

## **Agricultural Lease Agreement**

**THIS LEASE**, made and entered into this 24th day of October 2023 by and between the City of Midwest City, an Oklahoma municipal corporation, hereinafter referred to as "Lessor", and the City of Midwest City, a municipal corporation, hereinafter referred to "Lessor," and Hildebrand Farms, an individual, hereinafter referred to as "Lessee";

**WITNESSETH:**

That Lessor, in consideration of the covenants and agreements herein set forth, does by these presents, demise, lease and let unto the Lessee the following described real property situated in Oklahoma County, State of Oklahoma, to-wit:

**SEE EXHIBIT A**

Herein known as the "Leased Premises."

**TO HAVE AND TO HOLD** the same unto the said Lessee for a term commencing on November 1, 2023 and ending on October 31, 2024. This Lease shall terminate upon sixty (60) days written notice to the other party at any time during the Lease term. The termination may be for the whole or for only a part of the leased premises. Lessee shall receive damages for the early termination of the Lease for any growing crops at the rate of two-thirds (2/3) of the average yield for the previous three years except, if Lessor gives Lessee six (6) months notice, no damages are due or in the event Lessor is in Default as described in Section 10.

All growing crops and/or improvements shall become the property of the Lessor upon termination. However, if no damages are due in accordance with the above paragraph, Lessee shall be allowed to harvest any existing crop if at all feasible. Lessee shall utilize the leased premises only for agricultural crops and similar purposes and no livestock shall be allowed on the Leased Premises.

Lessee agrees to pay Lessor a monthly payments of \$215.53 prior to the first day of the month. A 15% late fee shall be added to the balance of any outstanding balance. This lease will automatically renew on November 1<sup>st</sup> of each year unless terminated in writing under the conditions stated hereinabove or unless there is a default by the Lessee as identified in Section 10. A yearly rent increase of 2.5% shall apply at the time of renewal.

Both parties to the Lease agree to the following terms, conditions and covenants:

- (1) It is hereby expressly understood and agreed by the parties hereto that, during the term of the Lease, Lessee will not commit any waste on said premises and shall not destroy, remove or deface any improvements on said property or damage or alter the same without first obtaining the written consent of Lessor. It is further expressly agreed and understood that no authorization exists in Lessee to subject the leased property or any part thereof to any mechanics' or materialmen's liens.
- (2) Lessor, and/or its agents, employees or contractors, shall have the right to enter the leased property at any time for the purpose of installing, maintaining or inspecting or repairing any and all utilities, water lines, sewer lines, drainage, storm water runoff way, creeks or the like during the term of the Lease. Lessee hereby waives any and all claims for damages that may occur to the agricultural products being grown or improvements on the leased premises if any damage results from the above stated actions by the Lessor. Waiver of damages shall include, but not be limited to, damage to growing crops, improvements and/or the loss of profit. Lessee hereby covenants that the notice by Lessor is not required prior to the entry of the leased premises. For regularly scheduled operations, every reasonable effort shall be made by Lessor to notify Lessee of the planned entry onto the Property.
- (3) Sludge from the City of Midwest City Water Resource Recovery Facility may be applied to the leased premises solely at the Lessee's discretion. Such application may be in liquid or cake form. In such instances, Lessee waives any and all damages that may result to the growing crops resulting from the application. Waiver of damages by Lessee shall include but not be limited to damage to the growing crops, improvements and loss of profit.
- (4) Lessee shall plant alfalfa or other perennial crops. The Environmental Services Director, by written notice, may allow a change in planting times and crops.
- (5) Lessee agrees that at the termination of the Lease; however such termination may occur, to quit and surrender the premises to the Lessor in as good condition as they were when the occupancy began hereunder, natural wear and tear from reasonable use thereof, and destruction of the premises by act of God or public enemy or unavoidable accident, excepted.
- (6) Lessee agrees to refrain from any operation or activity that produces airborne particulate matter that interferes with personnel conducting active training exercises at the City of Midwest City Police Department Firearms Training Center; furthermore, no equipment or materials may be stored

within twenty-five (25) feet of the center of the Railroad or Access Road at any time.

