

Attachment "C"
PASTURE LEASE

LEASE, made the _____ day of _____, 200__ between _____
(Landlord) of _____ (city), _____ (state), hereinafter known as
"Landlord", and _____, at _____ (City),
_____ (state) hereinafter known as "Tenant."

1. **PROPERTY DESCRIPTION**

The Landlord hereby leases to the Tenant, to occupy and use for pasture purposes, the following described real property:

2. **GENERAL TERMS OF LEASE**

A. **Term. If continuing lease is desired, use paragraph (1) and strike out (2).**

- (1) Continuing Lease. The term of this lease shall be _____ year(s), commencing on the _____ day of _____, 20__, and shall continue in effect from year to year thereafter (as an annual lease) unless written notice of termination is given by either party to the other at least 30 days prior to expiration of this lease or the end of the year of continuation.

If a definite term is desired, use (2) and strike out paragraph (1). No notice of termination is necessary if paragraph (2) is used.

- (2) Annual Lease. The term of this lease shall be _____ year(s), commencing on the _____ day of _____, 20__, and ending on the _____ day of _____, 20__.

B. **Rent.** The rent for the term is \$ _____, payable in advance without demand or notice, in equal monthly installments of \$ _____ on the _____ day of each and every month during the term.

C. **No Partnership Created.** This lease shall not be deemed to give rise to a partnership relation, and neither party shall have the authority to obligate the other without written consent, except as specifically provided in this lease.

D. **Alterations/Additions/Improvements.** Tenant agrees not to make any alterations, additions, improvements or changes in the Leased property without written consent of the Landlord. Landlord agrees to allow Tenant to construct a fence around the leased property. After termination or expiration of said Lease Tenant shall remove said fence.

E. **Assignment.** No assignment or sub-lease of the leased property shall be binding upon the

Landlord or confer any rights on the proposed assignee or sub-lessee without the written consent of Landlord. No assignment or sub-lease shall release Tenant from the obligations of this lease.

F. Release of liability. Landlord shall not be liable to Tenant or to Tenant's family, employees or guests for any damage to person or property caused by the act of negligence of Tenant, its agents or employees. The Tenant assumes all risk of any damage to Tenant's family, employees, guests or any other persons or property that may occur by any act of negligence or theft, or damage suffered by reason of fire, rain, hail, lightning, explosion or act of God or from any cause whatsoever. Tenant hereby agrees to hold Landlord harmless from any cause or action resulting from such occurrences and covenants with Tenant not to sue in connection therewith.

G. Right of Entry. The Landlord, as well as agents and employees of the Landlord, reserve the right to enter the leased property at any reasonable time for purposes (a) consultation with the Tenant; (b) of making improvements or inspections; and (c) after notice of termination of the lease is given, of performing customary seasonal work, none of which is to interfere with the Tenant in carrying out regular operations.

H. Right to Sell property. The Landlord reserves the right to sell the said property at any time during this rental agreement, subject to the provisions of this lease.

I. Option to Purchase/First Right of Refusal. In the event Landlord shall desire to sell the leased property Tenant shall have the option to purchase said leased property with the right of first refusal. If Landlord shall decide to sell leased property or receives from a third party a bona fide offer to purchase the leased property, which Landlord desires to accept, Landlord, before making or accepting the offer, as the case may be, shall have fifteen (15) days within which to give written notice to Tenant of the intent to sell, or notice of the third-party offer. Tenant shall have the exclusive right, for a period of thirty (30) days commencing from the date Tenant receives written notice from Landlord of the offer to purchase, to purchase the leased property. If the Tenant elects to purchase the leased property and exercises their right of first refusal, the parties shall proceed to close the sale and purchase in accordance with the accepted terms and conditions and consistent with accepted real estate closing practices. In the event Tenant affirmatively elects not to purchase the Premises, or fails to act within the thirty (30) day period, Landlord shall be free to sell leased property.

Should the Landlord fail to complete the sale and purchase of the leased property, the Tenant shall again have the first right of refusal with respect to any subsequent offer to purchase received from a bona fide third party offeror, and the foregoing notice provisions shall apply.

J. Entire Agreement/Amendment. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by both the Landlord and Tenant.

K. Notices. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth above. Notices mailed in accordance with these provisions shall be deemed received on the

third day after posting.

L. Governing Law. This Lease shall be construed in accordance with the laws of the State of Oklahoma.

M. Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

N. Binding Affect. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns of both Landlord and Tenant in like manner as upon the original parties, except as provided by manual written agreement.

O. Default. If Tenant shall fail to pay the rent or any other charge required to be paid by Tenant, or if Tenant shall breach any of the terms of this lease or the rules attached hereto, if any, or enacted from time to time, then as to every default or breach, except non-payment of rent, Landlord may give Tenant Three (3) days' written notice thereof, and if such default has not been cured within such period, then Landlord may give Tenant Five (5) days' notice of the termination of this lease, and this lease shall expire accordingly and Tenant shall surrender possession to Landlord, but Tenant shall remain in Premises in the manner provided by law. Tenant agrees that in no respect shall Landlord be responsible in damages for any action in entering said Premises or removing and disposing of Tenant's property, with or without process of law. Notwithstanding anything stated herein, Tenant agrees that whether possession is taken or this lease is canceled by Landlord, the entire unpaid balance of rent shall accelerate and immediately become due and payable and Tenant shall be responsible for all costs, including attorneys' fees incurred by Landlord in enforcing this and any other provision of this lease.

P. Arbitration of Differences. Any differences between the parties as to their several rights or obligations under this lease that are not settled by mutual agreement after thorough discussion, shall be submitted for arbitration to a committee of three disinterested persons, one selected by each party hereto and the third by the other two thus selected.

3. OPERATION

The livestock owner agrees not to pasture livestock that continue to break through fences. Should any animal be found outside that pasture on at least three occasions, the pasture owner may request its removal.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease the day and year first above written.

By _____
(Landlord)

By _____
(Tenant)

