



Farm Lands Lease Agreement

between

The Oklahoma City Airport Trust

and

Roy A. and Janice M. Nuttall

Effective Date: January 1, 2024

Farm Lands Lease Agreement

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FARM LANDS LEASE AGREEMENT

This Farm Lands Lease Agreement (“Agreement”), is made and entered into by and between the Trustees of the Oklahoma City Airport Trust (“Lessor”), a public trust, and Roy A. and Janice M. Nuttall, as individuals residing at 4806 N. Council Road, Bethany, Oklahoma 73008 (“Lessee”),

W I T N E S S E T H:

WHEREAS, the Lessor leases, operates, and maintains certain real estate for the benefit of The City of Oklahoma City (“City”) known as the Wiley Post Airport (“Airport”) which is located in Oklahoma County, Oklahoma; and

WHEREAS, under the terms of a Farm Lands Lease Agreement dated December 20, 2018, the Lessee leased a portion of the Airport premises for grazing purposes; and

WHEREAS, the aforementioned agreement expires on December 31, 2023; and

WHEREAS, the Lessee desires to continue to lease certain premises from the Lessor on the Airport on which to graze horses; and

WHEREAS, Lessor and Lessee desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual obligations, covenants, and agreements hereinafter set forth, Lessor and Lessee agree as follows, to wit:

ARTICLE 1. DEFINITIONS

1.01 Definitions

Except as otherwise clearly indicated by the context, the words and phrases defined in this section shall have the following meanings when used elsewhere in this Agreement:

- A. “Airport Interference” shall mean any action or activity that endangers or interferes with the takeoff, landing or maneuvering of any aircraft; causes or creates electrical interference with or otherwise obstructs any communication with the air navigation tower; obstruction or interference with any systems and facilities of Lessor or other tenants at the Airport or commercial licensed telecommunications providers; makes it difficult for flyers to distinguish between airport lights and others; impairs visibility in the vicinity of the Airport, or interferes with the services provided by any Airport communications concessionaire.
- B. “Director of Airports” or “Director” shall mean the person designated by the Oklahoma City Airport Trust to exercise functions with respect to the rights and obligations of the Oklahoma City Airport Trust under this Agreement. Said term shall also include any person expressly delegated by the Director of Airports to exercise functions with respect to the rights and obligations of the Director of Airports under this Agreement.
- C. “Effective Date” shall mean January 1, 2024.

- D. “FAA” shall mean the Federal Aviation Administration of the United States government, or any Federal agency succeeding to its jurisdiction.
- E. “Leased Premises” shall mean the area of the Airport that the Lessee shall lease and operate in accordance with this Agreement. The Leased Premises contains approximately 1.66 acres of land and is described and depicted on Exhibit “B.”
- F. “Option Period(s)” shall mean three (3) successive one (1)-year option periods following the Primary Lease Period where Lessee may continue to lease the Leased Premises at the same terms and conditions of the Primary Lease Period and subject to the rental structure set forth in Article 5; provided however, that no Option Period shall be in effect unless Lessee has given notice of its intent to renew by September 1st of each calendar year as set forth in Article 3.
- G. “Permitted Use” shall mean Lessee shall have the right and privilege of the use and occupancy of the Leased Premises only for the grazing of not more than two (2) mature horses and for such other reasonable purposes necessary.
- H. “Primary Lease Period” shall mean the initial term of the Agreement and shall be two (2) years from the Effective Date.

1.02 Interpretation

- A. The terms "herein," "hereof," "hereto," and "hereunder," and any similar terms used in this Agreement refer to this Agreement.
- B. Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.
- C. Any headings preceding the text of the articles and paragraphs of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience or reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.
- D. Words importing the singular shall include the plural and vice versa.
- E. Capitalized words or terms other than paragraph or article headings and names of persons are technical and pertain strictly to this Agreement.

1.03 Incorporation of Exhibits

The following Exhibits are hereby made a part of this Agreement:

Exhibit A – Leased Premises Description

Exhibit B – Leased Premises

Exhibit C – Form of Certificate of Insurance

ARTICLE 2. LEASED PREMISES

Lessor does hereby provide, demise and lease to Lessee, and Lessee does hereby accept and lease from Lessor the premises as more specifically described on Exhibit “A” attached hereto and made a part hereof (“Leased Premises”), consisting of approximately 1.66 acres.

