

**PLEASE READ CAREFULLY**

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATION OF THE TERMS THEREOF:

**CABIN SITE LEASE**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, \_\_\_\_\_ and

\_\_\_\_\_ of \_\_\_\_\_ and

\_\_\_\_\_ of \_\_\_\_\_, PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \_\_\_\_\_ Dollars per year, the receipt of the first year's rental is hereby acknowledged, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

\_\_\_\_\_  
\_\_\_\_\_

TO HAVE AND TO HOLD SAME UNTO the second party for a term of five (5) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party the sum of \_\_\_\_\_ Dollars per year as an annual rental for said premises, payable yearly in advance.

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of five (5) years under the same terms and conditions herein provided, except yearly rental and transfer fees at such time shall be that as then provided by ordinance.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is hereby established and set aside around the entire shore of said lake a strip of land twenty-five (25) feet in width extending back from the high water line of said lake (elevation 1073.5), for the use and

benefit of the public, and no lessee of any lot shall fence off said land or interfere with any person in the use of same. The boundary line of all lots shall be twenty-five (25) feet back of the high water line, except lessee may maintain and use boat house and docks herein provided.

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 of the Code of the City of Shawnee, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house or boat dock.

That the lessee agrees to lease the premises AS IS from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road's completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. **The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.**

That should the lessee construct any building or other structure, said construction will be in accordance to the lessor's Building Code. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City Inspector's Office.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED**

**PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected once a year by staff of the City of Shawnee to determine whether such system is safe and in good working order. Should the City staff determine that such system is defective; the City will notify the leaseholder that the system requires correction to be paid for by the leaseholder. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of Fifty (\$50.00) Dollars to be paid by the seller to the City prior to said transfer.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within thirty (30) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

That the City of Shawnee may at any time during the term of any lease as above set forth, cancel the same for violation by the lessee of any of the terms of said lease or for the violation of any rules, regulations or ordinances now in force or that may hereafter be adopted by the City of Shawnee upon ten (10) days notice to the lessee by mailing a copy of said notice to lessee at his or her last known address.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding Two Hundred Dollars (\$200.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA  
A Municipal Corporation,

BY: \_\_\_\_\_  
MAYOR  
PARTY OF THE FIRST PART

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
PARTY OF THE SECOND PART

\_\_\_\_\_  
PARTY OF THE SECOND PART