

FIRST RENEWAL OF LEASE AGREEMENT

This First Renewal of Lease Agreement (1st Renewal) is entered into as set forth below between the Oklahoma City Riverfront Redevelopment Authority (OCRRA) and Samuel Owens (Lessee).

WITNESS:

WHEREAS, on February 16, 2021 (Item No. V.G), the parties entered into a Lease Agreement (Agreement) for livestock grazing on OCRRA property at 1420 South Portland Avenue (Location, see Attachment A, incorporated herein); and

WHEREAS, the Agreement provided for a one-year (1-yr.) term, with the option, upon mutual consent, for two (2), one-year (1-yr.) renewals; and

WHEREAS, on February 21, 2022, Lessee informed staff that he wished to renew the Agreement, and OCRRA is willing to do so.

NOW, THEREFORE, the parties agree:

1. **1st RENEWAL GRANT**

OCRRA and Lessee hereby approve this 1st Renewal to allow Lessee to continue livestock grazing at the Location, as shown in Attachment A, incorporated herein.

2. **1st RENEWAL TERM**

This 1st Renewal shall be effective on April 1, 2022, and expire on March 31, 2023, unless terminated earlier as provided for in the Agreement.

3. **CURRENT CERTIFICATE OF INSURANCE**

OCRRA acknowledges prior receipt of Lessee's current certificate of insurance, which expires on June 3, 2022. Lessee shall provide OCRRA with a new certificate of insurance before the current one expires.

4. **NO GUARANTEE OF FUTURE AGREEMENTS**


In approving this 1st Renewal, OCRRA does not guarantee that it will enter into future agreements with Lessee for the subject property.

5. **OTHER TERMS REMAIN IN EFFECT**

All other terms of the Agreement dated February 16, 2021, as shown in Attachment A, shall remain in full force and effect during this 1st Renewal.

SIGNATURE PAGE TO FOLLOW

APPROVED by Lessee this 8th day of March, 2022.



Samuel Owens

OK County)
State of OK) SS:



This instrument was acknowledged before me on this 8th day of March, 2022.

Notary Public Rebekah Calvert My commission expires 7-12-23.

APPROVED by the Oklahoma City Riverfront Redevelopment Authority this 29th day of March, 2022.



Secretary



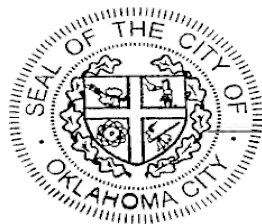



Chairman

CONCURRENCE by the Council of The City of Oklahoma City this 26th day of April, 2022.



City Clerk





Mayor

REVIEWED for form and legality.



Assistant Municipal Counselor

Attachment A

Lease Agreement Dated February 16, 2021

(Attached)

LEASE AGREEMENT

This Lease Agreement (Agreement) is entered into as set forth below between the Oklahoma City Riverfront Redevelopment Authority (OCRRA) and Mr. Samuel Owens (Lessee).

WITNESS:

WHEREAS, The City of Oklahoma City (City) owns property within and adjacent to the North Canadian River Corridor, part of which is known as the Oklahoma River; and

WHEREAS, OCRRA is a public trust of which the City is sole beneficiary; and

WHEREAS, OCRRA manages the Oklahoma River property under a separate agreement with the City; and

WHEREAS, since 2016, Lessee has leased OCRRA property north of the Oklahoma River, east of Portland Avenue, for livestock grazing (Location, see Exhibit A, incorporated herein); and

WHEREAS, on March 12, 2019 (Item No. VII.AR.), the parties entered into the current Agreement; and

WHEREAS, that Agreement was renewed on February 4, 2020 (Item No. VII.AS.); and

WHEREAS, on June 16, 2020 (Item No. VII.BK.), the parties approved Amendment No. 1 to the First Renewal of the Agreement (Amended First Renewal); and

WHEREAS, under the Amended First Renewal, adjacent OCRRA property was added to the leasehold, and other terms and conditions were incorporated; and

WHEREAS, the Amended First Renewal expires on March 31, 2021; and

WHEREAS, OCRRA benefits from Lessee's on-site presence and consequent savings on mowing and maintenance expenses; and

WHEREAS, Lessee wishes to continue the activities described above, and OCRRA is willing to enter into this Agreement for that purpose.

NOW, THEREFORE, the parties agree:

1. **GRANT**

OCRRA hereby leases the Location to Lessee, consistent with the requirements of this Agreement.

