

NORMAN UTILITIES AUTHORITY LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into between Norman Utilities Authority ("NUA") of the City of Norman and the Tenant as designated on **Attachment "A"**, which is incorporated herein by reference.

WHEREAS, the NUA owns and leases real property for public purposes; and

WHEREAS, the NUA grants leases for use of land for agricultural purposes; and

WHEREAS, the Tenant has expressed an interest in accessing property to acquire the hay located therein; and

WHEREAS, the NUA has determined that the agricultural use of the land by Tenant would be beneficially to the NUA maintenance and care of the property until water facilities can be constructed.

NOW, THEREFORE, in consideration of the covenants, terms, and agreements of the parties hereto, it is agreed by all parties as follows:

1. PERMIT

NUA does hereby permit Tenant to utilize the premises and associated appurtenances ("Leased Property") as described and subject to the further limitations provided for in Attachment "A". Any other use of the Leased Property must be approved by the General Manager in writing prior to said use.

2. TERM

- (a) The term of this agreement shall be 6-10, 2022 through 10-31, 2024 unless terminated earlier as outlined in this Lease Agreement. This Lease Agreement may be extended upon written consent of the parties for (1) year renewal terms, under mutually agreeable terms and conditions, if timely approved in writing by the Tenant and General Manager on or before 30 days prior to the end of the existing term.
- (b) Any party hereto shall have the option of terminating this Agreement for any reason upon thirty (30) days written notice to all other parties.

3. RENT PAYMENTS

- (a) For and in consideration of the privileges herein granted, Tenant agrees to pay NUA rent payments in the amount designated on Attachment "A".
- (b) Tenant agrees to make timely rent payments by remitting payment no later than the due date on the invoice. Tenant will be invoiced for annual payments as indicated on Attachment "A" and shall remit the appropriate payment to:

NUA
201 W. Gray St. Bldg C
Norman, OK 73069

- (c) A twenty five and no/100 dollars (\$25.00) return fee will be charged on each returned check, credit card or electronic payment.
- (d) If Tenant becomes delinquent in payment of rents on this property, or on any other City account(s), jointly or individually, in the Tenant's names, that may result in termination of this Agreement.

4. SECURITY DEPOSIT

Tenant shall furnish a security deposit in the amount set forth in Attachment "A" to cover any damages, clean-up expenses or unpaid sums due upon expiration of the Agreement. The security deposit shall be in the form of a cashier's check, money order, or bank check with the Norman Utilities Authority as sole, unconditional payee to guarantee compliance with the terms of this Agreement and payment of all sums due and owing; to guarantee the upkeep of the Leased Property; and to guarantee the return of the Leased Property to at least as good of a condition it was in before the effective date of this Agreement. Said security deposit shall be held in escrow by NUA and must be tendered prior to the effective date of this Agreement. The security deposit shall be returned, without interest, upon determination by the General Manager or his designee that the provisions of this Agreement have been met.

5. DUTIES OF TENANT

- (a) The Tenant has examined the Leased Property and accepts the Leased Property "as is". The Tenant must keep the Leased Property safe, clean and sanitary. All garbage and other waste must be disposed of in a safe, clean and sanitary manner. Tenant may not deliberately or negligently destroy, deface, damage, impair, or remove any personal property, equipment, fixture, or other part of the Leased Property or permit any person, animal or pet to do so. Tenant shall not engage either personally or by any member of Tenant's household or any guest or other person under the Tenant's control in criminal activity or any other activity that threatens the health, safety, right of peaceful enjoyment of the Leased Property.
- (b) Water quality is a major concern of NUA. The use, storage, distribution, or disposal of any chemical, including but not limited to weed or pest control, anywhere on Leased Property must be pre-approved by NUA.

6. ABIDE BY LAW

- (a) Tenant agrees to faithfully abide by the ordinances, laws, rules, and regulations of The City of Norman, the State of Oklahoma, the United States of America, and all other applicable governmental agencies, and all amendments thereto, as terms of this Agreement regardless of jurisdictional limits. Failure of the Tenant to so abide after notice and opportunity to correct any violation shall constitute a default. Nothing in this Agreement shall be interpreted as precluding any

governmental agency or department from enforcing its laws, ordinances, rules, or regulations in addition to remedies herein provided.

- (b) Any criminal activity committed by a Tenant or by any member of Tenant's household or any guest or other person under the Tenant's control or is a danger to the Leased Property and any drug-related criminal activity on or near the Leased Property by the Tenant or by any member of Tenant's household or any guest or other person under the Tenant's control shall be grounds for immediate termination of this Agreement.
- (c) Tenant shall not engage in the following activities on the Leased Property: dumping, burning, the use of firearms, or noise. Tenant shall likewise comply with all state, federal, and city laws regarding the use of land and activities on or near the Leased Property.

