

AGREEMENT

This Agreement ("Agreement") is entered into between the CITY OF SHAWNEE, a municipal corporation LESSOR ("City"), and DACE DOCKERY, LESSEE, collectively the ("Parties").

WHEREAS the City is the owner of public property known as The Regional Park Property, hereinafter referred to as the "Property", in the City of Shawnee, Pottawatomie County, State of Oklahoma, and;

WHEREAS, it is the desire of the parties to set out in detail the rights and responsibilities of the parties regarding the use of said City Property.

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the City and Lessee agree as follows:

1. The City hereby grants the right and privilege to Dace Dockery to lease the property located generally at the North West corner of Westech and what would be Leo Street, City of Shawnee, Pottawatomie County, State of Oklahoma, hereinafter jointly referred to as the "Property".
2. This Agreement shall commence on July 1, 2014 and end on June 30, 2015 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. This Agreement shall

automatically renew for successive one (1) year terms at the end of the Original Term and each subsequent renewal term, unless revoked in writing by the City or Dace Dockery, by May 1st of the then-current renewal term. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other Party, upon giving sixty (60) days notice, in writing, to the other Party of its intention to terminate provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such sixty (60) day time period and in the event the city becomes ready to start on the Regional Park, a 60 day notice of termination will be given. In the event this Agreement is terminated, all rights and interests of the Parties hereto shall thereupon cease. Upon termination of this Agreement, lessee shall retain all rights to all items owned by the lessee. Any and all structures which have been placed or constructed on the Property by lessee shall become the property of the City unless otherwise mutually agreed to in writing by the City and lessee. The Parties acknowledge that the lessee shall pay to the City a sum of Four Thousand Dollars (\$4000.00) on the first day of July every calendar year as lease payment for use of the Property.

3. Before any changes are made or improvements to the property, the lessee shall gain approval from the City. No permanent structures will be allowed on the property.
4. It is agreed that the Property is to be used by the lessee solely for the purposes of pasture land. It is further agreed between the Parties that the

lessee shall make every effort to accommodate the City of Shawnee for access to and on the property within reason and shall maintain a local contact, accessible to the City.

5. The lessee shall not assign this Agreement, or any interest herein, or sublet any portion of the Property to any other person or entity.

6. The lessee will "indemnify" and hold harmless and exempt the City, it's officers, employees, agents, and assigns from any damage or injury to persons or any damage to property of every kind arising from the management and use of the Property by the lessee, its invitees, employees, and representatives from the failure of the lessee to keep the Property in good condition and repair or for any negligent or intentional act committed by lessee, its invitees, employees, and representatives resulting in injury of any kind.

IN WITNESS HEREOF the City of Shawnee, and Dace Dockery, by their representatives, set their hands to this Agreement on the ____ day of ____, 2014.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

BY: _____
BRIAN E. McDOUGAL, CITY MANAGER

ATTESTED:

PHYLLIS LOFTIS, CITY CLERK

By: _____
DACE DOCKERY, LESSEE

STATE OF OKLAHOMA)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 2014, personally appeared Dace Dockery, a single person, to me known to be the identical person who executed the above and foregoing instrument and acknowledged to me that he executed the same as his own free and voluntary act and deed for the uses and purposes therein set forth.

NOTARY PUBLIC
Commission No. _____
My Commission Expires: _____