CONTINUED ON THE NEXT PAGE

2. TERM

Upon approval by OCRRA, this Agreement shall be effective from April 1, 2021, through March 31, 2022. Upon mutual consent of the parties, it may be renewed for two (2), one-year (1-yr.) terms, for a total of three (3) years, unless terminated earlier as provided for in Section 5.

3. CONSIDERATION

Lessee shall pay OCRRA one thousand dollars (\$1,000.00) per year during the Agreement term. The first payment shall be due on the date this Agreement is approved by OCRRA. Subsequent annual payments, if applicable, shall be due in advance on each anniversary of the effective date of this Agreement, as described in Section 2.

4. SAFETY AND CONDITION OF LOCATION

Lessee shall ensure that all activities at the Location comply with this Agreement and are conducted safely. Lessee warrants that he will use the Location only for livestock grazing and shall maintain it in a way suitable for that purpose. This shall include, but not be limited to, keeping the Location clean and free of unhealthy conditions.

5. TERMINATION

- A. Either party may terminate this Agreement, for any reason and without cost or liability, upon thirty (30) calendar days' written notice to the other party.
- B. If Lessee breaches this Agreement, OCRRA may terminate this Agreement without notice and take immediate possession of the Location. Such action shall be without cost or liability to OCRRA or the City.

6. REMOVAL OF IMPROVEMENTS AND PERSONAL PROPERTY

- A. At the expiration or termination of this Agreement, OCRRA may elect to retain improvements made by Lessee at the Location. Otherwise, OCRRA may direct Lessee to remove such improvements. If so, Lessee shall promptly remove such improvements and return the Location to pre-existing condition or better, normal wear and tear excepted. If Lessee does not remove the improvements as directed, OCRRA's authorized agent(s) may remove them at Lessee's expense. Such action shall be without cost or liability to OCRRA or the City.
- B. At the expiration or termination of this Agreement, Lessee shall promptly remove all personal property from the Location. If Lessee does not do so, OCRRA's authorized agent(s) may remove and discard the items at Lessee's expense. Such action shall be without cost or liability to OCRRA or the City.

7. NO ASSIGNMENT

Lessee shall not assign or sublet this Agreement without approval of OCRRA's authorized agent(s).

8. FENCING

Lessee shall install, repair, and maintain all fencing and related structures needed to adequately house and contain livestock at the Location. Lessee shall regularly inspect the Location and promptly make needed repairs or replacements to such fencing and related structures.

9. CARE OF LIVESTOCK

Lessee shall take reasonable steps to ensure that all livestock housed at the Location are kept healthy and cared for humanely.

10. NO HUNTING OR ANIMAL PROCESSING

Lessee shall not engage in, or allow, hunting or animal processing at the Location. Lessee shall promptly remove, and properly dispose of, any livestock that die at the Location.

11. AGREEMENT BINDING

The terms of this Agreement shall be binding on the parties' heirs, representatives, successors, and assigns.

12. MINERAL RIGHTS AND OTHER COMPENSATION

Any compensation (e.g., mineral rights, easements, surface damages, etc.) generated by the Location that does not result directly from Lessee's authorized activities under this Agreement shall be OCRRA property. However, if the activities described in this Section cause Lessee to modify his operations at the Location, Lessee may request a reduction in the annual payments required under Section 3. Such reduction shall be at the sole discretion of OCRRA.

13. INDEMNIFICATION

A. Lessee shall indemnify and hold harmless OCRRA and the City, and their officers, agents, and employees, for any property damage or loss, for any injury or death, and for any claims or liabilities arising from any activity under this Agreement. This provision shall survive the expiration or termination of this Agreement and not be limited by any other Agreement provision.

B. OCRRA and the City are constitutionally and statutorily prohibited from indemnifying any third party. This includes, but is not limited to, Lessee, pursuant to Article X, Sections 9, 14, 17, 19, and 26 of the Oklahoma Constitution and the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq., Tort Claims Act), as it may be amended.

14. OCRRA DESIGNEE

The OCRRA General Manager, or his agent or designee, is authorized to exercise any right or duty of OCRRA or the City under this Agreement.