ARTICLE 3. TERM

3.01 Primary Lease Period

This Agreement shall commence on the Effective Date and shall terminate December 31, 2025.

3.02 Option Period

At the expiration of the Primary Lease Period, the Lessee shall have the option to renew the lease for an Option Period at the same terms and conditions. The rent during any Option Period shall be computed in accordance with Article 5. Each Option Period available to Lessee shall become effective only in the event Lessee shall give written notice of its desire to exercise the Option Period. If Lessee does not exercise the Option Period as provided herein, all subsequent options are extinguished and Lessee’s right, use, and occupancy of the Leased Premises shall be null and void, and the Agreement terminated at the end of the then current period.

3.03 Compliance with Applicable Federal, State, or Local Law or Regulation

During the Primary Lease Period or any Option Period, the provisions of this Agreement shall be modified as necessary to affirm compliance requirements with applicable federal, state, or local laws, policies or administrative regulation and all amendments thereto.

ARTICLE 4. PERMITTED USE OF THE LEASED PREMISES

4.01 Permitted Use

Lessee shall have the right and privilege of the use and occupancy of the Leased Premises only for the Permitted Use. Any other use must be approved by the parties through written amendment hereto. As consideration for this right and privilege, Lessee agrees and is hereby obligated to maintain and operate said Leased Premises in accordance with the terms and conditions set forth herein.

4.02 Non-Permitted Use

The Leased Premises shall not be used for recreational activities, or the storage of vehicles, automobiles, recreational vehicles, travel trailers, motorcycles, or boats. No cutting of timber and no storage of any kind whatsoever is authorized. Groundwater located upon the Leased Premises may contain certain volatile organic chemicals above the Safe Drinking Water Act limits, and Lessee assumes all risk associated with the use of any groundwater on the Leased Premises.

4.03 Commercial Activities

No commercial activities, sales, or other enterprise shall be permitted within or conducted on the Leased Premises unless specifically permitted hereunder. Commercial activity shall mean and include, but not be limited to, the use of the Leased Premises for monetary remuneration or some exchange of in-kind benefit. As consideration for this right and

privilege, Lessee agrees and is hereby obligated to maintain and operate said Leased Premises in accordance with the terms and conditions set forth herein.

ARTICLE 5. RENTALS AND FEES

Commencing on the Effective Date, Lessee shall pay the Lessor annually, in advance, ground rent, as provided in the table below. Thereafter, commencing January 1, 2025 and through the end of the Primary Lease Period, and any Option Period, the annual ground rent will increase by two percent (2%) per year, based upon the previous year's rental amount.

YEAR		BEGINNING DATE	END DATE	ANNUAL
1	Primary	1/1/2024	12/31/2024	403.75
2	Primary	1/1/2025	12/31/2025	411.82
3	Option	1/1/2026	12/31/2026	420.06
4	Option	1/1/2027	12/31/2027	428.46
5	Option	1/1/2028	12/31/2028	437.03

ARTICLE 6. DELINQUENT RENTS AND FEES

6.01 Due Date

All rents and fees shall be delinquent if not received by Lessor on or before the first day of the first month of each and every year during the term hereof unless specified otherwise.

6.02 Delinquency Charges

It is hereby agreed by and between the Lessor and Lessee that should Lessee fail, for any reason whatsoever, to make timely remittance of the annual rents, fees and/or compensation as required under any of the provisions hereof, then and in that event, the payment shall be immediately delinquent, and the outstanding balance of such delinquency shall earn interest at the rate of one and one-half percent (1.5%) per month. Moreover, said interest shall be considered additional rental and/or compensation for the Leased Premises and shall become due and payable to, and received by, Lessor on or before the last day of each month. To aid in the timely receipt of rental payments, the Lessee is encouraged to make all payments through the bank-to-bank automated clearing house ("ACH") network.

