

AGRICULTURAL USE AGREEMENT

This Agricultural Use Agreement (Agreement) is entered into as set forth below between The City of Oklahoma City (City) and Kenneth Griggs (Permittee).

WITNESS:

WHEREAS, the City provides and maintains a variety of parks and recreational venues and services for the use and enjoyment of the public; and

WHEREAS, the mission of the City’s Parks and Recreation Department (OKC Parks) is to provide cultural, social, and recreational experiences to our community so they can have the opportunity to cultivate wellness and enjoy a healthy lifestyle; and

WHEREAS, in 2020, the City purchased approximately 130 acres of property at 9400 Southwest 15th Street (Site, see Exhibit A, incorporated herein); and

WHEREAS, the City obtained the Site, now named “Swisher Park,” under a 2017 General Obligation Bond project for new Ward 3 parkland; and

WHEREAS, for a number of years before this, Permittee cultivated hay on some 55 acres of the Site under a separate arrangement with the land’s previous owner; and

WHEREAS, in 2021, as requested by Permittee, the City approved an Agreement allowing him to continue short-term hay cultivation at the Site; and

WHEREAS, that Agreement expired, and Permittee requested to continue his activities for another year; and

WHEREAS, because the City has no immediate plans to construct park amenities at the Site, or to operate it as a public park, Permittee’s actions would benefit the City by reducing maintenance costs; and

WHEREAS, the City is willing to enter into this Agreement for the activity described above.

NOW, THEREFORE, the parties agree:

1. GRANT AND PURPOSE

The City and Permittee hereby enter into this Agreement to allow Permittee to use the Site to cultivate hay, under the terms and conditions contained herein.

2. ALL ACTIVITIES AT PERMITTEE’S EXPENSE

Unless stated elsewhere in this Agreement, Permittee shall, at his expense, conduct all activities at the Site.

3. TERM

Upon approval by the City, this Agreement shall be effective for one (1) year, unless terminated earlier as provided for in Sections 16 and 17.

4. USE OF SITE

Permittee shall not use the Site in a way contrary to applicable laws, rules, regulations, guidelines, or policies. Permittee shall comply with all lawful directives of the City's authorized agent(s), who shall be allowed, at any time, to fully enter or inspect the Site and all activities conducted under this Agreement.

5. NO TRESPASSING

Trespassing on private property is prohibited.

6. TRASH AND DEBRIS

Permittee shall clean up and remove all trash and debris generated, or otherwise occurring, within the Site as a result of activities under this Agreement. Permittee shall do so before this Agreement expires or within twenty-four (24) hours after it is terminated.

7. NO DAMAGE TO CITY PROPERTY

Permittee shall not cause or allow damage, drilling, painting, or permanent construction on City property unless approved by the City's authorized agent(s). The hay cultivation authorized by this Agreement shall not, by itself, constitute damage to City property.

8. NO DIGGING OR STAKING OF STRUCTURES

A. Permittee shall not dig holes, or use stakes to secure temporary structures, at the Site without approval of the City's authorized agent(s).

B. If an exception to Subsection 8.A. is granted, Permittee shall first call OKIE, at 811 or at 1-800-522-OKIE, to arrange an underground utility locate. The City's authorized agent(s) shall be notified in advance and may be present to monitor all digging or staking of temporary structures at the Site.

9. CONSIDERATION

A. Permittee shall pay the City two hundred dollars (\$200) for this Agreement. Payment shall be due on the effective date of this Agreement, as described in Section 3. It shall be made using the contact information contained in Subsection 31.A.

- B. Permittee shall be responsible for any damage to, or required cleaning of, the Site due to activities under this Agreement.
- C. Permittee shall be entitled to keep all hay harvested at the Site. However, if Permittee sells such hay, he shall remit five percent (5%) of the gross proceeds to the City. Such payment shall be due within fourteen (14) calendar days after the sale.
- D. The consideration due under this Section shall be in addition to Permittee's responsibilities described elsewhere in this Agreement.

10. LOCKS AND STRUCTURES

Permittee shall not erect structures at the Site without approval of the City's authorized agent(s). Permittee shall not install locks on gates to the Site without notifying the City's authorized agent(s) and furnishing them with duplicate keys.

11. NO PROPERTY RIGHT

This Agreement grants Permittee no property right in the Site, except the consideration provided for in Subsection 9.C.

12. SAFETY

Permittee shall ensure that activities under this Agreement are conducted safely, using the least invasive means feasible. Permittee shall use the Site only for the purposes described herein and shall take reasonable steps to maintain it in a clean, sanitary condition.

