

LONG-TERM RECREATIONAL FACILITIES LEASE AGREEMENT BETWEEN THE CITY OF GEARY, OKLAHOMA AND GEARY PUBLIC SCHOOLS

THIS LEASE AGREEMENT (“Agreement”) is entered into on this 9th day of July 2026, by and between the CITY OF GEARY, OKLAHOMA, a municipal corporation organized under the laws of the State of Oklahoma (“City”), and GEARY PUBLIC SCHOOLS, a public school district organized under the laws of the State of Oklahoma (“School District”).

RECITALS

WHEREAS, the City owns certain public park property and recreational facilities located within the City of Geary, Oklahoma, including baseball fields, softball fields, concessions facilities, parking areas, related improvements, and associated recreational infrastructure, all of which are maintained for public recreational and community purposes; and

WHEREAS, the School District desires to lease and utilize portions of such property for school athletic and extracurricular activities; and

WHEREAS, the City desires to permit such use subject to the continuing preservation of the property as a public recreational asset for the citizens of the City of Geary and surrounding community; and

WHEREAS, the parties desire to establish the respective rights and obligations relating to maintenance, operation, scheduling, improvements, utilities, public access, liability, and long-term preservation of the facilities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I - LEASED PREMISES

The City hereby leases to the School District, and the School District hereby leases from the City, the baseball field, softball field, a building containing rest rooms, concession, and storage, dugouts, an additional storage buildings, fencing, parking area, spectator areas, lighting systems, and related recreational improvement, but retaining all rights to West Embree Street which runs between the fields, and not to include the home located at 700 West Embree, the playground, the Rodeo Arena, the city storage yard and the municipal pool, and more particularly described in Exhibit “A” attached hereto and incorporated herein by reference and by metes and bounds description as follows:

A piece, parcel and tract of land lying in the Southwest quarter of Section One (1), Township Thirteen (13) North, of Range Eleven (11) W.I.M., more particularly described as follows:

Commencing at the NE Corner of the SW/4 of the above described section; thence N90°00'00”W a distance of 560.00 feet; thence S00°00'00”W a distance of 725.00 feet; thence N90°00'00”W a distance of 770.00 feet to the point or place of beginning; thence N00°00'00”W a distance of

502.00 feet; thence N90°00'00"W a distance of 420.00 feet; thence S00°00'00"W a distance of 650.00 feet; thence S43°07'30"E a distance of 95.09 feet; thence S00°00'00"W a distance of 310.00 feet; thence N90°00'00"E a distance of 275.00 feet; thence N00°00'00"E a distance of 492.40 feet; thence N90°00'00"E a distance of 80.00 feet; thence N00°00'00"E a distance of 35.00 feet to the point or place of beginning.

The parties acknowledge and agree that the Leased Premises remain municipal public property owned exclusively by the City and that this Agreement conveys only a limited right of possession and use subject to the terms and conditions contained herein.

ARTICLE II - TERM

The term of this Lease shall commence on July 1, 2026, and shall continue through June 30, 2076, unless sooner terminated pursuant to the provisions of this Agreement. The parties acknowledge that the extended term granted herein constitutes material consideration supporting the School District's commitment to preserve, improve, maintain, and operate the Leased Premises for the benefit of both the School District and the citizens of the City of Geary. The Lease shall not be subject to renewal and shall expire on June 30, 2076, unless extended by written agreement of both parties. The parties acknowledge that the extended term granted herein is intended to encourage the School District to make continuing investments in the maintenance, preservation, repair, renovation, and improvement of the Leased Premises throughout the Lease Term.