ARTICLE 7. INGRESS AND EGRESS

Upon paying the rent hereunder and performing the covenants of this Agreement, the Lessee shall have the right of ingress to and egress from said Leased Premises for the Lessee, its officers, employees, agents, servants, customers, vendors, suppliers, patrons, and invitees over the roadway provided by Lessor, serving said premises jointly with other tenants on the Airport; and the Lessee shall not interfere with the rights and privileges of other persons or firms using said roadway.

ARTICLE 8. LESSEE'S MAINTENANCE AND REPAIR OBLIGATIONS

8.01 Lessee Obligation

Lessee, at its exclusive cost and expense, shall be solely responsible for all maintenance and repair needs of the Leased Premises which shall include, but are not limited to, fencing and/or gates, landscaping, and maintenance and repair needs of the Leased Premises. The

Lessee shall likewise be responsible for any driveways or landscape and mowing of any right-of-ways to any curb line that is located off and adjacent to the Leased Premises, but that serve the Leased Premises. The Lessee was previously in possession of the Leased Premises and accepts them in their present “as-is” condition. Unless otherwise expressly provided in Article 9, Lessor has no obligation to provide any maintenance or to make any improvements, alterations, or repairs to the Leased Premises. Lessee’s maintenance and standard of repair shall be to keep the Leased Premises at all times in a safe, clean, neat, attractive, and healthful condition and shall not permit the accumulation of any trash or debris or allow a state of disrepair, delinquency, or unkept condition.

8.02 Joint Inspection

No later than thirty (30) days before the anniversary date of each year of the term of this Agreement, Lessee and Lessor representatives shall conduct a joint inspection of the Leased Premises to determine any needed repairs and other maintenance items to be accomplished by the Lessee within the following year from such anniversary date in the performance of the Lessee’s obligations under this Agreement or within such other time agreed to and confirmed in writing by the Lessee and Lessor. Such repairs shall be commenced and completed timely in order to prevent further damage or deterioration. No alterations or repairs shall be made in or on said Leased Premises except as provided in Article 10 hereof.

ARTICLE 9. LESSOR’S MAINTENANCE AND REPAIR OBLIGATIONS

The parties agree that the Lessor shall have no repair or maintenance obligation or responsibilities for the Leased Premises during the Primary Lease Period and any Option Period.

ARTICLE 10. ALTERATIONS AND REPAIRS TO PREMISES

The Lessee shall not construct, install, remove, modify, alter, improve, and/or repair any building structure, or Leased Premises hereunder without prior written approval of the Director.

ARTICLE 11. HAZARDOUS MATERIAL(S) AND COMPLIANCE WITH ENVIRONMENTAL LAW(S)

11.01 Definitions

For the purpose of this article, the following definitions apply:

- A. “*Contamination*” shall mean the presence of any Hazardous Materials in concentrations exceeding those identified as relevant and appropriate pursuant to Environmental Laws.
- B. “*Hazardous Material(s)*” shall mean any hazardous or toxic substance, material or waste, regulated, considered or addressed by any Environmental Law, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law. Hazardous Materials shall be interpreted in the broadest sense to include any and all

substances, materials, wastes, pollutants, oils or governmental regulated substances or contaminants as defined or designated as hazardous, caustic, corrosive, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, including but not limited to asbestos and asbestos containing materials, petroleum products including crude oil or any fraction thereof, gasoline, aviation fuel, jet fuel, diesel fuel, lubricating oils and solvents, urea formaldehyde, flammable explosives, chemical paint removers and other caustics, PCBs, radioactive materials or waste, or any other substance that, because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, distributed, disposed, or released.

- C. “*Environmental Law(s)*” shall mean in the broadest sense any and all applicable federal, state and local statutes, ordinances, regulations, rules, guidance, or guidelines now or hereafter in effect, as the same may be amended from time to time relating to the protection of human health, safety or the environment and those substances defined as hazardous waste, hazardous substances, hazardous materials, toxic, pollutants or otherwise regulated under the analogous laws of Oklahoma and/or the United States or in regulations promulgated pursuant to such laws.

