

**LEASE NO. 109306**

COMMISSIONERS OF THE LAND OFFICE  
 STATE OF OKLAHOMA

OKLAHOMA SCHOOL LAND TRUSTS  
 SHORT TERM SURFACE COMMERCIAL LEASE CONTRACT

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COMMISSIONERS OF THE LAND OFFICE  
STATE OF OKLAHOMA

OKLAHOMA SCHOOL LAND TRUSTS  
SHORT TERM COMMERCIAL LEASE CONTRACT

This lease contract by the Commissioners of the Land Office (CLO) as administrators of the Oklahoma School Land Trusts (Trusts) is binding when signed and approved by all parties.

I

TERMS

CLO and Lessee(s) agree the following terms, reservations, conditions and remedies govern the rights and obligations of the contracting parties.

1.1 LESSEE, LAND, TERM, USE, RENTAL.

CLO agrees to lease and Lessee accepts the following described Trust property for the commercial uses and the rental Terms as follows:

LEASE NO: 109306 CONTRACT NO: 15717 COUNTY: COMANCHE

ANNUAL RENT: \$1,800.00 CONTRACT RENT: \$5,400.00

TERM(YRS): 3 BEG DATE: 1/01/2018 EXP DATE: 12/31/2020

LEGAL DESCRIPTION: NE/4 of Section 36-4N-11WIM, 0.200 ACRES MOL.

LOCATION: West side of I-44, south of the west entry/exit ramps at U.S. 277 and I-44. One site is immediately west of toll gate in SW part of interchange. The other site is approximately 600-800 feet south of the first site.

LESSEE NAME AND ADDRESS: Waylon Stricklin  
2301 NW Dustan Ln  
Lawton, OK 73505  
TEL: 580-917-2088 EMAIL: sstricklin13@sbcglobal.net

TAX ID OR DRIVER'S LICENSE: 081626914

INTENDED USE: BILLBOARD SIGNAGE

IMPROVEMENTS OWNED BY LESSEE: 2 10x30 Double sided/double stacked billboards.

1.2 RENTAL DUE DATE.

Annual rent is due January 1st of each year, or at commencement of lease, as appropriate.

### 1.3 NOTICES.

All notices shall be in writing and considered properly given if mailed by certified mail, postage prepaid, addressed as follows:

LESSEE: (Address as shown above)

**CLO:**

MAIL LEASE PAYMENTS TO:  
Commissioners of the Land Office  
Lock Box Account  
PO Box 248896  
OKC, OK 73124-8896

MAIL ALL OTHER CORRESPONDENCE TO:  
Commissioners of the Land Office  
204 N. Robinson, Suite 900  
Oklahoma City, Oklahoma 73102

### 1.4 DELIVERY, CHANGE OF ADDRESS.

Notices and communications shall be considered effective on date delivered or refused. In the event of change of address written notice is required to be given to the other party.

## II

### RESERVATIONS

#### 2.1 INTERPRETATION, VENUE, TRUST OBLIGATION.

This lease shall be interpreted in accordance with laws of the State of Oklahoma. Lessee agrees any dispute or litigation with CLO in relation to this lease contract shall be conducted in Oklahoma County, CLO's official residence. Terms and conditions of the lease contract shall be construed in favor of CLO as part consideration for this lease and in recognition of the obligation CLO has to protect Trust assets while maximizing economic return.

#### 2.2 LEGAL SUBORDINATION.

This lease will be subordinate to and Lessee will comply with laws, Court Orders, policies, procedures and rules, existing and future, relative to the operation and management of the Oklahoma School Land Trusts.

#### 2.3 SALE OF LAND/COMMERCIAL DEVELOPMENT.

CLO reserves and excepts the right to lease, exchange, sell or commercially develop all or part of the leased property. If all of the leased property is sold, exchanged or taken for commercial purposes, this lease shall terminate and Lessee shall deliver possession of property to CLO as notified. If part of the leased property is sold, exchanged or commercially developed, Lessee shall deliver possession of property to CLO as notified. CLO agrees to reduce annual rental proportionately in relation to original appraisal of surface retained by Lessee for remainder of lease term or, at the option of the Lessee, lease shall terminate. Adjustment in annual rental will be made only if amount exceeds twenty-five (\$25.00) dollars.