ARTICLE III- PURPOSE AND PUBLIC CHARACTER OF PROPERTY

The parties acknowledge that the principal consideration supporting the fifty (50) year Lease Term is the School District's continuing commitment to preserve, maintain, repair, improve, and operate the Leased Premises for the benefit of both the School District and the citizens of the City of Geary. The parties further acknowledge that this Lease is intended to promote the long-term preservation and enhancement of an important municipal recreational asset and shall be interpreted consistent with that purpose. The parties expressly acknowledge that the Leased Premises constitute public recreational property intended to serve school, youth, civic, and community recreational purposes. Nothing contained herein shall be construed as granting the School District exclusive ownership or unrestricted dominion over the Leased Premises. The School District acknowledges that preservation of reasonable public access and community recreational use constitutes a material consideration supporting this Agreement. The School District acknowledges that this Agreement does not grant exclusive possession of the Leased Premises and that the City retains continuing governmental, recreational, and community use rights throughout the term of this Agreement. The parties acknowledge that the School District shall have primary operational responsibility for the Leased Premises during the Lease Term; however, title, ownership, governmental authority, and ultimate control of the Leased Premises shall remain vested in the City at all times.

ARTICLE IV – CONSIDERATION

The consideration supporting this Lease consists of the School District's agreement to assume responsibility for the maintenance, operation, repair, preservation, improvement, and utility expenses associated with the Leased Premises throughout the Lease Term, together with the School District's continuing commitment to preserve and enhance the Leased Premises for the benefit of both the School District and the citizens of the City of Geary. The parties acknowledge that the mutual covenants contained herein constitute good and valuable consideration supporting this Lease and that no additional rental payments shall be required.

ARTICLE V - MAINTENANCE, IMPROVEMENT, AND CAPITAL INVESTMENT

As material consideration supporting this Lease and in exchange for the City's agreement to lease the Leased Premises for a fifty (50) year term without monetary rental, the School District agrees that throughout the Lease Term it shall preserve, maintain, repair, renovate, improve, equip, and operate the Leased Premises in a manner consistent with first-class school and community athletic facilities.

The parties acknowledge that the School District anticipates making continuing investments in the Leased Premises during the Lease Term, including repairs, renovations, equipment acquisitions, accessibility improvements, safety improvements, infrastructure improvements, athletic improvements, and other capital improvements as funding becomes available and educational needs require. The amount, timing, nature, and priority of such improvements shall be determined by the School District in the exercise of its reasonable discretion, subject to annual appropriations and applicable law.

The School District acknowledges that it is the City's expectation that the School District will continue to make reasonable capital investments in the Leased Premises throughout the Lease Term sufficient to preserve and enhance the facilities for school, youth, and community recreational use. The parties acknowledge that this statement expresses their mutual expectations and objectives and is not intended to establish a minimum annual expenditure requirement or a fixed capital investment obligation.

The School District shall not commit waste, permit unreasonable deterioration of the Leased Premises, or fail to maintain the facilities in a safe, attractive, and functional condition consistent with comparable school athletic facilities in Oklahoma.

All permanent improvements, fixtures, structures, utility systems, lighting systems, fencing, scoreboards, drainage systems, parking improvements, sidewalks, landscaping improvements, bleachers, dugouts, concession facilities, restroom facilities, and similar improvements shall immediately become the property of the City upon installation and shall remain with the property upon expiration or termination of this Lease. Without limitation of the foregoing, any building, structure, restroom facility, concession facility, press box, scoreboard structure, storage facility, or other permanent improvement constructed during the Lease Term shall immediately become the property of the City upon construction and shall not be removed by the School District except with the prior written consent of the City.

No mechanic's lien, materialman's lien, or other encumbrance shall attach to the City's ownership interest in the Leased Premises.

ARTICLE VI - UTILITIES AND OPERATING EXPENSES

The School District shall be solely responsible for all utilities and operating expenses associated with the Leased Premises, including but not limited to electrical service, water service, sewer service, trash service, internet service, irrigation costs, lighting costs, and all other operational expenses arising from use of the property. The School District shall timely pay all such expenses and shall indemnify and hold harmless the City from any claims, liens, penalties, or service interruptions arising from nonpayment.

ARTICLE VII - MAINTENANCE AND REPAIR OBLIGATIONS

The School District shall maintain the Leased Premises in a clean, safe, sanitary, operable, attractive, and first-class condition reasonably comparable to other well-maintained public school athletic facilities of similar size and character within the State of Oklahoma. The School District shall be responsible for routine and non-routine maintenance, including but not limited to mowing, weed control, irrigation, infield preparation, trash removal, restroom maintenance, fencing repair, lighting maintenance, pest control, painting, cleaning, drainage maintenance, and repair of ordinary wear and damage arising from use of the facilities. The School District shall not commit or permit waste upon the Leased Premises. The City reserves the right to inspect the Leased Premises at reasonable times to ensure compliance with this Agreement. In the event the School District fails to properly maintain the property after written notice and reasonable opportunity to cure, the City may perform necessary maintenance and assess the cost thereof to the School District.