15. INSURANCE

- A. Lessee shall provide a comprehensive general liability insurance policy sufficient to meet OCRRA's and the City's maximum liability under the Tort Claims Act. The current required minimum general liability coverage is one hundred seventy-five thousand dollars (\$175,000.00) per person for injury or death, twenty-five thousand dollars (\$25,000.00) per claim for property damage, and one million dollars (\$1,000,000.00) for all claims arising from a single occurrence, to be effective during the Agreement term, as described in Section 2. Lessee shall pay required insurance premiums or deductibles.
- B. Lessee's insurance policy shall name OCRRA and the City as additional insured. Lessee shall not cancel, fail to renew, nor decrease the limits of the policy by endorsement without thirty (30) calendar days' written notice to OCRRA by certified mail, using the contact information contained in Section 22.
- C. Consistent with the requirements of this Section, Lessee shall provide a certificate of insurance to OCRRA's authorized agent(s) before this Agreement is docketed for approval. (See Exhibit B, incorporated herein.)
- D. Lessee shall provide employers' liability insurance and workers' compensation insurance as required by state law.

16. HAZARDOUS MATERIALS

Lessee shall not use or store hazardous materials at the Location without approval of OCRRA's authorized agent(s). If such approval is given, Lessee shall comply with applicable laws and regulations regarding the transport, storage, use, and disposal of such materials.

17. NO ENVIRONMENTAL DAMAGE

Lessee acknowledges that the Location is next to a public waterway and warrants that he will cause no environmental damage at the Location. If such damage occurs as a result of activities under this Agreement, Lessee shall promptly remediate the situation, pursuant to applicable environmental regulations, or otherwise compensate OCRRA or the City for actual damages or losses.

18. APPLICABLE LAWS

This Agreement shall be subject to applicable laws, rules, regulations, guidelines, and policies. These shall include, but not be limited to, Scenic River Overlay Design District requirements.

19. RIGHT OF ENTRY OR INSPECTION

OCRRA's authorized agent(s) shall have the right, but not the duty, to enter or inspect the Location at any time and for any official purpose. This shall include, but not be limited to, determining compliance with this Agreement.

20. SEVERABILITY

If any part of this Agreement is determined, by a court of appropriate jurisdiction, to be invalid, such action shall not affect the validity of other Agreement provisions.

21. WAIVER OF BREACH

If Lessee violates any part of this Agreement, it shall constitute a breach of the entire Agreement. OCRRA may waive such a breach. However, that shall not constitute a continuing waiver of similar or additional breaches. Also, OCRRA may, at any time, direct future compliance with any previously waived Agreement provision. If notified that he has breached this Agreement, Lessee shall immediately comply with the Agreement terms, as directed by OCRRA's authorized agent(s).

22. NOTICES

A. Official communications to OCRRA regarding this Agreement shall be sent to:

Oklahoma City Riverfront Redevelopment Authority
c/o David Burch, OCRRA Trust Specialist
420 W. Main, Suite 210
Oklahoma City, OK 73102
Phone: (405) 297-2212
Email: david.burch@okc.gov

B. Official communications to Lessee regarding this Agreement shall be sent to:

Mr. Samuel Owens
3620 Southwest 11th Street
Oklahoma City, OK 73108
Phone: (405) 219-1423
Email: sam@samslevellawns.com

or to such persons or addresses as the parties later designate in writing.

23. NO PERMANENT STRUCTURES

Lessee shall not build or install permanent structures at the Location without approval of OCRRA's authorized agent(s). Lessee shall not install locks on gates to the Location without notifying OCRRA's authorized agent(s) and providing them with a duplicate key.

24. GOVERNING LAW

This Agreement shall be governed by, and construed according to, Oklahoma law.

25. LEGAL PROCEEDINGS AND FEES

Any legal proceeding regarding this Agreement shall be pursued in the appropriate court in Oklahoma County, Oklahoma. The parties shall pay their own attorney fees, and other expenses, related to such legal proceeding.

26. SECTION HEADINGS AND CONSTRUCTION OF AGREEMENT

The Section headings of this Agreement are for convenience only and shall not affect its meaning or interpretation. Lessee acknowledges that he was able to fully review all Agreement terms before signing. This Agreement shall not be construed in favor of (or against) either party based on who drafted it.

27. NO PROPERTY RIGHT

This Agreement grants Lessee no property right to the Location, except the leasehold shown in Exhibit A.

28. REPRESENTATIONS

Lessee warrants that he can fulfill his obligations under this Agreement.

29. DIRECTIVES OF ANIMAL WELFARE SUPERINTENDENT

Lessee shall comply with lawful directives of the City's Animal Welfare Superintendent or designee regarding the care or treatment of livestock kept at the Location.

30. DUTIES AT EACH PARTIES' EXPENSE

Unless specified elsewhere in this Agreement, the parties shall fulfill their responsibilities under this Agreement at their own expense.

