Outlook

RE: City of Clinton - welcome center

From jarrett@ramsinc.com <jarrett@ramsinc.com>
Date Fri 7/17/2026 2:28 PM
To Robert Johnston <Robert.Johnston@clintonok.gov>; 'Adam Edge' <adam@ocraprojects.com>; 'Luke Adams' <ladams@ohara-adams.com>
Cc 'RAMS' <propertyservices@ramsinc.com>; 'Laci Bryant' <lacibryant@farmrail.com>; 'Devin Martin' <devinmartin@farmrail.com>

2 attachments (7 MB)
FRMC-260704 Land Lease - City of Clinton.docx; FRMC-260704 Land Lease - City of Clinton.pdf;

Robert:

Please see the attached Land lease Agreement (FMRC-260704) for the city's use of Farmrail ROW for a parking lot and beautification along RT 66 in Clinton, OK. This Agreement will be valid for a period of 10 years with two 5-year renewals or goes year to year. The Railroad will also have the right to full use of its property should they ever need it for operations expansion. We ask that you review the Agreement and if agreeable to the terms, please sign in blue ink returning a color scan or digitally. We will then execute and send an original to you for your records.

We do still need to receive the $2,000 all-in fee if you can update me on that as well.

Sincerely,

Jarrett K. Mankin
Property Services Agent
on behalf of Farmrail System, Inc.
904.448.6344 | **ramsinc.com**

From: Robert Johnston <Robert.Johnston@clintonok.gov>
Sent: Wednesday, July 1, 2026 3:29 PM
To: jarrett@ramsinc.com; 'Adam Edge' <adam@ocraprojects.com>; 'Luke Adams' <ladams@ohara-adams.com>
Cc: 'RAMS' <propertyservices@ramsinc.com>; 'Laci Bryant' <lacibryant@farmrail.com>; 'Devin Martin' <devinmartin@farmrail.com>
Subject: Re: FW: FW: [EXTERNAL] Re:

I have completed the information that I have.

LAND LEASE AGREEMENT

THIS LEASE, made this 6th day of **July 2026**, (**Effective Date**), by and between **Farmrail Corporation**, whose mailing address is **P.O. Box 1750, Clinton, OK 73601**, hereinafter called **"Railroad"**, and **City of Clinton**, whose mailing address is **415 Gary Blvd, Clinton, OK 73601,** hereinafter called **"Lessee"**,

WITNESSETH:

WHEREAS, for and in consideration hereinafter agreed by Lessee, and for the covenants and agreements herein to be kept and performed by Lessee, Railroad hereby leases unto Lessee, solely for the purpose herein expressed, certain vacant and/or unimproved land, owned by Railroad, referred to hereinafter as the **"Premises"**, in **Clinton, Custer County, State of Oklahoma** located near railroad **Milepost 680.70** as indicated on map depictions marked **Exhibit A**, attached hereto and hereby made part hereof.

1. USE:

   1.1 Lessee shall use and maintain approximately 11,250 square feet of railroad property to be used as a public parking lot, ingress/ egress and for beautification, hereinafter called "Premises", as identified on Exhibit A.

2. FEES:

   2.1 Lessee will pay a one-time contract preparation and administration fee of **Two Thousand U.S. Dollars ($2,000).**

3. TAXES ON LESSEE'S PROPERTY:

   3.1 Lessee shall pay the full amount of any and all taxes – Federal, State, County, Municipal and Special – levied or assessed on the Premises. All necessary payment, listing and other duties in connection with the taxation of said Premises shall be performed by Lessee.

   3.2 If taxes on said Premises are levied against and paid by Railroad, Lessee shall reimburse Railroad for the full amount thereof as additional rental within thirty (30) days after presentation of bills from Railroad therefor.

4. TERM:

   4.1 This Lease shall become effective as of the date above and shall continue in effect thereafter for a period of ten (10) years, the "**Initial Term**". Once the Initial Term has expired, by Lessee's ninety (90) day notice to and written acceptance by Railroad, this Lease may be renewed by either party for two (2) successive renewal terms of five (5) years each, the "**Renewal Term**". In order for any one Renewal Term to put into effect, both parties must agree in writing to such renewal of this Lease.

   4.2 After the Initial Term, without the first successive Renewal Term having been exercised, or by the ending of the second Renewal Term, this Lease will continue year to year unless and until terminated by thirty (30) days written notice by registered or certified mail from either party to the other. This Lease will also be immediately revocable upon Lessee's default and failure to comply with the terms and conditions of this Lease.