ARTICLE VIII - PUBLIC ACCESS AND COMMUNITY USE

The parties acknowledge that the Leased Premises constitute important public recreational facilities for the citizens of the City of Geary and surrounding communities. The School District shall permit reasonable community recreational use of the Leased Premises when such use does not materially interfere with scheduled school activities, maintenance operations, or safety considerations. The School District specifically agrees to reasonably accommodate youth baseball programs, youth softball programs, summer recreational leagues, community athletic events, and similar public recreational uses. The School District shall not unreasonably deny access to community recreational organizations approved by the City. Such usage may be pursuant to reasonable written rules and regulations applicable to all entities using the facilities but no rental shall be required or imposed. The party conducting the event shall restore the premises to substantially the same condition existing prior to the event.

The School District shall not charge any rental fee, facility fee, or other charge to the City or any City-approved youth, civic, charitable, or community organization utilizing the Leased Premises pursuant to this Article.

ARTICLE IX - CITY RESERVED USE RIGHTS

The City expressly reserves the right to utilize the Leased Premises for municipal, civic, recreational, emergency, cultural, charitable, or community events upon reasonable notice to the School District. Such events may include, but are not limited to, tournaments, festivals, concerts, community celebrations, public gatherings, emergency staging operations, charitable events, civic ceremonies, and other public functions deemed appropriate by the City. The parties shall cooperate in scheduling such events so as to minimize interference with school activities while preserving the City's continuing right to utilize its public property for municipal and community purposes. Nothing contained herein shall be construed as granting the School District exclusive possession of the Leased Premises. The City expressly reserves the continuing right to utilize the Leased Premises for municipal, civic, charitable, recreational, educational, emergency, and community purposes.

ARTICLE X- SCHEDULING AND PRIORITY OF USE

The School District shall designate a scheduling coordinator responsible for maintaining and coordinating all schedules relating to use of the Leased Premises. In scheduling use of the facilities, the parties acknowledge that the Leased Premises remain public recreational property intended to serve both educational and community purposes. Accordingly, priority of use shall generally be afforded first to emergency governmental operations and public safety needs, followed by City-sponsored events, School District athletic and extracurricular activities, City-approved youth recreational leagues, and other community recreational uses. The City and School District shall cooperate in good faith to coordinate scheduling and minimize conflicts, with the mutual objective of maximizing both educational and community access to the facilities. Upon request, the School District shall provide the City with current schedules and reasonable advance notice of significant events or activities planned for the Leased Premises.

ARTICLE XI- INSURANCE

The School District shall maintain throughout the term of this Agreement comprehensive general liability insurance, workers' compensation insurance, participant liability coverage, and such other insurance as reasonably necessary to protect against risks arising from use and operation of the Leased Premises. The City shall be named as an additional insured on all applicable liability policies, excepting workers' compensation policies. Evidence of insurance coverage shall be furnished to the City annually.

ARTICLE XII – INDEMNIFICATION

To the extent permitted by Oklahoma law, the School District agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, and representatives from claims, damages, losses, liabilities, costs, or expenses arising from the School District's use, operation, maintenance, or occupancy of the Leased Premises. Nothing contained herein shall be construed as a waiver of any rights, immunities, defenses, or limitations available under the Oklahoma Governmental Tort Claims Act.

ARTICLE XIII - COMPLIANCE WITH LAW

The School District shall comply with all applicable federal, state, and local laws, ordinances, regulations, safety standards, and accessibility requirements applicable to the Leased Premises and activities conducted thereon. The School District shall be responsible for obtaining any permits or approvals necessary for its operations or improvements.

ARTICLE XIV - FACILITY IMPROVEMENTS, AND MISCELLANEOUS PROVISIONS

The City shall have the right, upon reasonable notice, to inspect the Leased Premises and to review the annual reports required by this Agreement for the purpose of confirming compliance with the terms of this Lease.