#### 2.4 MINERALS, ACCESS EASEMENT.

CLO reserves and excepts to itself, its lessees, permittees and assigns an easement with right of ingress and egress for purpose of exploring, drilling, developing and operating on the property; including installation of pipelines, machinery, storage tanks and other equipment, necessary for production, storage, transportation and marketing of oil, gas, coal, copper or other minerals of any kind or nature and their components which may be produced from said property or from other property owned by CLO, or communitized with Trust land.

#### 2.5 DAMAGES.

Lessee may recover damages, if any, from the minerals lessees, permittees and assigns for the remaining term of the lease contract as effected by paragraph 2.4. above. Lessor is entitled to all other damages and compensation. No reduction of annual rental will be made beyond original appraised value of surface permanently removed from use and no adjustment for less than twenty-five (\$25.00) dollars.

#### 2.6 EASEMENTS.

CLO reserves and excepts to itself, its lessees, permittees, and assigns an access easement in other CLO trust property. CLO reserves the right to grant easements for access and other purposes across the leased property. Prior to granting an easement, CLO will notify lessee and consider any impact to lessee's operations in negotiating the terms of the easement.

#### 2.7 WATER RIGHTS.

CLO reserves all water rights. Irrigation, sale or release of water from lease property is prohibited unless written permission is granted by CLO.

### III

#### CONDITIONS

##### 3.1 PERMANENT CONTRACT OBLIGATIONS.

Lessee cannot be released from contract obligations except as provided by this contract or according to law. Debt cannot be reduced or canceled without full payment pursuant to Constitution and laws.

### 3.2 PAYMENT, BOND, NON-PAYMENT.

All unpaid rent shall bear interest at rate of twelve percent (12%) per annum until paid. If annual rent is not paid within 90 days of the due date or an adequate bond provided, the CLO may seek all available legal remedies.

### 3.3 TAXES.

Lessee is required to pay ad valorem property taxes on any improvements and structures on Trust land.

### 3.4 DISCLOSURE OF INTEREST.

Lessee shall notify CLO in writing within 5 days when any public official or employee or any official or employee of the CLO has acquired any direct or indirect interest in this lease.

### 3.5 HOLD HARMLESS; INDEMNITY.

Subject to the Oklahoma Tort Claims Act, and without waiving any rights, Lessee agrees to indemnify CLO against all claims arising out of the use of the property. Lessee shall promptly notify CLO of any claim.

### 3.6 SUBLEASES AND ASSIGNMENTS.

This lease may not be subleased or assigned without prior written consent of CLO.

### 3.7 LEASE INSPECTION.

CLO may enter upon lease property at any time for inspection and exercise of rights reserved to CLO. If locks are placed on gates, keys will be furnished to CLO or its representative upon request, or CLO reserves the right to remove locks.

### 3.8 LEASE IMPROVEMENTS.

If deemed necessary by CLO, Lessee, at Lessee's expense, agrees to enclose the leased property with appropriate fencing. Lessee will pay all costs incurred in use of the property, including establishment of ingress and egress. Lessee understands and agrees CLO cannot pay Lessee for any lease improvements made by Lessee. Improvements of any nature shall not be placed on or removed from lease property without prior written consent of CLO. Lessee agrees to maintain with CLO a current and complete list of all Lessee installed improvements.

### 3.9 REMOVAL OF IMPROVEMENTS.

Lessee agrees to remove their improvements at Lessee's expense within sixty (60) days after contract terminates or improvements are deemed abandoned and become CLO's property.