5. APPROVAL OF PLANS, MAINTENANCE, REPAIRS:

5.1 Lessee shall not make, or permit to be made, any building, structure, signage, advertisement, improvements or alterations on or to the Premises without the prior written approval and consent of Railroad. Lessee shall provide Railroad with detailed plans and specifications for any such structures, etc., for approval and consent.

5.2 All work by Lessee or Lessee's contractors pursuant to this Lease shall be performed in good and workmanlike manner and in compliance with all applicable code provisions.

5.3 All consents or approvals of Railroad as to construction, alteration or clearance plans, or standards of satisfaction of Railroad required hereunder, shall be secured from Railroad at the address above, or Railroad's designated representative, unless otherwise provided herein or by separate notice.

5.4 All other notices or written proofs, advice, etc. required hereunder to be given to Railroad shall be addressed to Railroad at the address above, unless otherwise provided herein or by separate notice.

5.5 Neither the approval by Railroad of any improvements or installations made by Lessee or Lessee's contractor, nor the failure of Railroad to object to any work done, any material used, or the method of construction installation, shall be construed as an admission of responsibility by Railroad or as a waiver of any of Lessee's obligations under this Lease.

6. TRACK CLEARANCE:

6.1 Lessee shall not erect or place or allow to be erected or placed any structures, fixtures or obstructions of any kind (including parked vehicles), either temporary or permanent, on or over the Premises, within twenty-two feet (22') horizontally of the centerline of the nearest track over which Railroad operates, unless a lesser clearance is provided for on said attached plan or the written consent of Railroad that shall hereafter be obtained. Nothing herein shall be construed to permit any clearance less than the minimum required by any applicable law or regulation.

6.2 This Lease does not grant ingress and egress access or temporary and/ or permanent installations, either by person, structure or vehicle, over Lessee's railroad tracks, ties or operating roadbed within 22' from centerline, except at existing private road crossing.

6.3 All under track installations shall be permitted as provided in Article 9 and constructed and maintained in a manner satisfactory to Railroad. All wires suspended over any tracks shall be placed and maintained only at the elevations and in accordance with the standards prescribed by the National Electric Safety Code (NESC). Any revenues arising from any such installations shall be solely for the benefit of Railroad.

7. PERMITS, ORDINANCES, REGULATIONS, ETC.:

7.1 Lessee, at Lessee's sole cost and expense, shall secure all necessary permits, including but not limited to zoning, building, construction, health, safety or environmental matters, letters or certificates of approval. Lessee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permits, approvals and authorizations, and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any Federal, State, County, or Local governmental authority having jurisdiction over the Premises or Lessee's use thereof.

7.2 Lessee assumes all liability for failure to so comply or to secure necessary permits and shall further defend, indemnify and hold Railroad harmless from any violation, penalty, levy, fine, assessment or charge, however denominated, and all costs of defense of compliance with any citation, summons, order or violation notices, including any such citation, order, etc. issued after termination of this Lease for any act, omission or event occurring during the Lease term.

7.3 Lessee shall provide Railroad with copies of any permits or authorizations Lessee obtains in compliance with any laws, ordinances, codes or regulations applicable to the prevention or control of discharge of pollutants or contaminants into the environment (land, water or air) in connection with Lessee's use of the Premises. Lessee shall also promptly provide Railroad with a copy of any notice served upon Lessee from/by any governmental authority claiming violations of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any work, construction, alteration or installation on or in connection with the Premises in order to comply with any such law, ordinance, code or regulation.

8. DRAINAGE:

8.1 If the Premises, or any portion thereof, is part of Railroad's drainage facilities for railroad corridor or right-of-way, Lessee, during the continuance of this Lease, shall maintain any segment of Railroad's railroad drainage facilities located within the limits of Premises and make proper accommodations that water flow away from Railroad's track structures.

9. SERVICES UTILITIES:

9.1 Railroad will be under no obligation to furnish the Premises with electricity or other utility services and supplies that may be necessary or desirable in connection with Lessee's use and occupancy of the Premises. Lessee shall contract directly with any utility company for such services and supplies, and Lessee shall pay for the same directly, and shall defend, indemnify and hold Railroad harmless from such costs or expenses, and shall reimburse Railroad as additional rent any costs of, or charges for, such utilities paid by Railroad.