11.02 Hazardous Material(s)

Lessee covenants not to permit or introduce any Hazardous Materials to be brought upon, kept, generated, or used in or about the Airport property by Lessee, its agents, employees, contractors or invitees without first obtaining Director's written consent which shall not be unreasonably withheld as long as Lessee demonstrates such Hazardous Materials are necessary to Lessee's operations hereunder, and such Hazardous Materials must be used, kept, generated in a manner complying with all applicable federal, state, and local environmental laws or ordinances pertaining to the transportation, storage, use, generation, or disposal of such Hazardous Materials. Lessee shall be responsible for obtaining any permits and shall only store Hazardous Materials temporarily with the approval of the Director while further disposition is pending.

11.03 Notification and Immediate Response

After notifying 9-1-1, Lessee agrees to notify the General Manager of the Airport immediately of any spill, leak, discharge, Contamination, release of Hazardous Materials, fuel, oil, petroleum products, or other fluids, claim of Contamination, loss, or damage. Lessee shall immediately respond to leaks and spills of material that is or may become Hazardous Material in order to contain, remove, recover, clean, and dispose as necessary and shall remove, to the extent reasonably practicable, all spilled, leaked, released or accumulated fuel, oil, grease, Hazardous Material or Contamination caused by Lessee's operations. In the event of a release of Hazardous Material in a reportable amount, Lessee must fulfill all required reporting obligations to the regulatory agency or agencies with jurisdiction over the Hazardous Material release.

11.04 Remediation

After consultation and approval by the Director, Lessee shall clean up and remediate permanently any Contamination caused by or permitted by Lessee or its agents, employees, contractors or invitees in full compliance with all applicable statutes, regulations, and

standards so that the Leased Premises is permanently mitigated to prevent further reoccurrence and remediated to such a condition that a "No Further Action" determination of completion or its equivalent is obtained from the regulatory or equivalent agency or agencies with jurisdiction over the Hazardous Material release and/or the Airport's property is reasonably demonstrated as having been returned to the condition existing prior to the introduction of any such Hazardous Materials or Contamination, or as otherwise agreed to by the Director in his or her reasonable discretion.

11.05 Indemnification

In addition to all other indemnities provided in this Agreement, Lessee agrees to defend, indemnify, and hold the Lessor and the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including reasonable attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the generation, manufacture, processing, use, release or other spills or leaks of chemicals and products that are or may become Hazardous Materials, the existence or discovery of any Hazardous Materials in excess of the levels allowed by Environmental Laws or violations of the Environmental Laws on the premises, the subsurface or the migration of any Hazardous Material from the Leased Premises to other properties or into the surrounding environment, caused by the Lessee or its operations whether: (a) made, commenced or incurred during the term; or (b) made, commenced or incurred after the expiration or termination of this Agreement if arising out of events occurring during the term; provided, however, Lessee's obligation to indemnify the Trust and City pursuant to this Paragraph shall not apply with respect to either: (a) any Hazardous Material released by the Trust, its Trustees, officers, agents and employees; or (b) any Hazardous Material (for which Lessee is not otherwise responsible) clearly demonstrated to be migrating onto the Leased Premises from some other location through no fault of Lessee.

The foregoing indemnity shall survive the expiration or earlier termination of this Agreement and will not be affected in any way by the amount of or the absence in any case of covering insurance or the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Leased Premises. In addition, Lessee shall be responsible for any environmental cost associated with negligence or willful acts or omission by Lessee, and notifications to appropriate regulatory agencies arising there from.

ARTICLE 12. LESSOR'S RESERVED RIGHTS

12.01 Airport Development Reservation

Lessor reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

12.02 War or National Emergency

During a time of war or national emergency declared by Congress, Lessor shall have the right to lease the Airport or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the lease to the Government shall be suspended and, in that event, a just and proportionate part of the rent hereunder shall be abated.

12.03 Subordination

Any other provision of this Agreement notwithstanding, this Agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to Lessor of Federal funds for the development of the Airport. To the extent any provision of this Agreement is in conflict with any grant assurance, rule or regulation imposed on the Lessor by the United States Government or other regulatory entity, the provision of the grant assurance, rule or regulation shall be incorporated in this Agreement as if written specifically herein and Lessee shall agree to abide by such grant assurance, rule or regulation as a condition precedent to the use of any facilities or premises of the Lessor.