- (7) Lessee does hereby covenant and agree to indemnify and save Lessor harmless from any and all damages, claims and demands on any person or persons by reason of the occupancy and use of the premises by Lessee, or for any condition existing on the leased premises under the control of the Lessee.
- (8) Lessee does hereby covenant that he will as far as possible protect the premises from damage and that he will not sublease or assign this Lease without the prior written consent of Lessor.
- (9) It is further mutually understood and agreed that the covenants and conditions contained herein are the full and complete terms of this Agreement; and no alterations, amendments or modifications of the terms shall be binding unless first reduced to writing and signed by the parties hereto.
- (10) This Agreement may only be amended by agreement of the parties, all amendments must be in writing and signed by all parties.
- (11) The Lessee further agrees to comply with all requirements of all laws, orders, ordinances and regulations which shall impose any duty upon the occupant of the premises.
- (12) During the duration of this lease, Lessee must carry general liability coverage in the amount at a minimum of \$1,000,000 and name the City of Midwest City as an insured. A copy of proof of insurance must be on file with the City Clerk's Office prior to entering the Leased Premises.
- (13) In the event Lessee should default on any part of this Agreement, including in payment of rent by the date due at the address set forth herein on page four (4), Lessor shall give Lessee written notice of such default by certified mail addressed to Lessee at the address set forth on page four (4) herein above mentioned or post the notice on said property and Lessee shall have fifteen (15) days from the date of the postmark of said notice to correct such default. Should Lessee fail to correct such default in said fifteen (15) day period, Lessor may in addition to all rights available to Lessor under the laws of the State of Oklahoma in which the Leased Premises are located at Lessors option, terminate this Lease. In case of default by the Lessee in any other of the covenants on his/her part herein contained, Lessor may enforce the performance of this Lease in any manner provided by law, and at the option of the Lessor, this Lease may be terminated if such default continues for a period of fifteen (15) days after Lessor notifies the Lessee of such defaults and of Lessor's intention to declare the Lease forfeited, such notice to be sent by Lessor to Lessee by certified mail, addressed to Lessee at the address set forth on herein on page four (4) , and upon the expiration of said fifteen (15) day period (unless Lessee shall have within such period commenced the removal of such

default and thereafter shall proceed with due diligence until the default complained of has been removed or cured) this Lease shall cease and come to an end as if that were the day originally fixed for the expiration of the term thereof, and, Lessor's agent or attorney shall have the right without further notice or demand to re-enter and remove all persons from Lessee's property there from without being deemed guilty of any manner of trespass. In entering and taking possession reserved upon all goods, wares, chattels, implements, machinery, equipment, fixtures, tools and other personal property belonging to Lessee which are or may be put upon the Property. In defaulting, the Lessor also forgoes compensation for any plantings or crops on the Leased Premises.

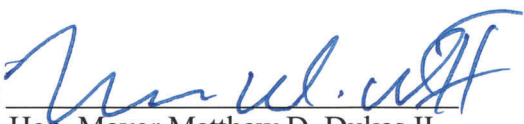
- (14) The Laws of the State of Oklahoma will be used to interpret this contract. Any legal action arising from the contract must be filed in the proper State or Federal Court located in Oklahoma County.
- (15) It is further agreed that all the covenants and conditions contained herein shall extend to and be binding on the respective successors, heirs, administrations and assigns of the parties hereto.
- (16) The City of Midwest City is covered by the Oklahoma Tort Claims Act at 51 O.S. Sec. 151 *et seq.* Any claims for damages against the City of Midwest City (agents, employees, etc...) must be filed and comply with the requirements of the Oklahoma Tort Claims Act.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be dully executed as of the day and year first above set forth.

**LESSEE:**  
Phillip Hildebrand  
780 Turtle Creek DR  
Choctaw, OK 73020

**LESSOR:**  
The City of Midwest City  
100 N. Midwest Blvd.  
Midwest City, Oklahoma 73110  
Attention: City Clerk

BY: \_\_\_\_\_  
Phillip Hildebrand

BY:   
Hon. Mayor Matthew D. Dukes II

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**LESSEE:**

Phillip Hildebrand  
780 Turtle Creek DR  
Choctaw, OK 73020

BY: \_\_\_\_\_

Phillip Hildebrand

**LESSOR:**

The City of Midwest City  
100 N. Midwest Blvd.  
Midwest City, Oklahoma 73110  
Attention: City Clerk

BY: \_\_\_\_\_

Hon. Mayor Matthew D. Dukes II

## **EXIHIBIT A**

### **The Leased Premises**

Approximately 64.66 acres M.O.L. lying in the Southwest Quarter of Section Fifteen (15), Township Twelve (12) North, Range Two (2) West of the I.M., Oklahoma County, Oklahoma, OK as described in RB 3093, Page 157 in the Oklahoma County Clerk's Office and as illustrated on Page 6 of this Agreement; less and except the following sites:

1. Approximately 1.3 acres at 7221 NE 36<sup>th</sup> ST known as the former City of Midwest City Animal Control Facility, which is now leased by the City of Spencer, OK.
2. Approximately 5.5 acres located on the northeast corner of the property and being utilized by the City of Midwest City for a Police Department Firearms Training Center.
3. Approximately 1.0 acre Oil and Gas Lease located near the center of the property.
4. The right-of-way of the railroad.