13. NO ASSIGNMENT OR SUBLETTING

Permittee shall not assign or sublet this Agreement without approval of the City.

14. LIAISONS

The City and Permittee shall each designate at least one (1) representative to coordinate Agreement-related issues and serve as liaisons between the parties.

15. INDEMNIFICATION

- A. Permittee shall release, defend, indemnify, and hold harmless the City, and its officers, agents, and employees, for any claims or liability 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. The City is constitutionally and statutorily prohibited from indemnifying any third party. This includes, but is not limited to, Permittee, 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.), as it may be amended.

16. TERMINATION

- A. The City may terminate this Agreement, for any reason and without cost or liability, upon thirty (30) calendar days' written notice to Permittee. Upon delivery of such written notice by the City's authorized agent(s), this Agreement shall become void. In such case, Permittee shall immediately cease occupying and using the Site. If he fails to do so, Permittee shall be considered trespassing on public property under Section 30-35 of the Oklahoma City Municipal Code, 2020, as it may be amended (Code), and be subject to enforcement of the Code provisions.
- B. If the City terminates this Agreement before Permittee has a reasonable chance to complete any hay harvest, as authorized herein, the City shall refund his two hundred dollar (\$200) Agreement fee, without interest. Such refund shall be processed according to City policy and may take up to eight (8) weeks.
- C. Consistent with the other requirements of this Section, if the City's authorized agent(s) determine, in good faith, that Permittee's hay crop presents a hazard at the Site, they may direct Permittee to harvest it within seventy-two (72) hours. If Permittee is unable to do so, the City's authorized agents may terminate this Agreement. If so, the City shall refund Permittee's Agreement fee, as provided for in Subsection 16.B.

17. BREACH

- A. Permittee shall timely comply with all Agreement terms. Failure to do so shall be an Agreement breach. Upon such breach, the City's authorized agent(s) may give verbal or written notice to Permittee and terminate this Agreement on behalf of the City. If so, Permittee shall immediately cease occupying and using the Site or be subject to enforcement for trespassing as provided in Subsection 16.A.
- B. The City may waive any Agreement breach. However, that shall not constitute a waiver of similar or additional breaches. Also, the City may, at any time, require future compliance with a previously waived Agreement breach.
- C. Consistent with the other requirements of this Section, if, upon notice of an Agreement breach, Permittee demonstrates the ability to promptly and completely correct such breach, he shall have a reasonable chance to do so before the City terminates this Agreement.

18. RESTORATION OF DAMAGED PROPERTY

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

19. AMENDMENT

This Agreement may be amended by mutual, written consent of the parties.

20. LAWS AND OTHER APPROVALS

This Agreement shall be subject to applicable laws, rules, regulations, guidelines, and policies. Permittee shall obtain other necessary approvals to conduct activities under this Agreement. These shall include, but are not limited to, vehicle registrations, commercial driver's licenses, state or federal Agriculture Department authorizations, etc.

21. AGREEMENT BINDING

This Agreement shall be binding on the parties' heirs, representatives, successors, and assigns.

22. COORDINATION OF SITE USE

Permittee shall notify the City's authorized agent(s) before conducting activities at the Site and coordinate with them to ensure non-interference with the City's operations and Site management.

23. NO HAZARDOUS CHEMICALS OR MATERIALS

A. Permittee shall not use or store hazardous chemicals or materials at the Site without approval of the City's authorized agent(s). If such approval is given, Permittee shall comply with applicable laws, rules, and regulations regarding the transport, storage, use, and disposal of such chemicals or materials. This shall include, but not be limited to, obtaining required permits.

B. As used in this Section, "hazardous chemicals or materials" shall include, but is not limited to, fertilizers, pesticides, herbicides, and insecticides.

CONTINUED ON THE NEXT PAGE

24. NO ENVIRONMENTAL DAMAGE

Permittee warrants that he will cause no environmental damage at the Site. If such damage occurs due to Permit-related activities, Permittee shall immediately remedy the situation, pursuant to applicable environmental regulations.

25. SECTION HEADINGS

The Section headings of this Agreement are for convenience only and shall not affect its meaning or interpretation. Permittee warrants 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.

26. REPRESENTATIONS

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

27. CITY DESIGNEE

The City Manager of the City or designee is authorized to exercise any right or duty of the City under this Agreement.

28. GOVERNING LAW

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

29. NO OUTSIDE EMPLOYEES OR VOLUNTEERS

Only Permittee and his adult relatives shall perform work, or other tasks, at the Site. No outside employees, volunteers, minors, or others shall do so.