12.04 Right to Enter

Lessor, through its duly authorized agent, shall have at any and all times the full and unrestricted right to enter the Leased Premises for the purpose of inspection or maintenance and for the purpose of doing any and all things which it is obligated and has a right to do under this Agreement during normal business hours with advanced notice provided to the Lessee except no notice shall be required when such entry is to prevent injury, damage, or harm to persons or property on the Leased Premises in an emergency.

12.05 Reservation of Rights

Lessor reserves all rights and remedies that Lessor may otherwise have at law or in equity and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights of remedies.

ARTICLE 13. NONINTERFERENCE WITH OPERATION OF AIRPORT

All persons and property of every kind which may be on said Leased Premises during the term hereof shall be at the sole risk of the Lessee or those claiming under it and the Lessor shall not be liable to the Lessee, or any person whatsoever, for any injury, loss, or damage to any persons or property in or upon said Leased Premises, or upon the sidewalks and alleyways or other contiguous areas thereto. The Lessee hereby covenants and agrees to assume all liability for or on account of any injury, loss, or damage above described, and to defend and to save the Lessor and the City harmless therefrom. Lessor shall not be liable for acts of injury or damage that may arise to persons or property on said Leased Premises, or that may occur during the Lessee's tenancy or occupancy.

ARTICLE 14. TAXES

To the extent any taxes are assessed pursuant to applicable law or any assessment is not subject to the Trust's exempt status, Lessee agrees to pay all present and future taxes or, in lieu of taxes, special assessments now or hereafter levied or assessed for taxes arising during the term of this

Agreement: (a) upon the Leased Premises; (b) upon property owned or possessed by Lessee and situated on the Leased Premises; or (c) upon Lessee's interest in or use of the Leased Premises. Lessee shall defend, indemnify, and save Lessor and the City harmless from any claims or liens in connection with such taxes or, in lieu of taxes, assessments.

ARTICLE 15. MISCELLANEOUS COVENANTS

15.01 Rules and Regulation Compliance

Lessee shall observe and comply with any and all present and future requirements of the constituted public authorities and with all federal, state, or local laws, policies, administrative regulations, and standard rules applicable to Lessee or Lessor for the intended use of the Leased Premises, including by way of example, but not of limitation, all general rules and regulations promulgated from time to time by the Director in connection with the administration of the Airport.

15.02 Signs and Advertising

Lessee shall not erect, maintain, or display any signs or other advertising at or on the Leased Premises or other Airport premises without first obtaining the written approval of the Director, such approval not to be unreasonably withheld.

15.03 Noise or Sound Shock Waves

Lessee hereby agrees to make no claims or file or cause to be filed any legal or equitable actions against Lessor or the City for any kind of damages which results from noise, vibration, or sound shock waves due to aircraft use of the Airport's facilities.

15.04 Communications Equipment

Lessee shall not install, maintain, or operate, or to grant to any third party the right to install, maintain, or operate any wireless network, satellite dish, antenna, wireless communications equipment, meteorological, aerial navigation, distributed antenna system, UHF and VHF radio system, internet access equipment or systems, or other similar related equipment or systems (collectively "Communications Equipment") that could cause or be used to create electrical interference with communication between the Airport, the control tower, and any aircraft, make it difficult for flyers to distinguish between airport lights and others, impair visibility in the vicinity of the Airport, or endanger the landing, take off or maneuvering aircraft or interfere with security systems or the services provided by any Airport communications.

In the event that any of Lessee's Communication Equipment should create an Airport Interference or violate this section at any time, the Lessee shall disable such system immediately upon notification from the Director and collaboratively work with Lessor's staff to resolve any conflicts before such Communications Equipment may resume operations.

15.05 Wildlife Attractants

Lessee shall not use or permit the use of the Leased Premises in a manner that could attract birds and other wildlife, or which may pose a hazard to aircraft. Lessee shall not use plants or live materials, on the Airport, which attract wildlife as identified by the USDA (see Wildlife Mitigation and Best Practices reference document at flyokc.com/rules-regulations).

