

AGRICULTURAL LEASE CONTRACT – EL RENO REGIONAL AIRPORT

THIS CONTRACT made and entered into as of the _____ day of _____, 2024, by and between the EL RENO AIRPARK AUTHORITY, a public trust created for the use and benefit of the CITY OF EL RENO, Oklahoma, hereinafter referred to as “AUTHORITY”, and _____ hereinafter referred to as “LESSEE”, states:

FOR AND IN CONSIDERATION of the covenants and agreements hereinafter set forth, the AUTHORITY does by these presents demise, lease, and let unto the LESSEE for agricultural purposes that portion of the El Reno Regional Airport designated as Tracts I, II, and III on a plat of said El Reno Municipal Airport, a copy of which is on file in the office of the City Clerk of El Reno, Oklahoma, and made a part hereof by reference, containing in all approximately ***four hundred forty (440) Acres***, more or less, which said El Reno Regional Airport is located upon the following described real estate situated in Canadian County, Oklahoma, to-wit:

The East One-Half (E/2) of Section Thirty-Five (35), and the West One-Half (W/2) of Section Thirty-Six (36), all in The Township Twelve North (T12N), Range Eight West (R8W), of the Indian Meridian, Canadian County, El Reno, Oklahoma.

TO HAVE AND TO HOLD the same unto the LESSEE from the date of:

July 1, 2024 to June 30, 2025;

July 1, 2025 to June 30, 2026;

July 1, 2026 to June 30, 2027;

July 1, 2027 to June 30, 2028;

July 1, 2028 to June 30, 2029,

for five (5) consecutive one-year lease terms. LESSEE, in consideration of the premises herein set forth agrees to pay as rental for the above described premises the sum of _____, for each lease year; the first such payment shall be due and payable on or before January 1, 2025; the second such payment shall be due and payable on or before January 1, 2026; the third such payment shall be due and payable on or before January 1, 2027; the fourth such payment shall be due and payable on or before January 1, 2028; and the fifth such payment shall be due or payable on or before January 1, 2029.

IT IS FURTHER AGREED:

1. That LESSEE shall at all times comply with the ASCS Program as it pertains to the property herein demised, so as to maintain the maximum allotments allowed under such Program, and shall receive and retain for his own use all the Government payments accruing during the term of this lease.
2. That LESSEE shall farm said premises in a husbandry-like manner and shall cultivate, use and farm said lands in such a manner that will prevent, so far as possible, the erosion of the soil and shall not commit waste thereon.

3. That LESSEE will fertilize all of the lands as required to insure its continued fertility, and with *respect* to the type and amount of fertilizer shall follow the recommendations of Oklahoma State University or the P.M.A. Office and shall pay all costs of fertilizing and testing the soil, if necessary.
4. That LESSEE shall bring up the PH factor of the soil at his own cost in order to produce good crops during this five-year contract period.
5. That LESSEE shall not erect upon the demised premises any buildings or structures. The LESSEE shall maintain existing fences, and construct any fences he might need at his own expense. The CITY/AUTHORITY will furnish water needed for watering livestock, but the LESSEE shall construct any water lines required and furnish necessary water tanks or troughs.
6. That notwithstanding any of the provisions of this lease contract to the contrary, the LESSEE shall surrender possession of the premises in no event later than June 30, 2019, unless weather or unavoidable casualty delays harvesting beyond that date. The LESSEE shall then at that time surrender the possession of the premises as soon as due diligence allows.
7. That notwithstanding any of the provisions of this lease contract to the contrary, the LESSEE shall be entitled to the possession of the demised premises, or such parts thereof, as soon as the Authority secures possession thereof from the tenants now in possession.
8. That so far as practicable, the LESSEE shall give the Airpark Board of Trustees advance written notice of the spraying, fertilizing and harvesting of the crops growing on the premises.
9. That the LESSEE shall not sublet said land, or any part thereof, without the written consent of the AUTHORITY; and at the expiration of this lease or sooner termination thereof, the LESSEE shall give peaceable possession of the premises to the AUTHORITY in as good a condition as they now are.
10. That upon failure of the LESSEE to pay the rentals or any part thereof as herein provided, or to otherwise comply with the terms and conditions of this lease, the AUTHORITY may declare this lease to be ended and terminated and re-enter and take possession of the premises, and notice of such election and demand of possession are hereby waived.
11. That in the event the AUTHORITY shall decide that it is in the best interest of the City of El Reno and the Residents thereof, that all or any portion of said land shall be devoted to commercial, industrial or other uses, then this lease shall terminate with respect to so much of said land as the AUTHORITY determines is necessary for such use, after written notice to LESSEE, and following the harvesting of the crops then growing thereon or after satisfactory arrangements have been made for the payment to LESSEE for the value of the crops growing on said land. The AUTHORITY specifically reserves the right to reclaim an area of the agricultural lease contiguous with the apron area immediately North/South of Hangars No. 1 or No. 4 at any time during the lease period. The reclaimed area under consideration will be 250 feet by 400 feet upon which an apron area for airplanes may be considered.

12. In exchange for this area and upon reclamation, the AUTHORITY will deduct \$100 from the annual rent of the LESSEE and reconstruct the fence line bordering the reclaimed area at no expense to the LESSEE. If there are no crops growing on said land but LESSEE has prepared said land for subsequent planting, he shall be reimbursed for his expenses incurred therefore, and the cash rental for each of the following lease years shall be reduced in the proportions that the land then bears to the total acres leased and in the amount the Government payments are reduced on account thereof.
13. That LESSEE shall not conduct his farming operations in such manner as to interfere with the operation and maintenance of the airport and industrial facilities at the El Reno Regional Airport.
14. That this lease shall not be considered renewed except by the express agreement of the parties hereto and upon ratification by the El Reno Airpark Authority Board of Trustees. This five (5) one-year lease agreement shall be binding upon the heirs, executors, administrators, and assigns of the parties hereto where the context hereof requires and admits.

IN WITNESS WHEREOF, the parties have caused this lease agreement to be executed as of the day and year first above written.

LESSOR:

Dr. Brian Shafer, Chairman

ATTEST:

Lindsey Grigg-Moak, Secretary

BIDDER-LESSEE:

Signature: _____

Print: _____

Address: _____

Phone No.: _____