

LEASE AGREEMENT

THIS LEASE AGREEMENT dated this 1st day of July, 2022 by and between the Harrah Industrial & Economic Development Trust and the City of Harrah, as Trustee (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 NE ¼ of said Section 1.

Now owned by the Harrah Industrial & Economic Development Trust and the City of Harrah, as Trustee, 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, 2022 and continue through June 30, 2023. 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 twenty (20) days notice to the other for any reason.

In witness whereof, Harrah Industrial & Economic Development Trust and the City of Harrah, as Trustee (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 it's legally constituted agent.

CITY OF HARRAH

Approved this _____ day of _____, 2022.

City Clerk

Mayor

HARRAH INDUSTRIAL & ECONOMIC DEVELOPMENT TRUST

Approved this _____ day of _____, 2022.

City Clerk

Chairman

APPROVED as to form and legality this _____ day of _____, 2022.

City Attorney

Approved this _____ day of _____, 2022.

**BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA**

Chairman

Member

Member

ATTEST:

County Clerk

Approved as to form and legality this 25 day of May, 2022


Assistant District Attorney

#252

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 5/2/22

COUNTY DEPARTMENT MAKING REQUEST: District 2

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: _____

Review for form and legality

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

M. Taylor [Signature]
COUNTY OFFICER

.....
DATE RECEIVED BY DISTRICT ATTORNEY: _____

REPLY BY DISTRICT ATTORNEY: _____

Permit 5-2-22
[Signature]

RECEIVED
MAY 02 2022
CIVIL DIVISION
DISTRICT ATTORNEY

DAVID W. PRATER
DISTRICT ATTORNEY

By: _____