ARTICLE 16. MINIMUM STANDARDS FOR COMMERCIAL LEASING

Commercial Standards shall be defined as "Commercial Leasing Standards" dated May 26, 2010, and as the same may be amended and revised from time to time. Said Commercial Standards are incorporated herein and made a part hereof by reference. To the extent the Minimum Standards and this Agreement conflict, this Agreement shall control.

ARTICLE 17. INDEMNITY

Except as otherwise provided in Article 11, Lessee hereby agrees to release, defend, indemnify, and save harmless the Lessor and the City and their officers, agents, and employees from and against any and all loss of or damage to property or injuries to or death of any person(s), or all claims, damages, suits, costs, expense, liability, actions, demands, liens, fines, encumbrances, or proceedings (including all reasonable legal fees and expenses) of any kind or nature whatsoever in matters resulting from, or arising out of: (a) Lessee's intentional acts or omissions, negligence, misconduct, operations, or activities under or in connection with this Agreement; or (b) in matters resulting from, or arising out of Lessee's use and occupancy of any portion of the Airport, and including, without limiting the generality of the foregoing, acts and omissions of Lessee's officers, employees, representatives, suppliers, invitees, contractors, subcontractors, and agents. Provided, however, Lessee shall not be liable or be required to release Lessor for any loss, damage, claims, suits, cost, expense, or actions occasioned by the negligence or willful misconduct of the Lessor, the City, or their officers, Trustees, and employees. The parties covenant to give each other prompt notice of any claims. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

ARTICLE 18. TERMINATION

Either party, at its option, may terminate this Agreement for any reason whatsoever by giving ninety (90) days written notice to the other party.

ARTICLE 19. WAIVER OF STATUTORY NOTICE

In the event Lessor exercises its option to terminate this Agreement for any reason, any notice of termination given by Lessor to Lessee as provided in this Agreement shall be sufficient to cancel and terminate this Agreement. In this connection, Lessee hereby expressly waives the receipt of any notice to quit or notice of termination which would otherwise be given by Lessor under any provisions of the laws of the State of Oklahoma, including, but not limited to, notices required to be given under any section of Title 41 of the Oklahoma Statutes. Upon such termination, Lessee hereby agrees that it will forthwith surrender up possession of the demised premises to the Lessor.

ARTICLE 20. REMOVAL OF PERSONAL PROPERTY

It is mutually covenanted and agreed that all personal property, including fixtures and equipment, that is owned and not affixed to the Leased Premises, or personal property that is affixed to the Leased Premises but which can be removed without causing any damage to the Leased Premises, shall be removed by the Lessee by the termination or expiration of this Agreement. Any damage resulting from the removal of personal property shall be repaired by Lessee by the termination or expiration date of this Agreement. Should the Lessee fail to remove said personal property by the

time stated herein, title to all such personal property shall vest in the Lessor and Lessor may cause the removal of all or any portion of such property at the sole risk and expense of the Lessee.

ARTICLE 21. ASSIGNMENT AND SUBLETTING

Lessee shall not assign or sublet this Agreement or any interest therein by an operation of law, process or proceeding of any Court or otherwise, and/or the operation or maintenance of the Leased Premises.

ARTICLE 22. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the property is owned, used, or possessed by the Lessee and the Lessor remains obligated to the Federal Aviation Administration.

ARTICLE 23. CIVIL RIGHTS TITLE VI ASSURANCE

23.01 Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this Agreement, the Lessee, for itself, its assignees, and successors in interest agrees as follows:

A. Compliance with Regulations

The Lessee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination

The Lessee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of sublessees, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the [Title VI] Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation made by the Lessee

for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Lessee of the Lessee's obligations under this Agreement and the [Title VI] Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports

The Lessee will provide all information and reports required by the Acts, the Regulations, and the directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Lessor or the Federal Aviation Administration to be pertinent to ascertain compliance with such [Title VI] Nondiscrimination Acts and Authorities and instructions. Where any information required of a Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the Lessor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance

In the event of a Lessee's noncompliance with the nondiscrimination provisions of this Agreement, the Lessor will impose such contract sanction [in accordance with any applicable notice and cure provisions provided for in this Contract] as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding any payments to the Lessee under the Agreement until the Lessee complies; and/or
2. Cancelling, terminating, or suspending an Agreement, in whole or in part.