7. INSPECTION

NUA or its representatives may enter upon the Leased Property at any time for inspection and exercise of rights reserved to NUA.

8. DUMPING

Dumping is prohibited on the Leased Property. Dumping includes, but is not limited to, refuse, garbage, trash, brush, furniture, appliances, tires, roofing shingles, petroleum products, household waste, toxic waste, and inoperable automobiles or machinery. Tenant shall not engage in dumping nor allow others to do so on or near the Leased Property. If dumping occurs on the Leased Property, Tenant shall be liable for all costs and expenses related to clean up of the dump site, this Agreement may be immediately terminated by the General Manager and the General Manager may elect to prosecute for illegal dumping under City ordinance and/or state law.

9. HUNTING

No person shall hunt, shoot, take, trap, capture, or kill any animal on the Leased Property. No person shall place tree stands, hunting blinds, or game feeders on the Leased Property. Any prohibited activity committed by a Tenant or by a member of the Tenant's household or any guest or other person under the Tenant's control shall be grounds for immediate termination of this Agreement.

10. INGRESS AND EGRESS

- (a) NUA and its authorized representatives shall have the right of ingress and egress to and upon the Leased Property for the purposes of inspecting, preventing waste or damage, making improvements, repairs, or alterations to property, developing the natural resources, and for any other lawful purpose NUA deems necessary for the supervision of the Leased Property.
- (b) The right of ingress and egress to the Leased Property does not impose nor do NUA or the City of Norman assume by reason thereof, any responsibility, for

repair, replacement, or alteration of said Leased Property. NUA shall not be liable for any expense for plowing or preparing the land for seeding of crops. NUA shall not be liable for payment of materials or labor furnished to Tenant and employed on or used for the benefit of the Leased Property. If any lien or liens shall be filed against said Leased Property for work performed or materials thereon, Tenant must within thirty (30) days thereafter, at Tenant's own cost and expense, discharge such lien or liens. If such lien or liens are not discharged within thirty (30) days, this Agreement shall terminate upon thirty (30) days written notice to Tenant, thereafter NUA shall have the right to take immediate possession of the Leased Property. Tenant further agrees to indemnify NUA and the City of Norman against all claims and actions arising from said lien or liens. NUA shall have the right to recover from Tenant all costs and expenses associated with clearing the title of the Leased Property which might result from a lien or liens resulting from the Tenant's actions.

11. WAIVER

No waiver of any default by any party hereto of any terms, covenants, or condition hereof to be performed, kept, or observed shall be construed to be a waiver of any subsequent default of any of the terms, covenants or conditions herein contained. Should this Agreement be terminated by NUA by reason of default of Tenant, NUA shall be entitled to retain the annual lease payment and the security deposit.

12. NO SUBLEASE OR ASSIGNMENTS

Tenant may not sublease or assign the rights and privileges granted by this Agreement without the prior written consent of the General Manager. The execution of any such assignment or sub-lease by the Tenant without the prior written consent of NUA shall act to immediately cancel and terminate this Agreement.

13. INDEMNIFICATION

Tenant hereby agrees to release, to defend, to indemnify, and to hold harmless NUA and the City of Norman and their officers, agents, and employees from and against all loss or damage to property or injuries to, or death of, any person or persons in any way resulting from, or arising out of, directly or indirectly, Tenant's activities, omissions, or operations under or in connection with this Agreement, or Tenant's use and occupancy of any portion of the Leased Property and including, without limitations, acts and omissions of Tenant's officers, employees, representatives, suppliers, invitees, contractors, or agents. Provided, however, Tenant need not release, defend, indemnify or save harmless NUA and the City of Norman from the acts of their officers, agents or employees.

14. TERMINATION

- (a) Tenant hereby expressly waives the receipt of any notice to quit or notice of termination except as otherwise provided by this Agreement which would otherwise be given by NUA under the provisions of the laws of the State of Oklahoma. Any party hereto shall have the option of terminating this Agreement for any reason upon thirty (30) days written notice to all other parties.
- (b) Upon expiration or termination of this Agreement, for whatever reason, the Leased Property shall be in at least as good condition and order as the same was when rendered to Tenant. Upon expiration or termination of this Agreement, for whatever reason, all personal property owned by Tenant and placed on Leased Property by Tenant shall be removed by Tenant. The removal of any such personal property, must be effectuated before the expiration or termination of the term of this Agreement, and all damage caused to such Leased Property by such removal shall be repaired and remediated by the NUA at the Tenant's expense and/or through use of Tenant's deposit. However, all improvements, repairs, or replacements to the Leased Property shall become the property of NUA upon expiration or termination of this Agreement. Any personal property of Tenant remaining on the Leased Property after expiration or termination of this Agreement shall be deemed abandoned by the Tenant and may be disposed by NUA, as it sees fit, without additional notice of payment or compensation to the Tenant.