30. RELEASES

A. Permittee, and any adult relatives performing tasks under this Agreement, shall first read and sign an Acknowledgement and General Release (Release, see Exhibit B, incorporated herein). Permittee shall provide signed copies of all Releases to the City's authorized agent(s) before the effective date of this Agreement.

B. Additional adult relatives of Permittee may work at the Site before this Agreement expires. However, they shall not do so before submitting a signed Release to the City's authorized agent(s).

31. NOTICES

A. Notices to the City under this Agreement shall be sent to:

The City of Oklahoma City
Parks and Recreation Department
420 W. Main, Suite 210
Oklahoma City, OK 73102
okcparks@okc.gov
(405) 297-3882

- B. Notices to Permittee under this Agreement shall be sent to:

Mr. Kenneth Griggs
Address: 9495 West Reno
City, State ZIP: OKC, OK 73127
(405) 642-7331
Email: khgriggs@aol.com

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

32. NO GUARANTEE OF FUTURE AGREEMENTS

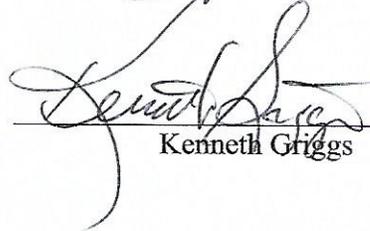
This Agreement does not guarantee (or imply) future Site use by Permittee after this Agreement expires or is terminated. Such use would require a separate Agreement between the parties, to be entered into at their option.

33. SITE "AS-IS"; PRIOR INSPECTION

- A. Permittee accepts the Site "as-is" and without warranty. The City does not certify that the Site is appropriate or suitable for Permittee's suggested use and shall not be liable for any defect at the Site.
- B. Before conducting activities under this Agreement, Permittee shall inspect the Site to identify and remove hidden debris, or other hazards, that may endanger equipment, property, or persons.

REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW

APPROVED by Kenneth Griggs this 16 day of Sept, 2022.


Kenneth Griggs

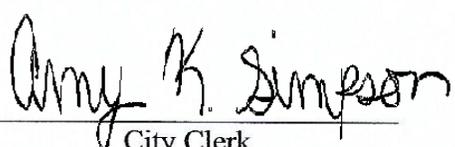
Logan County)
State of Oklahoma)SS:



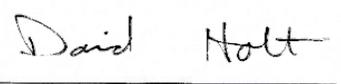
This instrument was acknowledged before me on this 16th day of September, 2022.

Notary Public Kimberly N. Hogue My commission expires 8/9/24

APPROVED by the Council of The City of Oklahoma City this 27th day of September, 2022.


City Clerk




Mayor

REVIEWED for form and legality.

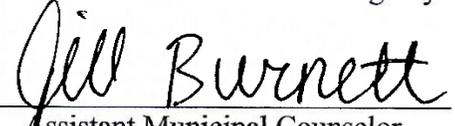

Assistant Municipal Counselor

Exhibit A

Site

(Attached)

Exhibit A

Swisher Park



Exhibit B
ACKNOWLEDGEMENT AND GENERAL RELEASE

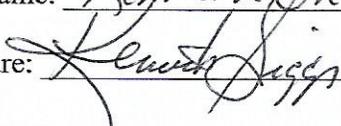
I have agreed to take part in the "Kenneth Griggs Agricultural Use Agreement" at Swisher Park in Oklahoma City (Site). I acknowledge that I am not employed or contracted by The City of Oklahoma City (City) to perform work or other tasks at the Site. I further acknowledge that I am at least eighteen (18) years of age and have no impairments that prevent me from performing such work or tasks.

I understand that this activity may involve strenuous physical exertion and carries inherent risks, including, but not limited to, property damage, personal injury, or death. I also understand that I can avoid these inherent risks by not participating. I further understand that factors beyond my control, *including negligence*, may affect my safety. In signing this Acknowledgement and General Release (Release), I affirm that the City cannot guarantee my safety and that I participate willingly. If injured, I will rely solely on my own insurance or resources to cover any medical bills or other expenses or losses. I understand that no workers' compensation or third-party insurance will be available to me.

I hereby release the City, and its agents, affiliates, successors, and assigns, from all liability related, in any way, to my work or other tasks at the Site.

Signed this 16 day of Sept., 202 .

Print Name: Kenneth Griggs

Signature: 

Print Name: _____

Signature: _____

Note: Upon request, copies of signed Releases shall be furnished to the City.
Agricultural Use Agreement – Kenneth Griggs