F. Incorporation of Provisions

The Lessee will include the provisions of [Paragraph 23.01, subparagraphs,] A through F, in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request the Lessor to enter into any litigation to protect the interests of the Lessor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

23.02 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Lessee, for itself, its assignee, and successor in interest agrees to comply with the following non-discrimination statutes and authorities including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Nondiscrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 USC § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended, (42 USC § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-259), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*), which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 (2005));
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

**ARTICLE 24. TITLE VI CLAUSES FOR THE TRANSFER OF OR
CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED OR IMPROVED
UNDER THE AIRPORT IMPROVEMENT PROGRAM**

24.01 Property Acquired or Improved Under Airport Improvement Program

The following clause will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances.

The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant running with the land and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

24.02 Construction/Use/Access to Property Under Activity, Facility, or Program

The following clause will be included in deeds, licenses, permits, or similar instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances.

The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (a) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (b) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (c) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

24.03 Right to Terminate

With respect to this Agreement, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon and hold the same as if said Agreement had never been made or issued.

ARTICLE 25. GENERAL CONDITIONS

25.01 Notices

Notices to Lessor or Lessee pursuant to the provisions hereof shall be sufficient if sent by: (a) registered or certified mail, return receipt requested, postage prepaid, and deemed received on the third business day after the date mailed if recipient refused proper delivery; (b) a nationally recognized overnight courier (receipt requested) and deemed received the next business day following the date it was sent if the recipient refused proper delivery; (c) electronic mail and deemed received on the date sent if sent during normal business hours of the recipient and on the next business day if sent after normal business hours of the recipient; or (d) hand delivered, addressed to:

For the Lessor:

Oklahoma City Airport Trust

FARM LANDS LEASE AGREEMENT
ROY A. AND JANICE M. NUTTALL

Will Rogers World Airport
7100 Terminal Drive, Unit 937
Oklahoma City, Oklahoma 73159-0937
Telephone: (405) 316-3200
Email: wrwabusinessproperties@okc.gov

For the Lessee: Roy A. and Janice M. Nuttall
P.O. Box 668
Bethany, Oklahoma 73008
Telephone: 405-503-4917
Email: royanuttall@hotmail.com

A party may designate a change to the physical address by written notice given to the other Party in accordance with this Paragraph 25.01.

Unless otherwise stated herein, notice to each party shall be sufficient and deemed received on the third business day if sent by U.S. Postal Service regular mail, postage prepaid, to the address listed herein whether accepted, or if hand delivered. Bills, statements, and other communication to Lessee or Lessor may be through telephone or sent through the U.S. Postal Service regular delivery, or electronic mail.

25.02 Non-Waiver

The waiver by Lessor of any breach of the Lessee of any term, covenant, provision, or condition hereof shall not operate as a waiver of any subsequent breach of the same or a waiver of any breach of any other covenant, term, provision, or condition hereof, nor shall any forbearance by the non-breaching party to seek a remedy for any breach by the breaching party be a waiver by the non-breaching party of its rights and remedies with respect to such or any subsequent breach of the same or with respect to any other breach.

25.03 Binding Effect

This Agreement shall be binding upon the parties, and their respective successors and assigns, as of the Effective Date.

25.04 Severability

In the event any terms, covenants, conditions, or provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term, covenant, condition, or provision hereof.

25.05 Entire Agreement; Modification Hereof

This Agreement (including the Exhibits hereto) expresses the entire understanding of Lessor and the Lessee concerning the Agreement at the Airport and all agreements of Lessor and of Lessee with each other, and neither Lessor nor Lessee has made or shall be bound by any agreement or any representation to the other concerning the Agreement which is not expressly set forth in this Agreement (including the Exhibits hereto). This Agreement (including the Exhibits hereto) may be modified only by a written agreement of subsequent date hereto signed by Lessor and Lessee.