15. DEFAULT

Except as otherwise specifically provided in any paragraph hereto, should any party fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this Agreement may be terminated by any party not in default upon thirty (30) days written notice to correct the default to addresses listed on Attachment "A". If the Tenant is the party in default and have not corrected said default at the end of the thirty (30) days notice, the Agreement shall terminate at the end of the day following the end of the thirty (30) days notice period. If Tenant abandons the Leased Property, NUA, at its option, may declare this Agreement terminated, and without making demand upon Tenant to comply with such terms, covenants, and conditions, may take immediate possession of Leased Property and retain the security deposit.

16. EFFECTIVE DATE

The effective date of this Agreement shall be upon execution hereof by the last party hereto and receipt by NUA of consideration on Attachment "A" and the security deposit referenced in Paragraph 4 and Attachment "A".

17. TIME OF ESSENCE

It is expressly agreed by all parties hereto that time shall be deemed to be of the essence of this Agreement.

18. AMENDMENT

This Agreement may not be amended except by express written agreement of all parties hereto.

14. \ (III)

Should it be determined that any provision or the application of any provision of this Agreement to any party is prohibited by law, such prohibition shall not affect the validity of the remaining provisions of this Agreement or its effectiveness against the remaining parties.

20. WHOLE AGREEMENT

It is mutually understood and agreed by the parties hereto that this Agreement contains all of the covenants, stipulations and provisions agreed upon by said parties and no agent or any party to this Agreement has authority to alter or change the terms hereof, except as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.

Norman Utilities Authority

TENANT

Stanley R. Siegel

Signature _____

Stanley,

Signature _____

✓.11110

Name _____

Stanley R. Gendelbach

1116

Title

Date _____

Date _____

6-13-22

Attest

STATE OF OKLAHOMA

154

CLEVELAND COUNTY

607, 616

The foregoing instrument was acknowledged before me this 13th day of June

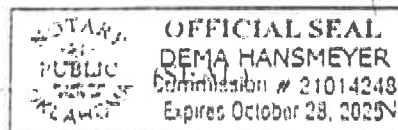
Reviewed for form and legality

2022, by Ch. K. Narayana
Title: Not available

Title

Not a... ..

City Attorney



Q. China, Vietnam
DIARY PUBLIC

NORMAN UTILITIES AUTHORITY OF THE CITY OF NORMAN LEASE AGREEMENT**ATTACHMENT A**

Tenant's Full Legal Name Stanley R Sendelbach
 Tenant's Date of Birth 4-12-74
 Mailing Address 15751 E. Maguire Rd.
 Residential Address _____
 Primary Phone No. 405-834-6323
 Secondary Phone No. wife misty 405-818-1465
 Email _____

Location of Property: 4020 East Tecumseh Road, Norman, OK 73071, 28 Acres +/-

A tract of land being a part of the North Half of the Northwest Quarter (N/2 NW/4) of Section Fourteen (14), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows: BEGINNING at the Northeast corner of said N/2 NW/4; THENCE South 000 19 1 26" East (South record), along the east line of said N/2 NW/4, a distance of 1320.00 feet to the Southeast corner of said N/2 NW/4; THENCE South 89°51'55" West (West record), along the south line of said N/2 NW/4, a distance of 1103.99 feet (1108.00 feet record) to the Southeast corner of Block 2, Lot 11, HANSMEYER ADDITION; THENCE North 000 15'05" West (North record), along the east line of said Lot 11, a distance of 418.00 feet to a point on the south line of Block 1, Lot 7, HANSMEYER ADDITION, said point also being the Northwest corner of Block 2, Lot 11; THENCE North 89°51'55" East (S 89°53" E record), along the south line of said Block 1, Lot 7, a distance of 118.10 feet to the Southeast corner of said Lot 7; THENCE North 000 15'55" West (North record), along the east line of said Lot 7, a distance of 416.00 feet to a point on the south line of Block 1, Lot 2, said point also being the Northeast corner of Lot 7

Use of Property: Haying Only

July 1st

Annual Rental : \$450; to be paid annually on 7-1-22

Security Deposit in amount of Annual Rent received by NUA on: N/A - No Deposit Required

Signature of Tenant (s): Stanley R Sendelbach Date: 6-10-22