The School District shall not permit hazardous substances, petroleum products, pesticides, herbicides, fertilizers, chemicals, or regulated materials to be improperly stored, released, discharged, or disposed of upon the Leased Premises and shall comply with all applicable environmental laws and regulations relating to the handling and use of such materials.

The School District shall maintain all spectator facilities, bleachers, seating areas, walkways, fencing, lighting systems, and related improvements in a reasonably safe condition and in compliance with applicable safety requirements.

No mechanic's lien, materialman's lien, or other encumbrance arising from work performed by or on behalf of the School District shall attach to or impair the City's ownership interest in the Leased Premises. The School District shall promptly discharge any such claim and shall indemnify and hold harmless the City from any loss, cost, or expense arising therefrom.

The City and its officers, employees, agents, contractors, utility providers, emergency personnel, and governmental representatives shall retain access to the Leased Premises at all reasonable times for purposes of inspection, maintenance, utility services, public safety, emergency response, and the exercise of the City's rights and obligations under this Lease.

The School District shall make reasonable efforts to preserve historically significant structures and features located upon the Leased Premises. No demolition of existing permanent structures shall occur without prior approval of the City Council.

ARTICLE XV – ANNUAL REPORT OF MAINTENANCE AND IMPROVEMENTS

On or before July 31 of each year during the term of this Lease, the School District shall provide the City with a brief written report concerning the condition, maintenance, operation, and improvement of the Leased Premises during the preceding lease year. The report shall include:

- (a) a summary of routine and significant maintenance performed upon the Leased Premises;

- (b) a description of any repairs, renovations, equipment acquisitions, accessibility improvements, safety improvements, or capital improvements completed during the preceding year;
- (c) a summary of any significant projects anticipated or planned for the upcoming lease year, to the extent known;
- (d) confirmation that the insurance required by this Lease remains in effect; and
- (e) such other information concerning the general condition or operation of the Leased Premises as the City may reasonably request.

The purpose of the annual report is to keep the City reasonably informed concerning the condition, maintenance, preservation, and continued improvement of the Leased Premises and is not intended to require a detailed accounting of the School District's expenditures or budgeting process. Failure to provide the annual report within thirty (30) days after written notice from the City shall constitute a default under this Lease.

ARTICLE XVI - NO ASSIGNMENT OR SUBLEASE

The School District shall not assign this Agreement or sublease any portion of the Leased Premises without prior written approval of the City; provided, however, that the School District may permit use by booster clubs, school organizations, youth athletic organizations, and community organizations consistent with this Lease without such use being deemed a sublease.

ARTICLE XVII - DEFAULT AND TERMINATION

In the event either party materially breaches this Agreement, the non-breaching party shall provide written notice specifying the nature of the default. Unless otherwise expressly provided herein, the defaulting party shall have thirty (30) days after receipt of such notice to cure the default; provided, however, that if the nature of the default reasonably requires additional time to cure, the defaulting party shall promptly commence corrective action and thereafter diligently pursue such cure to completion.

Without limiting the foregoing, the following shall constitute material defaults by the School District: (a) abandonment of the Leased Premises; (b) unlawful use of the Leased Premises; (c) maintenance of dangerous conditions upon the Leased Premises; (d) repeated denial of public access required under this Agreement; (e) repeated failure to maintain the Leased Premises as required herein; (f) failure to maintain insurance required by this Agreement; or (g) failure to provide the annual reports required by Article XVI.

Notwithstanding the foregoing cure provisions, the City may immediately terminate this Agreement in the event of abandonment of the Leased Premises, unlawful use of the Leased Premises, or the existence of conditions posing an immediate threat to public health or safety.

Upon the occurrence of any material default that remains uncured following expiration of the applicable cure period, the City may terminate this Lease, recover immediate possession of the

Leased Premises, and pursue any other remedy available at law or in equity. The rights and remedies provided herein shall be cumulative and not exclusive.