25.06 Execution of Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which

shall be an original and all of which shall constitute but one and the same instrument.

25.07 Effect of Saturdays, Sundays, and Legal Holidays

Whenever this Agreement requires any action to be taken on a Sunday, a Saturday, or a legal holiday, such action shall be taken on the first business day occurring thereafter in the place where the action is to be taken. Whenever in this Agreement the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on Sunday, a Saturday, or a legal holiday recognized by the City of Oklahoma City, such time shall continue to run until 11:59 p.m. on the next succeeding business day.

25.08 Descriptive Headings: Table of Contents

The descriptive headings of the sections of this Agreement and any table of contents annexed thereto or copies hereof are inserted or annexed for convenience of reference only and do not constitute a part of this Agreement, and shall not affect the meaning, construction, interpretation, or effect of this Agreement.

25.09 Construction and Enforcement

This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. Whenever in this Agreement it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform or not to perform, as the case may be, such act or obligation.

25.10 Venue

The parties acknowledge and agree that in the event of any dispute or disagreement that necessitates court intervention, the venue for all litigation shall be the District Court of Oklahoma County, Oklahoma.

25.11 Construction of Agreement

In the event of ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party on the basis that such party did or did not author the same.

25.12 Recitals Contractual in Nature

The parties acknowledge and agree that the recitals as contained hereinabove in this Agreement are contractual in nature and binding on the parties.

25.13 Holding Over

If Lessee shall hold over without the written consent of Lessor, by and through the Director and remain in possession of the Leased Premises after the expiration of the term specified herein, such possession by Lessee shall be deemed to be merely a month-to-month tenancy for up to six (6) months from the expiration date, terminable earlier at any time by either party upon thirty (30) day written notice to the other party. During any such month-to-month tenancy for a holdover not consented to by the Lessor, Lessee shall promptly pay at a rate of 125% of the total monthly rents, fees and charges. All other provisions of this Agreement shall apply to said month-to-month tenancy. A holdover agreed to by the parties shall be at the terms set forth herein unless otherwise agreed upon by the parties at the time of holdover.

25.14 Conflicts

If there is a conflict between any provision within the Agreement or any Exhibit, then the language contained in any article, paragraph or section with the Agreement shall govern and control over any conflicting language, term, or provisions in any Exhibit.

25.15 Surrender of the Leased Premises

Except as otherwise expressly provided in this Agreement, at the expiration or sooner termination of this Agreement, or any extension hereof, Lessee agrees to surrender possession of Leased Premises peacefully and promptly to Lessor in as good condition as existed at the effective date of this Agreement, ordinary wear, tear, and obsolescence only excepted.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Farm Lands Lease Agreement as of the Effective Date stated above.

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ROY A. NUTTALL, LESSEE

Roy A Nuttall
Signature

ROY A NUTTALL
Printed Name

Title

JANICE M. NUTTALL, LESSEE

Janice M Nuttall
Signature

Janice M. Nuttall
Printed Name

Title

APPROVAL RECOMMENDED:

Jeff Melder
Director of Airports

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 21ST day of DECEMBER, 2023.

ATTEST:

Amy K. Simpson
Trust Secretary



OKLAHOMA CITY AIRPORT TRUST

Jerry Salmon
Chairman

APPROVED by the City Council and signed by the Mayor of the City of Oklahoma City this 2ND day of JANUARY, 2024.

ATTEST:

Amy K. Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

[Signature]
Vice-Mayor

REVIEWED for form and legality.

Hailey Rawson
Assistant Municipal Counselor/
Attorney for the Trust

EXHIBIT A – LEASED PREMISES DESCRIPTION

A parcel of land lying in the NW 1/4 of Section 17, Township 12 North, Range 4 West of the Indian Meridian in Oklahoma County, Oklahoma, more particularly described as follows:

Lot 41, Schafer's Suburbs, as recorded in Plat Book 13 Pages 30-31 of Oklahoma County, Less the W 296' and the N 110' of said Lot, containing 69,696 Square Feet or 1.66 Acres, more or less.

EXHIBIT B – LEASED PREMISES