9.2 Except as provided in Article 10, Lessee shall not use, for utility lines or otherwise, any property of Railroad other than the Premises without first obtaining Railroad's prior written consent and complying with all requirements of Railroad applicable thereto. Utility company that Lessee contacts to provide such service shall obtain application and permit requests directly from Railroad.

10. PIPELINES AND WIRELINES:

10.1 Railroad reserves the right at all times to maintain existing and/or construct new, and to permit others to maintain and/or construct, overhead and/or underground pipelines and/or wirelines upon or across the Premises, and to use, repair, renew and remove the same.

10.2 However, Lessee shall be responsible for verification of location of all utilities and for coordination of any construction or excavation by Lessee with the owner of such pipelines or wirelines.

10.3 Any pipeline and/or wireline of Lessee crossing under or over tracks or right-of-way of Railroad must be covered separately by Railroad's standard pipeline and/or wireline agreements.

11. CLAIM OF TITLE:

11.1 Lessee shall not at any time own or claim any right, title or interest in or to the Premises, nor shall the exercise of this Lease for any length of time give rise to any right, title or interest in or to the Premises, other than the leasehold herein created.

12. LIENS:

12.1 Lessee is specifically denied the right, authority or power to create a lien upon the Premises or any title interest or portion thereof under any lien law or otherwise, and shall so specify in all contracts let by Lessee for any construction, erection, installation, alteration, maintenance or repair of any building or other improvement on the Premises.

12.2 Lessee shall pay all debts incurred to, and shall satisfy all liens of contractors, subcontractors, mechanics, laborers and material suppliers arising from any construction, alteration, maintenance and/or repair on and to the Premises and any improvements thereon, whether by or at the direction of Lessee, and shall indemnify, defend and hold Railroad harmless against all legal costs and charges, including reasonable counsel fees, in any suit involving any lien, the enforcement or removal thereof, or encumbrance caused by the same, with respect to the Premises or any part thereof.

13. TERMINATION, REMOVAL, COSTS:

13.1 All rights which Lessee may have hereunder shall cease and end upon the date of (a) termination, (b) revocation, and/or (c) upon vacation of the Premises by notice to Railroad. However, termination or revocation of this Lease shall not affect any claims and liabilities which may have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third-party defenses or actions

13.2 Upon termination of this Lease, by expiration of term or any reason, Lessee shall vacate said Premises and remove therefrom all structures, other improvements and contents thereof, placed thereon by Lessee or which were located thereon as of the first day of this Lease (other than buildings, structures, tracks, other track materials, rail facilities and/or improvements designated by Railroad as owned by Railroad), all at Lessee's sole risk, cost and expense. Lessee shall clear all debris resulting from such removal and shall clear and restore said Premises to a condition satisfactory to Railroad. Such removal shall include the removal of all structures and facilities whether on the surface or underground to ground level, and the filling of all excavations and holes, which shall be tamped, compacted and graded uniformly.

13.3 Lessee shall complete such vacation and removal within sixty (60) days after the termination or expiration of said Lease.

13.4 Upon failure of Lessee to effect such removal, all structures and improvements and contents thereof may, at the option of Railroad, be considered and treated as having been abandoned by Lessee, and upon the written exercise of such option by Railroad, the ownership of same shall be considered surrendered to Railroad.

13.5 Upon failure of Lessee to completely remove all such structures, other improvements or contents thereof, ownership of which, under the above option, did not pass to Railroad, and Lessee's failure to restore said Premises to a condition satisfactory to Railroad, as provided herein, Railroad may remove all structures or improvements, and contents and debris, and restore said Premises to the condition aforesaid, at the sole risk, cost and expense of Lessee, which cost and expense Lessee hereby agrees to pay to Railroad on demand.

13.6 At the sole option of Railroad, at or after termination, Railroad may obtain, at Lessee's cost, the service of an independent, qualified consultant and state-approved laboratory to sample and test any visibly contaminated area of the Premises to ensure that the Premises are returned to Railroad reasonably free from pollution-induced conditions. However, failure by Railroad to sample and/or test shall not be construed as a waiver of any claim established by law, or of any other provision or condition of this Lease.

