

Landowner Agreement

Parties: This Landowner Agreement ("Agreement") is entered into on 10-24-2025, by Stillwater Schools and between:

User: Nabholz Construction Corporation, 3301 N 2nd St, Rogers, AR 72756

Nick Pierce 913-708-1561

Landowner: Stillwater School District

Bo Gamble 405-707-5035, bgamble@stillwaterschools.com

Background: The Landowner owns the property located at 36.17478190977142, -97.04716236556212

Purpose: The User desires to use a portion of the Landowner's property to store construction equipment and materials.

Terms and Conditions:

1. **Location and Use:** The Landowner grants the User the right to use a designated portion of the lot located at 36.17478190977142, -97.04716236556212. The designated use will be to store construction equipment and materials to be used on the Stillwater Offsite Infrastructure Improvements Project. Nabholz proposes to improve the property's drainage utilizing excess material from construction activities and installing a gravel lot to be left in place at the end of the project.
2. **Duration:** The User's use of the designated portion of the property shall commence on 11/03/2025 and end on 03/31/2027
3. **Condition of Return:** Upon cessation of use, the User agrees to return the designated portion of the property to the Landowner in a condition that is similar to its condition at the commencement of the Agreement with exception of the gravel lot, which will remain, with reasonable wear and tear excepted during use as construction equipment parking being acceptable.
4. **Access and Maintenance:** The User shall ensure that any vehicles or equipment used in conjunction with the construction equipment/ material laydown area do not damage the property beyond reasonable wear and tear.
5. **Indemnification:** The User agrees to indemnify and hold harmless the Landowner from and against any claims, damages, liabilities, costs, and expenses arising out of or related to the User's use of the designated portion of the property.
6. **Insurance:** The User shall maintain adequate insurance coverage to protect against any liability arising out of or related to the User's use of the designated portion of the property.
7. **Miscellaneous:**
 - o **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma

- **Rent Payment:** Nabholz Construction will pay the Owner a sum of \$1,500.00 per month for the duration of use of the property.
- **Entire Agreement:** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, relating thereto.

Signatures:

In witness whereof, the parties hereto have executed this Landowner Agreement as of the date first above written.

Nabholz Construction Corporation

User: Nabholz Construction Corporation

Nick Pierce

Nick.pierce@nabholz.com

913-708-1561

By:  _____

Date: 11/3/2025 _____

Landowner:

Stillwater School District Board

By: _____

Date: _____

