

RENEWAL LEASE AGREEMENT

This STORAGE LEASE AGREEMENT (the "Lease") is made by OKC INVESTMENTS, INC. (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. **Leased Premises.** For and in consideration of the mutual covenants and conditions hereinafter contained, Lessor does hereby lease to Lessee the building situated at 853 Robert S. Kerr, Oklahoma City, Oklahoma 73102, consisting of approximately 103,000 square feet (the "Leased Premises").
2. **Lease Term; Renewal Term.** The term of this Lease shall begin on **July 1, 2026, and by operation of Article X, Section 26 of the Oklahoma Constitution will terminate at the end of Oklahoma County's fiscal year on June 30, 2027.** In no event shall the Lessee's obligation be deemed to continue past the end of Oklahoma County's fiscal year ending June 30th of every year, nor shall the Lessee be deemed to be indebted beyond the indebtedness created by each fiscal year's obligation. Notwithstanding anything to the contrary contained in this Lease, the Lessee may terminate this Lease at any time before the end of the fiscal year for any reason after giving the Lessor thirty (30) days' prior written notice and may terminate immediately if the Lessor breaches any of the terms of this Lease.
3. **Rent.** The Lessee shall pay to Lessor, as rental for the Leased Premises, the sum of **\$45,062.50** per month during the 12-month term, County Fiscal Year 26/27. Said sums to be paid in arrears on or before the 10th day of each month during the term of this Lease.
4. **First Right of Refusal.** During the term of this Agreement, before Lessor may sell the Leased Premises to a third party, Lessor shall first offer the Leased Premises to the Lessee on the same terms and conditions as are offered by a third party. Lessee shall have 120 days during which to accept said offer. If Lessee does not accept said offer within said period, Lessor shall be free to accept the third-party offer. If Lessor does not enter into an agreement with the third party on said terms and conditions and close the transaction within 120 days, Lessor's right to sell the Leased Premises to the third party shall expire and the procedure described in this Section shall again be applicable.
5. **Heirs and Assigns.** This Lease and all provisions, covenants and conditions thereof shall be binding upon and inure to the benefit to the heirs, legal representatives, successors and assigns of the parties hereto.
6. **Expenses.** Lessee agrees to pay all utility expenses, including gas, electric, water, and garbage collection. Lessor is responsible for insuring the premises and shall provide proof of said insurance to Lessee.
7. **Use of Leased Premises.** The Lessee shall use and occupy the Leased Premises only for document storage and/or general-purpose use.

8. Alterations. Lessor agrees to permit the installation of fence-type partitions within the Leased Premises to facilitate departmental separation of stored materials, the installation of security systems, gates, and barriers to further secure premises, and the temporary installation of rack-type shelving within the entire leased space, all of which shall remain the personal property of Oklahoma County Government and to be removed within one-hundred eighty (180) days upon termination of this Lease. Lessee and Lessor shall make no material alterations, other than those previously stated, without the prior written permission of both Lessee and Lessor, which permission will not be unreasonably withheld.

9. Lessor's Services. Lessee is leasing premises as is/where is. The Lessor shall provide, at the Lessor's expense, the following services:

- Adequate heating equipment and air-conditioning systems for offices.
- Maintenance and repair of the Leased Premises shall be the responsibility of the Lessor.
- Lessor certifies that premises currently has the following in good working order:
- Electrical service and lighting.
- Adequate restroom facilities; and
- Adequate sprinkler and fire protection systems.

Should Lessee discover within 30 days of occupancy any of the above systems are not in good working order, Lessor will repair said systems. The Lessee shall be responsible for maintaining premises keeping such in substantially the same as current condition. Lessee will in no way be responsible for any permanent improvements to premises.

10. Lessor's Entry. Lessor and Lessor's agents may enter the Leased Premises only during those times that the Lessee or Lessee's occupants are present in the Leased Premises; however, in the event of an emergency or with the express permission of the County Commissioners, or the Property Management Department of Oklahoma County, or a representative of the occupants of the Leased Premises (such as the Court Clerk of Oklahoma County), the Lessor may enter the Leased Premises to make repairs and perform maintenance. The Lessor acknowledges that the Leased Premises will be used for storage of public records, and the Lessor agrees to use Lessor's best efforts to ensure that Lessor's entry onto the Leased Premises will not damage or disturb such records and property of the Lessee or the occupants.

11. Lessee's Warranties and Covenants. The Lessee warrants and covenants as follows: That in the occupancy and use of said Leased Premises, the Lessee will not violate any federal, state, or municipal law or ordinance; That neither the Lessee nor the occupants will negligently damage the Leased Premises; That the Lessee will pay the rent when due; provided, however, that the Lessor agrees to give notice to the Lessee if any rent owed is ten (10) or more days past due; That the Lessee will timely surrender possession of the Leased Premises within a reasonable time after the expiration or termination of this Lease in the same condition that existed when the Lessee took occupancy of the Leased Premises, excepting modifications made by the Lessee and reasonable wear and tear; That the Lessee will keep all oily rags in closed containers, and will keep "no smoking" signs displayed in the Leased Premises.

12. Liability. Each party shall be liable for each party's own acts of negligence. The Lessee acknowledges that the Lessor is not required to carry insurance on the property of Lessee and, further, that Lessor shall incur no liability for monetary damages incurred by Lessee or Lessee's employees or invitees for damage caused by or resulting from the following: Interruption or inadequacy of heating, electrical service, overheating, or the failure of any other services; Any damage caused by or resulting from fire, explosion, windstorm, tornado, leakage, water, gases, steam, rain, snow, falling plaster, glass breakage, theft, burglary, robbery, vandalism, riot, or any other casualty or risks incident to the extended coverage applicable under standard fire insurance contracts and including earthquakes.