14. RISK, LIABILITY, INDEMNITY:

14.1 Lessee hereby assumes, and releases and waives any right to ask for or demand damages for or on account of, and agrees to protect, save harmless, defend and indemnify Railroad from and against all claims and liability for:

(A) all loss and damage to any property whatsoever, including property of Lessee, property of Railroad and of all other persons whomsoever, placed or stored upon the Premises and the loss of or interference with any use or service thereof;

(B) all loss and damage on account of injury to or death of any person whomsoever, including but not limited to employees and patrons of the parties hereto and all other persons whomsoever on the Premises;

(C) all consequential loss or damage occurring off the Premises but arising from acts or events on the Premises; and

(D) all costs and expense thereof, including reasonable attorneys' fees and court costs;

caused by, arising out of or resulting in any manner from the condition, existence, use or occupancy of the Premises and any adjoining lands used by Lessee, regardless of cause and except when caused by, arising out of or resulting from any fault, failure or negligence of Railroad or otherwise.

14.2 Notwithstanding any other provisions herein, Lessee agrees to defend, indemnify and hold Railroad harmless from all claims, costs and expenses, including reasonable attorneys' fees and costs, as a consequence of any incident resulting in the pollution of air, water, land and/or ground water arising from or in connection with this Lease or Lessee's use of the Premises or property adjacent to the Premises, including any claim or liability arising under federal or state law dealing with the pollution of air, water, land and/or ground water or the remedy thereof or from Lessee's failure to secure and comply with permits required under Article 7 hereof.

15. RAILROAD:

15.1 The term "Railroad" shall include any other company or companies whose property at the aforesaid location may be leased or operated by Railroad.

15.2 All obligations of Lessee under this Lease to release, defend, indemnify and hold Railroad harmless shall also extend to officers, agents and employees of Railroad, and to companies and other legal entities that control, are controlled by, are subsidiaries of, or are affiliated with, Railroad, and respective officers, agents and employees of such companies or entities.

16. NOTICE:

16.1 Lessee shall give Railroad at least five (5) days written notice before doing any work of any character hereunder on Railroad's property, except that in cases of emergency shorter notice may be given to Railroad. Such notice shall be sent or delivered to:

Farmrail Corporation
P.O. Box 1750
Clinton, OK 73601
(580) 323-1234
Attn: Laci Bryant

With a copy to:

RAMS, Inc.
1629 Race Track Rd. Suite 206
St. John's, FL 32259
(904) 448-6344
Attn: Jarrett Mankin

16.2 In addition to the five (5) days written notice, prior to entering the Railroad's property, Lessee will provide daily notification to Mr. Devin Martin, General Manager of Operations at:

Office Phone: (580) 323-1234
Cell Phone: (580) 547-9190
Email: devinmartin@farmrail.com

Such notification must be acknowledged and permission received from the Railroad in each instance that Lessee will occupy Railroad's property for any reason or cause.

16.3 All other notices and communications concerning this Agreement shall be addressed to Lessee and to Railroad at the address first written above, or at such other address as either party may designate in writing to the other.

16.4 All notices under this Section 16 shall be in writing and sent via certified mail or email record of any such receipt or approval given.

17. INSURANCE, LIABILITY, CONTRACT, ETC.:

17.1 As a condition of occupation or use of the Premises for the permitted use, Lessee will add Railroad to its existing Public Liability or Commercial Liability Insurance, or Lessee shall procure, and shall also maintain during continuance of this Lease, at its sole cost and expense, a policy of Public Liability or Commercial Liability Insurance, naming Lessee as insured and Railroad as additional insured, covering liability under this Lease. Coverage of not less than **Three Million U.S. Dollars ($3,000,000)** Combined Single Limit per occurrence for bodily injury and property damage is recommended as a prudent minimum to protect Lessee's assumed obligations hereunder. If said policy does not automatically cover Lessee's contractual liability under this Lease, a specific endorsement adding such coverage shall be purchased by Lessee. If said policy is written on a "claims made" basis instead of an "occurrence" basis, Lessee shall arrange for adequate time for reporting losses. Failure to do so shall be at Lessee's sole risk.