ARTICLE XVIII - CONDITION UPON TERMINATION

Upon expiration or termination of this Agreement, the School District shall surrender the Leased Premises to the City in good condition and repair, and in a condition equal to or better than the condition existing at commencement of the Lease Term, ordinary wear and tear excepted. All permanent improvements shall remain with the property and become or remain the property of the City. The School District shall remove personal property and equipment not permanently affixed to the property within thirty (30) days following termination unless otherwise agreed by the parties.

If the School District ceases utilizing the Leased Premises for educational, athletic, recreational, or community purposes for a period exceeding twenty-four (24) consecutive months, the Lease shall be deemed abandoned and the City may immediately terminate this Lease and recover possession of the Leased Premises.

ARTICLE XIX - NO WAIVER

Failure of either party to enforce any provision of this Agreement shall not constitute waiver of future enforcement of the same or any other provision.

ARTICLE XX - ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations or agreements concerning the subject matter herein. Any amendment to this Agreement must be in writing and approved by both parties.

ARTICLE XXI- GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Oklahoma. Venue for any action arising hereunder shall lie exclusively in Blaine County, Oklahoma.

ARTICLE XXII- CALAMITY

In the event of a calamity which destroys or causes substantial destruction to the Leased Premises, the parties shall meet and confer and determine how best to proceed. Any insurance proceeds received by either party arising from damage to the Leased Premises shall be used first for restoration and repair of the Leased Premises unless the parties otherwise agree in writing. If restoration is not commenced within twelve (12) months following the casualty, either party may terminate this Lease upon written notice. Neither party shall be obligated to restore the Leased Premises if restoration is prohibited by law, insurance proceeds are unavailable or insufficient, or the parties mutually determine that restoration is no longer economically or operationally feasible.

ARTICLE XXIII – NONDISCRIMINATION

The City and the School District shall comply with all applicable federal and state laws prohibiting discrimination. In the use, operation, maintenance, scheduling, and administration of the Leased Premises, neither party shall discriminate against any person on the basis of race, color, national origin, sex, religion, age, disability, or any other classification protected by applicable law.

The School District shall make reasonable efforts to ensure that programs, activities, and events conducted upon the Leased Premises are administered in a manner consistent with applicable nondiscrimination requirements and accessibility laws, including the Americans with Disabilities Act, as applicable.

Nothing contained herein shall be construed to create any rights or causes of action beyond those otherwise provided by applicable law.

ARTICLE XXIV – NOTICES

Any notice, demand, request, approval, consent, or other communication required or permitted under this Agreement shall be in writing and shall be deemed given when personally delivered, when transmitted by electronic mail with confirmation of transmission, or three (3) business days after being deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows:

If to the City:
City Clerk
City of Geary
P.O. Box 38
Geary, Oklahoma 73040

With a copy to:
Town Attorney
Oklahoma Municipal Law, PLLC
801 Hoover Street
Norman, Oklahoma 73072

If to the School District:
Superintendent
Geary Public Schools
220 West Main Street
Geary, Oklahoma 73040

or to such other address as either party may designate by written notice provided in accordance with this Article. Notice to legal counsel shall be courtesy notice only and shall not constitute notice to the party represented by such counsel unless expressly provided otherwise herein.

ARTICLE XXV - AUTHORITY TO EXECUTE

Each party represents and warrants that it has obtained all approvals, authorizations, resolutions, and actions necessary to authorize the execution, delivery, and performance of this Agreement and that the individuals executing this Agreement are fully authorized to bind the respective party.

ARTICLE XXVI- MEMORANDUM OF LEASE

The parties acknowledge that this Lease creates a long-term leasehold interest affecting real property. Upon the request of either party, the parties shall execute a Memorandum of Lease in recordable form setting forth the names of the parties, the legal description of the Leased Premises, the term of the Lease, and such other information as the parties may deem appropriate. The Memorandum of Lease may be recorded in the office of the Blaine County Clerk at the request and expense of either party. The parties agree to execute any additional documents reasonably necessary to effectuate the recording of such Memorandum of Lease.

CITY OF GEARY, OKLAHOMA

ATTEST

SEAL

Lois Hicks, Mayor

Diana Bryan

Dated this ___ day of July 2026.

GEARY PUBLIC SCHOOLS

By: _____ CHAIRMAN