



**State of Oklahoma
Office of Management and Enterprise Services
Capital Assets Management Division
Real Estate and Leasing Services**

**Agricultural Surface Lease
Agreement**

This Lease made and entered into this Day day of Month, Year, by and between the STATE OF OKLAHOMA acting by and through the OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES, DIVISION OF CAPITAL ASSETS MANAGEMENT on behalf of the Enter Agency Name, as LESSOR, and Enter Lessee Name and Address as LESSEE:

WITNESSETH:

LESSEE, in consideration of the premises, covenants and agrees to pay to the LESSOR the amount of Enter Dollar Amount in Words Dollars, (\$ Enter Dollar Amount in Numbers) for the term of this Lease Agreement. The first annual payment shall be due on or before the date this Lease is executed and shall be made payable to the Enter Lessor Name. That said LESSOR, in consideration of the covenants and agreements hereinafter set forth, does hereby lease unto said LESSEE, a parcel of land more particularly identified and described as follows:

Enter Legal Description

Conditions of Lease:

1. **TERM:** This lease shall be for a period of three (3) years beginning Enter Beginning Date, and ending Enter Ending Date. At the expiration of the terms of this Lease, or sooner as provided for herein, the LESSEE shall give peaceable possession of the Leased Premises to the LESSOR in as good condition as the same now is, original wear and tear and damage by unavoidable casualty alone excepted; which includes that the LESSEE shall remove all improvements that were added or constructed by the LESSEE prior to vacating.
2. **USE OF PROPERTY:** The purpose and permitted use of this Lease is for farming and grazing only including LESSEE'S right of ingress and egress to and from the subject property. The LESSEE further agrees that LESSEE shall use the Property in accordance with any and all applicable federal, state or local laws or ordinances, including but not limited to, environmental, health or safety laws, firearms laws, and common law nuisance. LESSEE shall not create a condition which is or would be in violation of any such laws, and shall not create a condition which would require remediation under any such laws.
3. **MAINTENANCE:** The LESSEE is responsible for all maintenance and upkeep of the property at no cost to the LESSOR, including but not limited to: mowing, removing brush, weeds, and all other usual & ordinary maintenance required by the specific needs of the property. LESSEE agrees to keep and maintain all perimeter boundary fences as well as all cross fencing within the boundaries of the Leased Premises. The LESSOR shall specify all materials for any new, repair or replacement fencing. Fences may not be removed or added without the written permission of the LESSOR. LESSEE understands that no trees shall be cut or removed, and no other changes shall be made to the land or premises other than routine maintenance, without prior written permission of the LESSOR, other than what is permitted or is necessary for the purpose of the Lease Agreement. Further, LESSEE agrees to return and restore the surface of the land to as near the same condition as prior to this Lease as is practicable, before vacating the premises at the termination of this Lease.
4. **CONSERVATION CONDITIONS:** In the interest of preservation and conservation of Leased Premises, LESSEE agrees to operate this Lease according to following conservation terms:
 - a. **Crop Management:** Crop residue management and conservation cropping systems shall be required on all crop land based upon Universal Soil Loss Equation (Example: no-till or minimum tillage). All planting, seeding and tillage operations on terraced land, except for spring-tooth harrowing, shall be done on contour of terraces. Cropland shall be managed in a husband-like manner to prevent weeds and erosion of land.
 - b. **Grazing:** LESSEE shall manage the stocking rate of livestock and grazing of native grasslands so that desirable species of grasses and forages are not overgrazed or depleted. LESSOR reserves the right to change or reduce the animal stocking rate at any time. Failure to remove livestock as directed by LESSOR is a material breach of this contract and may result in termination of this Lease.
 - c. **Pasture:** LESSEE shall maintain improved pastures in a productive and vigorous condition. Maintenance measures shall consist of weed control, renovation, fertilization and management of grazing. LESSEE may bale improved pastures for hay.