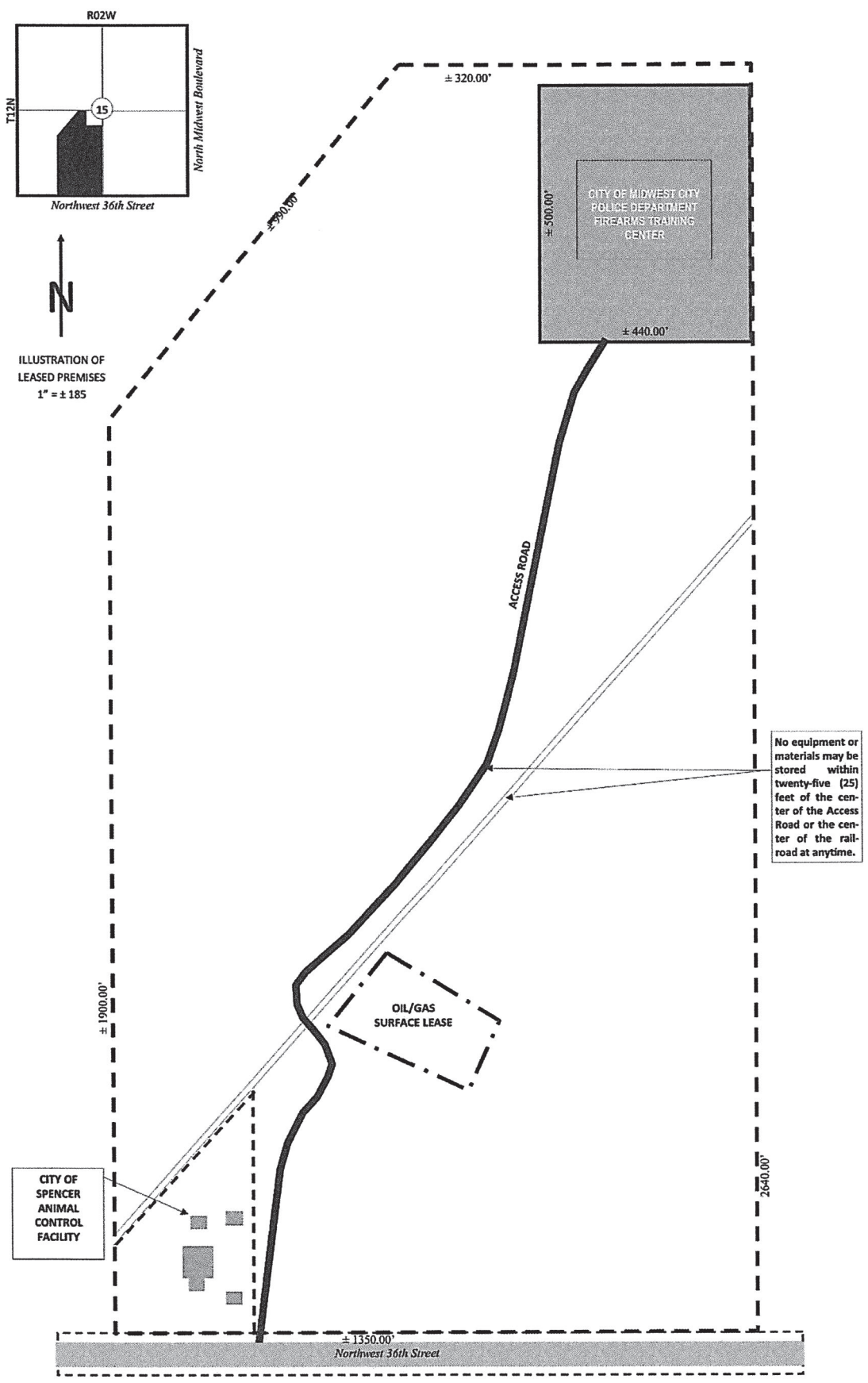


ILLUSTRATION OF  
LEASED PREMISES  
1" = ± 185

No equipment or materials may be stored within twenty-five (25) feet of the center of the Access Road or the center of the rail-road at anytime.