment to be made, as herein provided, Oklahoma State University hereby grants, leases and rents to the City for a term of one (1) year beginning November 1, 2016 and ending October 31, 2017, the following described property located in Payne County, State of Oklahoma, to wit:

The North Half (N 1/2) of the Southwest Quarter (SW 1/4) of Section Seven (7), Township Eighteen (18) North, Range Two (2) East, Payne County, State of Oklahoma,

and

The South Half (S 1/2) and the Northwest Quarter (NW 1/4) of Section Twelve (12), Township Eighteen (18) North, Range One (1) East, Payne County, State of Oklahoma Less and except a portion of said Northwest Quarter (NW 1/4) of Section Twelve (12) described as follows: Beginning at the Northwest Corner of the Northwest Quarter (NW 1/4) of Section Twelve (12), Township Eighteen (18) North, Range One (1) East, Payne County, Oklahoma;

thence east along the North side of said Northwest Quarter

(NW 1/4) of Section Twelve (12) a distance of 830 feet; thence South along a line parallel to the West line of the Northwest Quarter (NW 1/4) of said Section Twelve (12) a distance of 1340 feet; thence southwesterly to a point on the West line of the Northwest Quarter (NW 1/4) of said Section Twelve (12), 1460 feet south of the Northwest Corner thereof; thence north along the West line of the Northwest Quarter (NW 1/4) of said Section Twelve (12) to the point of beginning.

and the Lessee agrees to pay to the Lessor, as rental for said land, the sum of Six Dollars and No Cents (\$6.00) per acre per year on the basis of 505 acres, more or less, as described above, in the total amount of Three Thousand, Thirty Dollars (\$3,030.00), said rent to be due and payable in advance upon the execution of this lease.

IT IS FURTHER MUTUALLY AGREED AND UNDERSTOOD that the parties are bound by the following covenants and conditions:

1. The Lessor understands that the Lessee will operate the property through its Park and Recreation Department as a motorcycle and mountain bike recreation area, and that certain alterations of the surface of the ground and trees may be necessary to provide trails for the motorcycle and mountain bike riders and also for parking and picnic areas. Lessee agrees, however, to take all steps necessary to prevent said alterations of the surface and the use of said property from causing any permanent damage to the premises through erosion or other kinds of waste. It is also understood that the Lessee will control access to the property with only those parties being properly licensed by the Lessee allowed to use this recreation area.
2. This 505 acre tract has perimeter fencing and the City agrees to maintain the fence during the term of this lease at no cost to Oklahoma State University. Any necessary road crossing or gate shall be paid for and installed by the City. Improvements classified as fixtures under the laws of Oklahoma shall remain with the land and become the property of Oklahoma State University upon the termination of this lease.
3. Representatives of the Lessor shall have the right to enter upon the premises to determine if unusual damage is taking place and proper management practices are being used in caring for the land and timber. It is realized that there will be some damage to the grass and surface of the land by the motorcycle and mountain bike recreation programs but if the Lessor through its authorized representatives determines that unusual wear, tear or damage to the premises is occurring Lessor shall have the right to cancel the lease upon the giving of thirty (30) days notice in writing and, in such event, the Lessee shall be entitled to a pro rata refund of this rent paid hereunder.
4. The Lessor reserves the right to grant to third parties the right to enter upon the premises for conducting geophysical and geological surveys and for the drilling and

operation of oil and gas wells and Oklahoma State University retains the right to any surface or crop damages that might be incurred from any oil and gas operations.

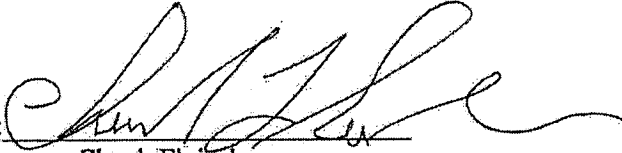
5. No hunting or farming or grazing rights shall accrue to the City by virtue of this lease.
6. The City shall not be permitted to sublease this property under any circumstances and any attempt to do so, by whatever means used, shall automatically terminate this lease.
7. To the extent authorized by law, the Lessee agrees to save and hold harmless and indemnify the Lessor and any of its representatives of, from, and for any and all claims for injury or damage to property or to persons arising out of any accident or injury to any person or to any property which may occur or be alleged to occur on said premises or which otherwise arises as a result of Lessee's operations thereon or occupancy thereof including, but not limited to, any claims for damages or other relief sought by any adjoining or neighboring property owners as a result of the nature of Lessee's use of said property. Lessee shall indemnify Lessor against all costs, counsel fees, and liabilities incurred in or about any such claims or in or about any action or proceedings brought against Lessor by reason of any such claim, Lessee shall, on notice from Lessor, resist or defend such action or proceeding by counsel satisfactory to Lessor.
8. In the event a fire occurs on the premises any charges made by the Fire Department of the City of Stillwater shall be borne by the Lessee.
9. This property shall be used only for motorcycle and mountain bike recreation and the City agrees that it will be solely responsible for the policing of the motorcycle and mountain bike usage on the property and that no overnight camping shall be allowed.
10. Lessor shall have the right to cancel this lease during its term as to any portion of the leased premises not to exceed forty (40) acres. In the event Lessor intends to exercise this right, it shall give Lessee fifteen (15) days notice thereof containing a general description of the portion of the premises to be so withdrawn and Lessor shall, within a reasonable time thereafter, fence off the area so withdrawn and refund to Lessee pro rata portion of the rental previously paid hereunder.
11. It is understood and agreed that this lease shall automatically expire on October 31, 2015, and it may not be extended or renewed without the execution of a new lease.
12. This agreement shall be binding on the parties hereto, their successors and assigns.

IT IS FURTHER UNDERSTOOD AND AGREED THAT, upon Lessee's failure to pay the rental or any part thereof or to otherwise comply in full with the terms, conditions or covenants of this lease, the Lessor may declare this lease at an end and reenter and take possession of said premises and retain all rental paid hereunder as damages for the breach thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.


ATTEST:

LESSOR
Oklahoma State University

By: 
Chuck Fleischer
OSU Property Manager

ATTEST:

LESSEE
City of Stillwater, Oklahoma, a
Municipal Corporation

By: 
Norman A. McNierle
Stillwater City Manager