- d. Hay Meadows: Existing hay meadows may not be used as, or converted to, pasture land without prior written permission from LESSOR. Native meadows may not be grazed after baling until after killing frost has occurred. Native hay meadows may not be cut after July 15 unless written permission is given by LESSOR.
 - e. Erosion and Tillage: LESSEE agrees to control wind erosion by emergency tillage as needed or directed. Emergency tillage does not have to be done on contour of terraces.
 - f. Water Erosion: Prevention of wind and water erosion shall be required after peanut and cotton harvest each year. Methods shall include but are not limited to emergency tillage and cover crops.
 - g. Alfalfa and Hay Crop: Alfalfa or any perennial hay crop shall not be plowed out in the last year of this Lease without prior written permission from LESSOR.
5. REMOVAL OF IMPROVEMENTS: LESSEE agrees to remove their improvements at LESSEE'S expense within sixty (60) days after the contract terminates, or sooner if practicable. Failure to remove the improvements within sixty (60) days demonstrates LESSEE'S intent to abandon the improvements and the improvements will be deemed abandoned. Improvements deemed abandoned that are determined to be a detriment to the lease will be disposed of by the LESSOR and the LESSEE further agrees to reimburse the LESSOR for any cost incurred for disposal. Time is of the essence under this provision.
6. NO WARRANTIES: LESSOR makes no representations or warranties of any kind in connection with this Lease. The LESSEE acknowledges their inspection of the Property and is aware of all conditions thereon and hereby accepts the Property in its current condition – "as is". This Lease is subject to all existing conditions, restrictions, reservations, easements, servitudes and right of ways of record.
7. INSPECTION: LESSOR or its duly authorized agent shall have the right at any reasonable time, to enter and inspect the Property for all reasonable and necessary purposes incidental to its ownership and control of the Property or contiguous lands;
- a. Locks: LESSEE shall provide LESSOR with copies of keys and/or combinations for locks used to secure gates on Leased Property.
 - b. MSDS: LESSEE shall provide LESSOR with a Materials Safety Data Sheet (MSDS) for any chemicals being used on Leased Property.
 - c. Burning: LESSEE shall notify LESSOR at least 48 hours prior to any intentional/prescribed burning on Leased Property.
8. INDEMNIFICATION: LESSEE agrees on its behalf and that of any successors or assigns to hold harmless, defend and indemnify LESSOR, its officers, agents and employees, from and against any and all losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs or judgments, including, without limitation, attorneys' fees and costs of any kind allegedly arising directly or indirectly from (a) any act by, omission by, or negligence of LESSEE or its contractors, or the officers, agents, or employees of either, while on or about the property subject to this Lease or allegedly resulting directly or indirectly from the installation, maintenance, operation, or removal of any equipment, machinery, facilities or structures authorized under this Lease; (b) any accident or injury to LESSEE or its contractors or any officer, agents or employees of either, while on or about the property subject to this Lease; (c) injuries or damages to real or personal property and/or persons allegedly resulting directly or indirectly from the installation, maintenance, operation, or removal of any equipment, machinery, facilities or structures authorized under this Lease; (d) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by LESSEE or its contractors or the officers, agents, or employees of either, under, on or about the property subject to this Lease or into the environment. Without waiving any defense or immunity, and subject to the Oklahoma Governmental Tort Claims Act, such indemnification shall exclude any such liability caused by the sole negligence or willful misconduct of the LESSOR, its officers, agents and employees while acting within the scope of their employment.
9. DEFAULT: If LESSEE fails to pay rent or if LESSEE should default in the performance of any of the other Provisions of this Lease, LESSOR shall then have the right without notice to LESSEE to enter upon and take possession of the Property. LESSOR in such event, may then declare this Lease terminated and canceled, and may retain as liquidated damages all sums of money which have been paid by LESSEE; LESSOR shall also have the right to hold the LESSEE liable for all unpaid rent. Nothing contained in this Section shall limit the State's common law or statutory remedies.
10. ASSIGNMENT: LESSEE may not assign, transfer, or sublease the Property, nor permit any third parties to occupy the Property or any structures on the Property without prior written consent from the LESSOR.
11. TERMINATION OF LEASE: If the needs of the State shall require the use of said lands prior to the expiration of the terms hereof, this lease may be terminated by written notice to the LESSEE at least ninety (90) days prior to the date of termination. In such event, LESSEE shall give peaceable possession of the premises on or before such termination date

without further notice or demand in as good condition as the same now is, original wear and tear and damage by unavoidable casualty alone excepted.

12. APPLICABLE LAW: This Lease shall supersede any and all previous agreements whether oral or written and shall be governed by the laws of the State of Oklahoma.
13. NON-WAIVER: Failure of either LESSOR or LESSEE to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of the LESSOR'S or LESSEE'S right to exercise such right or to demand strict compliance with any term, condition or covenant under this Lease.
14. CAPTIONS: All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Lease.
15. ENTIRE AGREEMENT: Time is of the essence with respect to all obligations under this Lease. This Lease constitutes the sole and entire Lease of the parties and is binding upon the LESSOR and the LESSEE, their heirs, successors, legal representatives and assigns.

JOHN W. MORRISON, ADMINISTRATOR
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES
DIVISION OF CAPITAL ASSETS MANAGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY)

Before me, _____ in and for this state, on this _____ day
of _____, personally appeared John W. Morrison, Administrator of the **OFFICE OF
MANAGEMENT AND ENTERPRISE SERVICES, DIVISION OF CAPITAL ASSETS MANAGEMENT** to me known to be the
identical person who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as
_____ free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

Date

All information below must be completed by LESSEE:

Name: _____

Name of Entity: _____

Social Security, EIN or FEI No. _____

Phone Number: _____

Alternate Phone Number: _____

Mailing/Street Address: _____

City: _____

State/Zip Code: _____

LESSEE'S SIGNATURE

STATE OF OKLAHOMA)
) ss.
COUNTY)

Before me, _____ in and for this state, on this _____ day of _____, _____, personally appeared _____ to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

Date

APPROVED:

MARY FALLIN, GOVERNOR
STATE OF OKLAHOMA

DATE