13. Insolvency. Neither this Lease, nor any interest therein, nor any estate hereby created, shall pass to trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or otherwise by operation of the law.

14. Casualty Loss. If the building in which the Leased Premises are situated is destroyed by casualty or damage to such extent that the building cannot be repaired within thirty (30) days, this Lease shall terminate at the option of either party, and rent shall be adjusted as of the date of such destruction or damage. If the Leased Premises are damaged from casualty and can be repaired, Lessor shall promptly repair the same. If, during the period of repair, the Leased Premises cannot be used, rent shall abate for such part of the period. If the Leased Premises can be partially used during said period, there shall be an equitable rebate of a portion of the rent. Repairs may be made during business hours, and there shall be no abatement of rent by reason of inconvenience.

15. Eminent Domain. If the whole or a part of the Leased Premises shall be taken for any public or quasi-public use under statute or by right of eminent domain, or private purchase in lieu thereof by a public body vested with the power of eminent domain, then when actual physical possession shall be taken thereunder of the Leased Premises, or any part thereof, the term of this Lease and all rights of the Lessee thereunder shall immediately cease and terminate, and the rest shall be adjusted as of the time of such termination, and the Lessee shall have no claim against the Lessor for value of the unexpired term hereof, and the Lessee shall not be entitled to any part of the condemnation or award, except as may be specifically awarded for leasehold improvements installed by Lessee at Lessee's expense and except as may be specifically awarded for Lessee's relocating costs. The Lessor and the Lessee hereby agree that any award or proceeds resulting from a condemnation or sale in lieu thereof of the whole or part of the Leased Premises shall belong solely to the Lessor, except for awards allowed for Lessee's leasehold improvements and/or relocating costs.

16. Remedies. All promises, covenants, and warranties by the parties herein shall be conditions as well as covenants, and the breach of any of them shall constitute a default under this Lease by the breaching party. The parties shall have any remedies permitted at law or in equity; provided, however, the remedies of the parties shall be cumulative, and the exhaustion of one shall not preclude the non-defaulting party from resorting to other remedies. The exercise of any remedy by Lessor shall not be considered an unlawful eviction or trespass.

Any waiver by either party of any default shall not be a consent to the continuation of such default.

17. Signs. No sign shall be entered or installed on or near the Leased Premises without written permission from Lessor, which permission will not be unreasonably withheld.

18. Miscellaneous. It is further agreed as follows:

A. Time. Time is the essence of each provision of this Lease.

B. Notices. Any notice, demand or communication required or permitted to be given by any provision of this Lease will be in writing and will be deemed to have been given when delivered personally to the party designated to receive such notice, or on the date following the day sent by overnight courier, or on the third (3rd) business day after the same is sent by certified mail, postage and charges prepaid, directed to the following addresses or to such other or additional addresses as any party might designate by written notice to the other party:

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

To the Lessor: OKC INVESTMENTS, INC
PO Box 96409
Oklahoma City, OK 73143

Copy to: Oklahoma County Court Clerk
ATTN: COURT CLERK
320 Robert S. Kerr Ave., Ste. 409
Oklahoma City, OK 73102

OK County Property Management
ATTN: DIRECTOR
321 Park Avenue, Suite 413
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.

L. 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 _____, 2026.

By: Chairman _____

By: Member _____

By: Member _____

ATTEST:

Maressa Treat, County Clerk _____

Approved as to form and legality this 5 day of June, 2026.

Jason S. ... ADA

LESSOR:

EXECUTED by OKC Investments, Inc., an Oklahoma Corporation, this _____ day of _____, 2026.

OKC Investments, Inc.

By: _____
Joseph D. McKean, Jr.

County Request No. 426

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: 6/4/2025 Department: County Manager

State the nature of the legal request: Request for legal services - Review as to legality and form - OKC Investments Lease Agreement.

RECEIVED

JUN 04 2026

**CIVIL DIVISION
DISTRICT ATTORNEY**

Jessica Clayton
Signature

Reply of District Attorney's Office: _____

lease terms OK
as to form + legality

Date of Reply: 6/5/2020

[Signature]
Assistant District Attorney

Bill To OKLAHOMA COUNTY COMMISSIONERS 320 ROBERT S KERR ROOM 101 OKLAHOMA CITY, OK 73102	Requisition 12700364-00 FY 2027 Acct No: UNDEFINED ACCOUNT. Review: Buyer: 6065cmjescla Status: Created
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Vendor OKC INVESTMENTS INC PO BOX 96409 OKLAHOMA CITY, OK 73143 Tel#405-943-1414 Fax 405-943-1570	Ship To OKLAHOMA COUNTY COMMISSIONERS 320 ROBERT S KERR ROOM 101 OKLAHOMA CITY, OK 73102
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Deliver To
 OKLAHOMA COUNTY COMMISSIONERS
 320 ROBERT S KERR
 ROOM 101
 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/26	003274				General Government

LN Description / Account	Qty	Unit Price	Net Price
001 Blanket OKC Rental Agreement FY 26-27	540750.00 EACH	1.00000	540750.00

Ship To
 OKLAHOMA COUNTY COMMISSIONERS
 320 ROBERT S KERR
 ROOM 101
 OKLAHOMA CITY, OK 73102

Deliver To
 OKLAHOMA COUNTY COMMISSIONERS
 320 ROBERT S KERR
 ROOM 101
 OKLAHOMA CITY, OK 73102

[Requisition Link](#)

Requisition Total 540750.00

***** General Ledger Summary Section *****
 Account Amount Remaining Budget