Additional time for removal of improvements may be granted by CLO upon prior written request. Improvements which are abandoned and are determined to be beneficial become property of the Land Office without further notice. Improvements which are abandoned and are determined to be a detriment to the lease will be disposed of by the CLO without further notice and Lessee will be indebted for the cost incurred for disposal beyond the deposit in escrow.

### 3.10 MAINTAIN IMPROVEMENTS.

Lessee agrees to maintain and repair CLO's and Lessee's improvements at Lessee's sole expense. At termination of the lease, Lessee shall, at Lessee's sole expense, refill and render level the surface of the property as well as reestablish grasses in accordance with the directions of the supervising CLO field representative.

### 3.11 INJURY TO LAND.

With the exception of that provided for herein, Lessee will not, without written permission from CLO: irrigate; cut trees or timber; remove soil, stone or minerals; permit waste, trespass, trash disposal, littering, erosion or pollution. Lessee will promptly report damage to leased property or minerals to CLO.

### 3.12 NO POLLUTION.

Lessee shall carry on the development and/or operation of the lease in a workmanlike manner, and shall not commit or suffer to be committed, waste or pollution upon the lands in its occupancy or use. Lessee shall preserve the lands, and upon the termination of this lease, promptly surrender and return the property to the CLO. Lessee shall bury and maintain all pipelines below thirty-six (36) inches unless written permission to the contrary is obtained from the CLO pursuant to their rules and regulations. Lessee shall obtain the consent of the CLO on the location of any tank batteries and/or lease roads, which consent will not be unreasonably denied.

### 3.13 DEPOSIT.

As evidence of the Lessee's intentions to abide by the terms and provisions herein stated, the CLO may require that Lessee provide a cash escrow refundable at the conclusion of the Lease provided all terms and provisions have been fulfilled, in an amount as determined by the CLO.

## IV

## REMEDIES

## 4.1 MITIGATION, RELET.

CLO may re-let the property to mitigate Lessee's damages (including rent) without prejudice to or waiver of its rights to hold Lessee liable for all costs, damages and entire contract rentals less amounts realized from mitigation.

## 4.2 REPRESENTATIVE MEETING.

Lessee agrees to meet CLO's representative on request.

## 4.3 BREACH OF CONTRACT.

Violation by Lessee of any provision of this lease constitutes material breach.

## 4.4 BIND, BENEFIT, COMPLETE AGREEMENT, CHANGES.

All terms and conditions of this lease shall be binding on CLO and Lessee, its heirs, devisees, administrators, executors, successors and assigns. This lease document contains the complete agreement between the parties; any changes to the lease must be in writing and agreed to and approved by the parties.

## 4.5 SEVERABILITY, SAVINGS.

If any provision of this Agreement is determined to be invalid or unenforceable to any extent, the remainder of the provisions will not be affected and will be valid and enforceable to carry out, to the fullest extent possible, the original intent of the parties as permitted by law.

## V

## NON-COLLUSION

## 5.1 NON-COLLUSION STATEMENT.

Lessee states as a material consideration of the contract (s)he has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in obtaining this Lease. Furthermore, (s)he did not conspire or collude with, give or receive anything of value to, or agree to give or receive anything of value to any bidder or potential bidder relative to obtaining this Lease.

IN WITNESS WHEREOF, Lessee and CLO have executed and approved this contract of 8 pages on the dates indicated.

LESSEE: Waylon Stricklin

Waylon Stricklin Owner, Oasis 1-1-2018  
Name Title Date

\_\_\_\_\_  
Name Title Date

LESSOR: COMMISSIONERS OF THE LAND OFFICE (CLO)

Harry W. Birdwell Secretary 1-25-18  
Harry W. Birdwell Secretary Date

Reviewed by initials: TF  
Date: 12/7/17  
Lease 109306

For Land Office Use Only	
No. <u>109306</u>	_____
Volume <u>DB</u>	_____
Recorded <u>1/25/2018</u>	_____
(Date)	
By <u>X. Cox</u>	_____
(Records Clerk)	