

LEASE AGREEMENT

This PARKING LOT LEASE AGREEMENT (the "Lease") is made by HC S WESTERN, LLC (the "Lessor") and the BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, a political subdivision organized and existing under the laws of the State of Oklahoma (the "Lessee")

1. **Lease Premises.** For and in consideration of the mutual covenants and conditions hereinafter contained, Lessor does hereby lease to Lessee the parking lot contained at 5 S. Western Ave., Oklahoma City, Oklahoma 73102 consisting approximately 12,000 S.F. of concrete parking lot.
2. **Lease Term.** The term of this lease shall begin on July 1, 2024 and terminate on June 30, 2025.
3. **Rent.** The Lessee shall pay to the Lessor, as rental for lease premises, the sum of \$1 per year or per said lease term if term is less than one (1) year.
4. **Use of Leased Premises.** The Lessee shall use and occupy the Leased Premises as is for parking of SHINE community service participant's vehicles during program days and hours. OK County employees engaged in the SHINE program will use and occupy Leased Premises to park, pick up and drop off SHINE community service participant's during program hours. SHINE community service participants will remove litter and debris from Lessor Premises and generally keep the premises clean as a performance of their community service. Lessee shall only be on Premises during SHINE operating days and hours as listed in appendix.
5. **Lessee's Warranties and Covenants.** Lessee warrants and covenants not to violate any federal, state or municipal law or ordinance and that Lessee will not negligently damage the Leased Premises. Lessee will timely surrender possession of the Leased Premises upon expiration or termination of this Lease in the same condition that existed when the Lessee took occupancy of the Leased Premises excepting normal wear and tear.
6. **Liability.** Lessee assumes no liability for SHINE participants acts which is hereby expressly disclaimed. Lessee shall be liable for negligent acts of its employees acting within the scope of their employment and Lessor shall be liable for its own acts of negligence. Lessor shall have no liability whatsoever or responsibility for the working conditions, wages, compensation, or insurance of any county employee or SHINE participant.
7. **Signs.** Lessee shall bear full cost for any sign erected to identify parking for SHINE community service participants and no sign shall be erected without prior written consent of Lessor.
8. **Miscellaneous.** It is further agreed:
 - a) Time is of the essence.
 - b) Any notice, command or communication required or permitted to be given by any provision of this lease may be delivered personally or by certified mail to the following addresses and recipients:

To the Lessor:
Megan Hulshizer
Hall Capital
9225 Lake Hefner Parkway, Suite 200
Oklahoma City, OK 73120

To the Lessee:
Brian Maughan
Board of County Commissioners
Attn: Chairman
320 Robert S. Kerr Avenue
Oklahoma City, OK 73102

Copy to:

Oklahoma County District 2
County Commissioner District 2
320 Robert S Kerr, Suite 901
Oklahoma City, OK 73102

Oklahoma County Human Resources
ATTN: Director
320 Robert S Kerr, Suite 222
Oklahoma City, OK 73102

c) Brokerage. The parties represent and warrant each to the other that no broker or agent is involved in this transaction and no commissions are owed to any third party.

d) Entire Agreement. This instrument constitutes the entire agreement between the parties relating to the subject matter of this Lease, and there are no agreements, understandings, warranties, or representations between the parties except as set forth herein.

e) Binding Effect. In accordance with and pursuant to applicable law, this Lease will inure to the benefit of and bind the respective successors and permitted assigns of the parties.

f) Severability. If any provision of this Lease is determined by a court having jurisdiction to be illegal, invalid, or unenforceable under any present or future Law, the remainder of this Lease will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid, and enforceable.

g) Headings. The headings used in this Lease are for ease in reference only and are not intended to affect the interpretation of this Lease in any way.

h) Counterpart Execution. This Lease may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each party.

i) Amendment. Neither this Lease nor any of the provisions hereof can be changed, waived, discharged, or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

j) Governing Law. This Lease is being executed, delivered, and is intended to be performed in Oklahoma County, Oklahoma, and the substantive laws of Oklahoma will govern the validity, construction, and enforcement of this Lease. The provisions of this Lease shall be binding upon and inure to the benefit of the legal representatives, successors, heirs, and assigns of the parties hereto.

k) Interpretation. The words "Lessee" and "Lessor" shall include the plural, and words of the neutral gender shall include the personal gender.

D) No Conflicts Provision. The Lessor, by signing this Lease, hereby represents and warrants that the Lessor is in compliance with Resolution No. 279-99 adopted by the Board of County Commissioners of Oklahoma County (the "Board") on October 4, 1999, which provides that no officer or employee of Oklahoma County, whether hired, elected or appointed, shall be interested, directly or indirectly, in any contract for services, work, materials, supplies, or equipment, or the profits thereof, or in any purchase made for or sales made by, to, or with Oklahoma County, AND ALL SUCH CONTRACTS IN VIOLATION OF SUCH RESOLUTION SHALL BE ABSOLUTELY VOID; provided, however, the following shall not be in violation of such Resolution: (a) contracts entered into by the Board with publicly-held corporations; or (b) contracts entered into by the Board that arise from settlements or arrangements of claims or lawsuits brought by or against Oklahoma County that are being prosecuted or defended by the office of the District Attorney; (c) the depositing of funds or contracts for the depositing of funds in a bank or other depository; or (d) contracts entered into by the Board with an individual or organization that is the only reasonably available source for the work, services, or materials sought by the Board.

LESSEE:

APPROVED by the BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, OKLAHOMA this _____ day of _____, 2024.

By: Carrie Blumert, Member _____

By: Myles Davidson, Member _____

By: Brian Maughan, Member _____

LESSOR:

Clayton Moss, Manager, HC S Western, LLC _____

County Request No. 516

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 07/02/2024 Department: District 2

State the nature of the legal request: _____

Review as to legality and form - Parking Lot Lease Agreement HC S Western, LLC FY25

RECEIVED

JUL 02 2024

CIVIL DIVISION
DISTRICT ATTORNEY

Jessica Clayton, Chief Deputy D2

County Officer or Department Director

Reply of District Attorney's Office: _____

Reviewed

Date of Reply: 7/2/24

Sean E. Dyer
Assistant District Attorney