

LEASE AGREEMENT

This Lease Agreement is made this _____ day of _____, 2025 and effective on the 1st day of July 2025 between the Oklahoma county Board of County Commissioners, (LESSOR) and Oklahoma State University, acting for and on behalf of, the Oklahoma County Oklahoma Cooperative Extension Service (LESSEE).

Section I. LEASED PREMISES

WHEREAS the LESSOR is providing the LESSEE approximately 7035 square feet of first floor space located at 2500 Northeast 63rd Street, Oklahoma City, Oklahoma to be used by the LESSEE primarily as office space.

Section II. LEASE TERMS

The term of the LEASE shall commence on or after July 1, 2025, with the option of the parties to renew the lease in one year increments effective at the beginning of each fiscal year.

Section III. RENT

The total annual rental to be paid by Lessee shall be \$10.00, payable upon Lessee's receipt of the appropriate invoicing from Lessor.

Section IV. UTILITIES SERVICES

For the term of this LEASE, the LESSEE shall pay and provide all utilities for said space. As used herein, utilities shall mean electric, gas, water, garbage, sewer, phone, internet or cable connectivity.

SECTION V. CARE OF LEASED PREMISES

To the extent permitted by applicable law, it is expressly agreed that the LESSEE shall be responsible for any damage to the property caused by visitors, constituents, invitees or by the negligence of its employees. LESSEE shall maintain the heating and cooling systems, hot water tanks, phone systems, internet cable and connectivity, interior surfaces and finishes, exterior guttering, indoor and outdoor electrical services and systems, plumbing, sprinkler systems, and mechanical systems pertaining to the LEASED PREMISES.

LESSEE will perform or contract maintenance or repairs to LEASED PREMISES as necessary and will notify LESSOR prior to making improvements or repairs.

LESSOR shall have the right to enter the demised premises at all reasonable hours for the purpose of examination, inspection, and protection of the same.

Section VI. GREENHOUSE AND STORAGE

LESSEE owns and maintains a greenhouse of approximately 600 square feet and a temporary storage shed of approximately 240 square feet on LEASED PREMISES located as shown in EXHIBIT A. LESSEE is responsible for all maintenance, costs and if applicable, removal of greenhouse and temporary storage shed.

Section VII. LIABILITY

It is mutually agreed that each entity shall be liable for its own acts, omissions and negligence. Each party to this agreement is a political division or subdivision and entitled to all the defenses and immunities allowed and authorized by law.

Section VIII. TERMINATION, RENEWAL AND SURRENDER OF LEASED PREMISES

The LEASE AGREEMENT shall terminate upon the expiration of the fiscal year, which ends on June 30 of each year and is subject to renewal upon the mutual consent of each party. Each party reserves the right to terminate the lease agreement upon no less than ninety (90) days prior written notices of cancelation. Rent will be charged and due to each month, the LESSEE continues to occupy the property regardless of expiration of the term and/or notice of termination or effective date of cancelation.

SECTION IX. ASSSIGNMENTS AND SUBLETTING

The LESSEE shall not assign or transfer the LEASE or sublease the LEASED PREMISES, or any portion thereof, without the prior written consent of the LESSOR.

Section X. NOTICES AND GOVERNING LAW

The LEASE shall be governed and construed in accordance with the law of the State of Oklahoma. If any portion of this lease is found invalid or unlawful by any Court, it is the intent of the parties that the remaining terms of the lease valid and enforceable. Both parties to the lease are either a political division or subdivision of the State of Oklahoma as such each party is self-insured and entitled to any and all defense and immunities allowed by law.

All notices to be given pursuant to any provision of this LEASE shall be addressed to the party to be notified, as the address stated below:

LESSOR: Commissioner Myles Davidson, Chairman
Oklahoma County Board of County Commissioners
320 Robert S. Kerr, Oklahoma City, OK 73102

LESSEE: Jayson Lusk, Vice President and Dean of Agriculture Sciences and Natural Resources
Oklahoma County Cooperative Extension Service
2500 Northeast 63rd St., Oklahoma City, OK 73111

By _____

LESSEE: Jayson Lusk, Oklahoma State University Cooperative Extension Services

COUNTY

APPROVED by the Board of County Commissioners this _____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA
COUNTY, OKLAHOMA

By _____

Myles Davidson, Chairman

ATTEST:

By _____

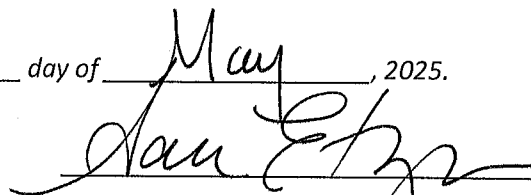
Brian Maughan, Member

County Clerk

By _____

Jason Lowe, Member

APPROVED as to form and legality this 14 day of May, 2025.



Assistant District Attorney

County Request No. 317

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: 5/13/2025 Department: County Manager

State the nature of the legal request: Review for legality and form – Lease Agreement: Oklahoma county Board of County Commissioners, (LESSOR) and Oklahoma State University, acting for and on behalf of, the Oklahoma County Oklahoma Cooperative Extension Service (LESSEE).

RECEIVED

MAY 13 2025

Jessica Clayton, County Manager
Signature

CIVIL DIVISION
DISTRICT ATTORNEY
Reply of District Attorney's Office: _____

Revised

Date of Reply: 5/14/25 Ann E. [Signature]
Assistant District Attorney