31. LOCATION "AS-IS"

Lessee accepts the Location "as-is" and without warranty. OCRRA makes no representation about the Location's suitability for Lessee's intended use and shall not be liable for any defect at the Location.

32. RESTORATION OF DAMAGED PROPERTY

Lessee shall protect all OCRRA and City property at the Location. This shall include, but not be limited to, pavement, electrical panels, irrigation systems, signs, fences, trees, landscaping, and other structures. If OCRRA or City property is damaged due to activities under this Agreement, Lessee shall timely restore it to pre-existing condition or better or otherwise compensate OCRRA or the City for actual losses. This Section excludes normal wear and tear on OCRRA or City property as determined by OCRRA's authorized agent(s).

APPROVED by Lessee this 31st day of January, 2021.



Mr. Samuel Owens

OK County)
State of OK) SS:

This instrument was acknowledged before me on this 31st day of Jan, 2021.

Notary Public Rebekah Calvert My Commission Expires 7-12-23.



APPROVED by the Oklahoma City Riverfront Redevelopment Authority this 16th day of February, 2021.

Amy K Simpson
Secretary



[Signature]
Chairman

CONCURRED by the Council of The City of Oklahoma City this 2nd day of March, 2021.

Amy K Simpson
City Clerk



David Holt
Mayor

REVIEWED for form and legality



Assistant Municipal Counselor

Exhibit A

Location

(Attached)

