

County Request No. 241

**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: 04/29/2026 Department: District 2

State the nature of the legal request: \_\_\_\_\_

Review as to legality and form - Lease Agreement between the City of Harrah and the Board of County Commissioners of Oklahoma County

RECEIVED

APR 30 2026

CIVIL DIVISION  
DISTRICT ATTORNEY

Brandi Mertens, Chief Deputy D2  
County Officer or Department Director

Reply of District Attorney's Office: \_\_\_\_\_

(7) lease OK

Date of Reply: 4/30 lease [Signature]  
Assistant District Attorney

**OKLAHOMA COUNTY, OKLAHOMA  
LEASE AGREEMENT**

**THIS LEASE AGREEMENT** dated this 1st day of July, 2026 by and between the City of Harrah, (hereinafter called the Lessor) and the Board of County Commissioners of Oklahoma County (hereinafter called the Lessee).

**WHEREAS**, The Lessee has requested the use of the property legally described as:

A part of Government Lot Two (2) in Section One (1), Township Eleven (11) North, Range One (1) East of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows: COMMENCING at the Northeast corner of said Government Lot 2, THENCE S00°02'13"E a distance of 1000.00 feet to the POINT OF BEGINNING; THENCE continuing S00°02'13"E a distance of 500.00 feet; THENCE N89°47'22"W a distance of 640.00 feet; THENCE N00°02'13"W a distance of 500.00 feet; THENCE N89°47'22"E a distance of 640.00 feet to the point of beginning.

Note: A portion of the above described property is located in the SW¼ of the NE¼ of said Section 1.

Now owned by the City of Harrah, for the specific use of storage of road materials; and whereas, the lessor, .having power to make all orders respecting the real property, has determined to provide the above described property to be leased to the Lessee, subject to the following terms and provisions:

Now, therefore, the Lessor, and the Lessee mutually agree as follows:

**TERM OF LEASE**

That the Lessor, for and in consideration of rents, covenants and agreements herein contained does lease and rent to the Lessee the property listed above beginning July 1, 2026, and continue through June 30, 2027. It is understood that the County may only contract on a fiscal year to year basis, and to that end, this Lease Agreement shall not be subject to automatic renewal but shall be evaluated for renewal at the beginning of each fiscal year.

**RENTAL AND FEES**

The Lessee agrees to pay a lease amount of One Dollar (\$1.00) for use of property and right-of-entry.

**OPERATION AND MAINTENANCE**

Lessee shall be responsible for all routine maintenance of the property, including public utilities, and maintain a burn pit within the industrial park, shall be responsible to keep said premises in a clean orderly manner.

**INSURANCE**

Lessee is a political subdivision and as such is self-insured.

**SUBLEASING**

This Lease is not assignable by the Lessee.

**TERMINATION**

Lessor shall have the right to terminate this lease immediately for breach of any provision of this lease. Lessor and Lessee shall have the right to terminate this lease with ten (10) days notice to the other for any reason.

In witness whereof, the City of Harrah (lessor) has caused this Lease Agreement to be executed in their names and The Board of County Commissioners of Oklahoma County (Lessee) has caused its name to be affixed by its legally constituted agent.

**CITY OF HARRAH**

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

**APPROVED** as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
City Attorney

**OKLAHOMA COUNTY**

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**Board of County Commissioners**

**Oklahoma County, Oklahoma**

\_\_\_\_\_  
Commissioner, District One

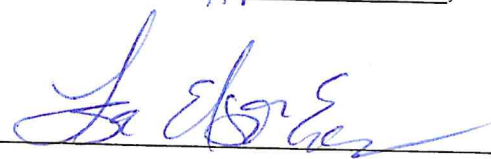
\_\_\_\_\_  
Commissioner, District Two

\_\_\_\_\_  
Commissioner, District Three

**ATTEST:**

\_\_\_\_\_  
County Clerk

**APPROVED** as to form and legality this 30 day of April, 2026.

  
\_\_\_\_\_

Assistant District Attorney