17.2 Licensee shall also carry Environmental Legal Liability insurance including coverage with a combined single limit of $5,000,000 each occurrence and an aggregate limit of at least $5,000,000 for bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense or settlement of claims or compliance with applicable statutes, all in connection with any loss arising from the insured's performance under this Agreement

17.3 If Lessee contracts for new construction or structural alteration to the Premises, Lessee shall provide or shall cause its contractors to provide, prior to commencement of any construction activity, and maintain during the period of construction and all related activities, at no cost to Railroad, a policy of Owner's Protective Liability Insurance designating Railroad as insured, with a limit of not less than **Three Million U.S. Dollars ($3,000,000)** Combined Single Limit per occurrence for all bodily injury and property damage liability. If the construction or alterations involve an exposure to train operations on tracks of Railroad, the insurance shall be written on the ISO/RIMA Form (ISO Form CG-00-35, or current) of Railroad Protective Insurance, with Pollution Exclusion Amendment (ISO Endorsement No. CG-28-31), having a limit of not less than **Three Million U.S. Dollars ($3,000,000)** Combined Single Limit per occurrence for bodily injury and property damage during each annual policy period. The original protective liability policy shall be submitted to and approved by Railroad, at the address above prior to commencement of the construction or alteration.

17.4 Railroad may at any time request evidence of insurance purchased by Lessee to meet requirements of this Article, and may demand that Lessee purchase insurance deemed adequate by Railroad, but not to exceed the limits of this Article. Failure of Lessee to comply within thirty (30) days of Railroad's demand shall be a default subject to termination provisions of Article 13. Furnishing of insurance by Lessee shall not limit Lessee's liability under this Lease but shall be additional security therefor.

18. BREACH WAIVER:

18.1 No waiver by Railroad of any breach of any covenant, condition or agreement herein contained shall operate as a permanent waiver of such covenant, condition or agreement itself, or of any subsequent breach thereof.

18.2 If Railroad shall institute collection or litigation proceedings, and a compromise or settlement thereof shall be made, the same shall not constitute a permanent or general waiver of any covenant herein contained nor of any of Railroad's rights hereunder unless so expressed in writing by Railroad. No re-entry by Railroad after a breach shall be considered an acceptance of a surrender of this Lease, unless so expressed by Railroad in writing.

18. SUCCESSORS AND ASSIGNS, LIMITS ON TRANSFER, SUBLEASE OR AGREEMENT:

18.1 The rights herein conferred are the privilege of Lessee only, and Lessee shall obtain Railroad's prior written consent to any assignment of Lessee's interest herein, which consent shall not be unreasonably withheld.

18.2 Subject to Section 18.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, or heirs, legal representatives and assigns, as the case may be.

18.3 Lessee shall give Railroad written notice of any legal succession (by merger, amalgamation, consolidation, reorganization, etc.) or other change of legal existence or status of Lessee, with a copy of all documents attesting to such change or legal

succession, within thirty (30) days thereof. Any change of legal existence, including a name change, of Lessee will be acknowledged by the assignment of this Agreement or a new Agreement prepared to provide for the continuation of this license and permit.

18.4 Railroad expressly reserves the right to assign this Agreement, in whole or in part, to any grantee or vendee of Railroad's underlying property interests in the Premises, upon notice thereof to Lessee.

18.5 In the event of any unauthorized sale, transfer, assignment, sublease or encumbrance of this Agreement, or any of the rights and privileges hereunder, Railroad, at its option, may revoke this Agreement at any time within six (6) months after such sale, transfer, etc., by giving Lessee or any such assignee written notice of such revocation; and Lessee shall reimburse Railroad for any loss, cost or expense Railroad may incur as a result of Lessee's failure to obtain said written consent.

18.6 In the event of sale or other conveyance by Railroad of its right-of-way, across, under or over, which the Premises are located, Railroad's conveyance shall be made subject to the right of Lessee to continue to occupy the Premises on the specific right-of-way, and to operate, maintain, repair, renew, use, alter or change thereon and to remove therefrom the facilities of Lessee, subject to all other terms of this Agreement.

19. MISCELLANEOUS:

19.1 This Lease is executed by all parties under current interpretation of any and all applicable Federal, State, County, Municipal, or other local statute, ordinance, or law. Further, each and every separate division, paragraph, clause, item, term, condition, covenant or agreement herein contained shall have independent and severable status from each other separate division, or combination thereof, for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or determination shall have no effect upon the validity or enforceability of each and every other separate division contained, or any other combination thereof.

19.2 This Lease shall cancel and supersede any former lease agreement or understanding either spoken or written.

(remainder of this page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed, in duplicate or digitally, as of the day and year first above written.

Witness for Railroad:

_____

Farmrail Corporation

By: _____
Jarrett Mankin
Director - Real Estate

Witness for Licensee:

_____

City of Clinton

By: _____

Name: _____

Title: _____