Exhibit A

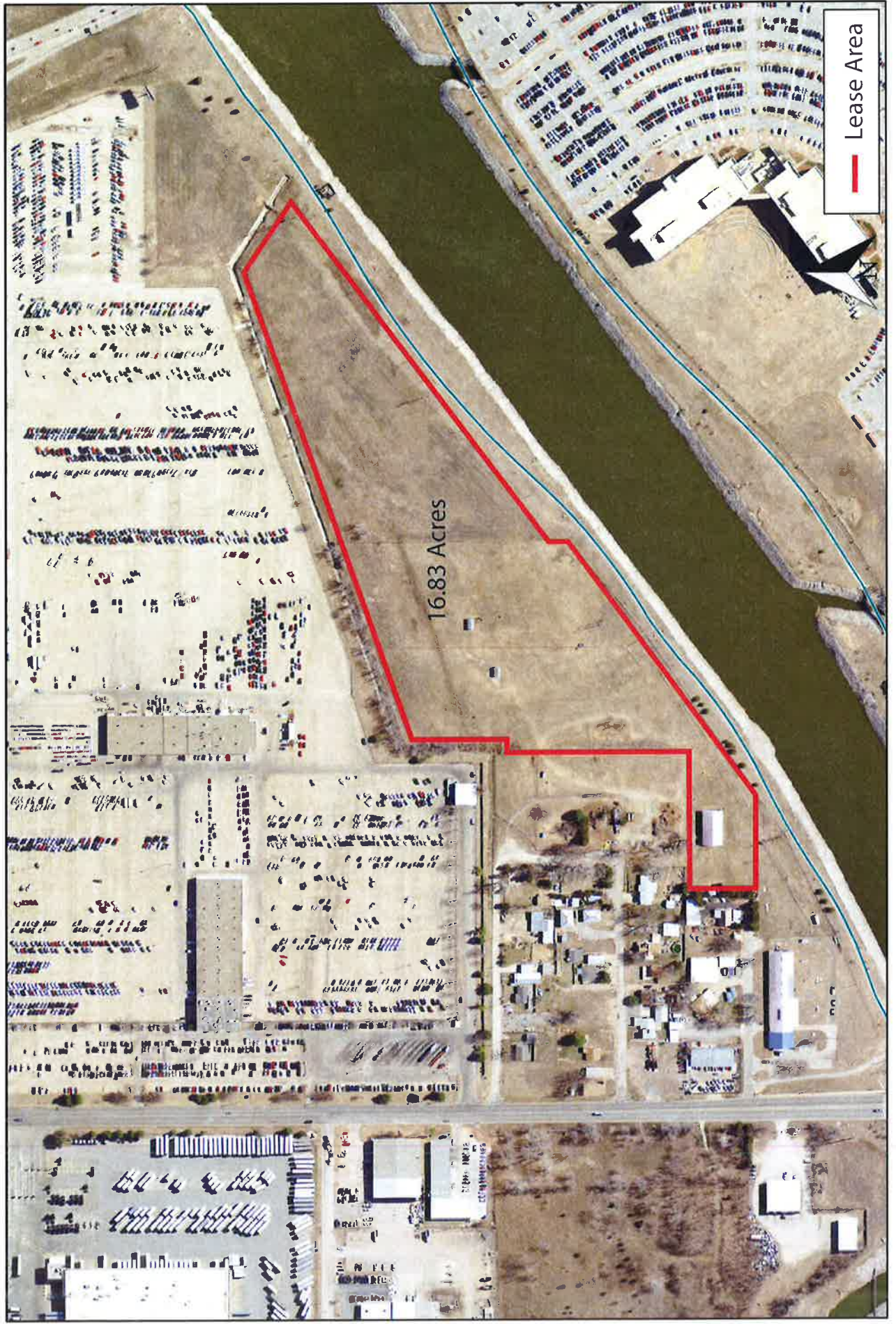


Exhibit B
Certificate of Insurance
(Attached)



SHELTER INSURANCE COMPANIES

FARM LIABILITY
EVIDENCE OF INSURANCE
AS OF 02/03/2021

NAME AND ADDRESS OF NAMED INSURED:

OWENS, SAMUEL
3620 SW 11TH ST
OKLAHOMA CITY, OK 73108-2002

AGENT:

JARED GOINS INSURANCE AGENCY L
3308 NW 135TH ST
STE 200
OKLAHOMA CITY, OK 73120-4056
(405) 849-9551
AGENT NUMBER 35-AG54-12

Policy Number: 35-50-9297564-1

Effective Date: 05/12/2020, 12:01 AM Standard Time

Expiration Date: 05/12/2021, 12:01 AM Standard Time

This policy will continue to renew as long as we offer to renew it and you pay the required premium by the due date.

THE LOCATION OF THE DESCRIBED PREMISES IS 20 ACRES AT 3620 SW 11TH ST OKLAHOMA CITY, OK 73108-2002 (COUNTY OKLAHOMA)
THE LIMIT OF THE COMPANY'S LIABILITY IS STATED IN THE POLICY AND APPLIES AS FOLLOWS:

COVERAGES	E. PERSONAL LIAB (BODILY INJURY AND PROPERTY DAMAGE) EACH OCCURENCE	F. MEDICAL PYMT TO OTHERS PER PERSON
LIMITS OF LIABILITY	1,000,000	1,000

PREMIUM \$76.00

THE FOLLOWING ENDORSEMENTS ARE A PART OF THIS POLICY AND ARE ATTACHED:

	<u>Limit</u>	
F-23.1		Premises Limitation
F-5.5		Additional Interests Endorsement

TERM 12 MONTHS
ZONE CODE 000

ADDITIONAL INTEREST

THE CITY OF OKLAHOMA CITY AND THE
OKLAHOMA CITY RIVERFRONT
REDEVELOPMENT AUTHORITY
420 WEST MAIN, SUITE 210
OKLAHOMA CITY, OK 73102-0000

AGENT

35-AG54-12

B-750-B



SHELTER INSURANCE COMPANIES

 FARM LIABILITY
 EVIDENCE OF INSURANCE
 AS OF 11/23/2021

NAME AND ADDRESS OF NAMED INSURED:

OWENS, SAMUEL
 3620 SW 11TH ST
 OKLAHOMA CITY, OK 73108-2002

AGENT:

JARED GOINS INSURANCE AGENCY L
 3308 NW 135TH ST
 STE 200
 OKLAHOMA CITY, OK 73120-4056
 (405) 849-9551
 AGENT NUMBER 35-AG54-12

Policy Number: 35-50-9297564-1**Effective Date: 06/03/2021, 12:01 AM Standard Time****Expiration Date: 06/03/2022, 12:01 AM Standard Time**

This policy will continue to renew as long as we offer to renew it and you pay the required premium by the due date.

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 THE LIMIT OF THE COMPANYS LIABILITY IS STATED IN THE POLICY AND APPLIES AS FOLLOWS:

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LIMITS OF LIABILITY	1,000,000	1,000

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THE FOLLOWING ENDORSEMENTS ARE A PART OF THIS POLICY AND ARE ATTACHED:

F-23.1
 F-5.5

Limit

Premises Limitation
 Additional Interests Endorsement

TERM 12 MONTHS
 ZONE CODE 000

ADDITIONAL INTEREST

THE CITY OF OKLAHOMA CITY AND THE
 OKLAHOMA CITY RIVERFRONT
 REDEVELOPMENT AUTHORITY
 420 WEST MAIN, SUITE 210
 OKLAHOMA CITY, OK 73102-0000

Secretary

President and CEO

B-750-B