

PENDING APPROVAL

REQUISITION SHEET MUST BE ATTACHED

(Applies when agenda item requires a specific payment)

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

For the Wednesday, May 12, 2010 Agenda
(Day of Meeting) (Date and Year of Meeting)

DEPT.: District 2
(Department requesting this item)

BY: Michael Taylor
(Contact person for this Item)

EXT. 2289
(Contact's extension)

NAME OF FUND: _____

AGENDA ITEM DESCRIPTION: Discussion and possible action by the Board of County Commissioners, regarding Land Lease between Oklahoma County and Department of the Air Force.

(Document Received)

(ALL NECESSARY DOCUMENTATION MUST BE ATTACHED FOR APPROVAL)

APPROVED BY ENGINEER
(If Applicable)

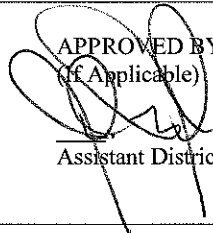
County Engineer

APPROVED BY D.A.
(If Applicable)

Assistant District Attorney

APPROVED BY PURCHASING
(If Applicable)

Purchasing Agent

 4/27/2010

NOTE: A COMMISSIONER MUST APPROVE ALL EMERGENCY REQUESTS
FOR ANY ITEM SUBMITTED AFTER THE DEADLINE
(THE DEADLINE IS 9:00AM ONE WEEK PRIOR TO THE DATE THAT THE AGENDA IS TO BE POSTED)

DATE OF REQUEST:

BY: _____
(Person Submitting or Requesting Emergency Request)

DATE OF APPROVAL:

APPROVED BY:

COUNTY COMMISSIONER

Number of ORIGINAL DOCUMENTS you have attached: 2. NOTE: The County Clerk will keep one original and will return the remaining originals to you. If you provide only one original, the Board Secretaries will return one photocopy to you. However, if you have special circumstances that require the County Clerk to (check one): keep more than one original; or return all originals to you, please describe them for the County Clerk's consideration: _____

Special Instructions: _____

PENDING APPROVAL

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

309

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: Tuesday, April 27, 2010

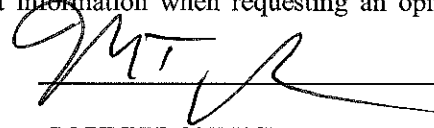
COUNTY DEPARTMENT MAKING REQUEST: District 2 #2289 Michael Taylor

Approve as to form and legality:

Tinker Land Lease

Thanks so much.

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).



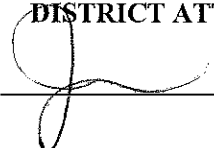
COUNTY OFFICER

.....

...
DATE RECEIVED BY DISTRICT ATTORNEY:
4/27/10

REPLY BY DISTRICT ATTORNEY:
Reviewed

David Prater
DISTRICT ATTORNEY

By:  _____

RECEIVED
APR 27 2010
CIVIL DIVISION
DISTRICT ATTORNEY

PENDING APPROVAL

AFMC TK 5-10-001

LAND LEASE
BETWEEN
OKLAHOMA COUNTY
AND
THE UNITED STATES OF AMERICA
DEPARTMENT OF THE AIR FORCE

THIS LEASE, by and between the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, and whose interest in the property hereinafter described is that of Lessor, for itself, its heirs, executors, administrators, successors, and assigns, hereinafter collectively known as Lessor, and the **DEPARTMENT OF THE AIR FORCE** acting on behalf of the UNITED STATES OF AMERICA (hereinafter "Lessee").

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. DESCRIPTION OF PREMISES

The Lessor, for the consideration set out below, hereby leases to the Lessee the following described premises:

A parcel of land being a part of the northeast quarter of Section 14, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma, said parcel being more particularly described as follows:

Commencing at the southeast corner of said section, thence N 0°45'31" W a distance of 2,636.24 feet; thence S 89°14'29" W a distance of 656.35 feet; thence N 0°55'13" W a distance of 125.12 feet to the Point of Beginning; Thence N 84°28'24" E a distance of 57.67 feet; thence N 67°33'03" E a distance of 124.93 feet; thence N 13°14'26" E a distance of 229.41 feet; thence N 0°59'47" W a distance of 159.04 feet; thence N 7°36'59" W a distance of 100.69 feet; thence S 88°51'46" W a distance of 216.36 feet; thence S 0°45'27" E a distance of 531.14 feet to the Point of Beginning for a total of 2.49 acres more or less.

To be used for the following purposes: To construct a perimeter fence with controlled area installation signs and perform grounds maintenance within the fenced area.

2. TERM

The term is for a period of five (5) years, commencing on the date of execution by both Parties and continuing from year to year thereafter, for the full term of five (5) years, unless sooner terminated as specified elsewhere in this lease. In the event this property is deeded to the

PENDING APPROVAL

AFMC TK 5-10-001

Air Force, this lease will automatically terminate upon the execution of deed transfer. This lease is subject to any and all existing easements or rights-of-way.

3. CONSIDERATION

This is a no cost lease.

4. MAINTENANCE OF LEASED PREMISES

The Leased Premises has been inspected by the Lessee. It is a vacant parcel of land and will require routine grounds maintenance. The grounds maintenance will be provided by the Lessee in accordance with the Lessee's established grounds maintenance program.

5. CONSTRUCTION

The Lessee shall have the right during the term hereof to attach fixtures, erect structures and signs, and bring other property on the premises to carry out the purpose(s) set forth above. All structures, fixtures, signs, machinery, equipment, tools, and other property taken, erected and/or placed upon the premises by the Lessee shall be and remain the property of the Lessee and may be removed or otherwise disposed of by the Lessee at any time before the expiration of the term. The Lessee agrees to remove all Lessee structures, fixtures, signs, machinery, equipment, tools, and other property from the premises within ninety (90) days, or such additional time as may be granted by the Lessor, from the termination of this lease.

6. TERMINATION

a. This lease may be terminated, in whole or in part, by the Lessor for (1) failure to comply with the terms of the lease, (2) nonuse for a period of two years, or (3) abandonment. Provided, however, that in each case Lessee has received written notice from Lessor describing such alleged failure, nonuse or abandonment and Lessee has not cured such situation within ninety (90) days of Lessee's receipt of written notice.

b. The failure to comply with any provision of this lease, where such failure to comply continues for ninety (90) days after delivery of written notice by the Lessor to the Lessee shall constitute a default or breach of this lease by the Lessee. If, however, the time required to return to compliance exceeds the ninety (90) day period, the Lessee shall not be deemed to be in default if the Lessee within such period shall begin and diligently pursue the actions necessary to bring it into compliance with this lease in accordance with a compliance schedule acceptable to the Lessor.

c. No default or breach shall be deemed to have occurred for any period of time during which the Parties are attempting to resolve a dispute, in relation to the actions or inactions which are the subject of the alleged default or breach. If pursuant to dispute resolution, the default or breach is determined to have occurred, the Lessee's period for cure shall not begin until the day after the final decision on the dispute is issued.

d. This lease may be terminated by the Lessee for national defense purposes, by the sole determination of the Secretary of the Air Force. If the Secretary makes that determination, the Lessee will give the Lessor at least sixty (60) days prior notice, unless the determination involves an emergency. The Lessor agrees that the determination of the Secretary of the Air Force will be unchallengeable.

7. CORRESPONDENCE

Any notice under the terms of this lease shall be in writing, signed by a duly authorized representative of the party giving such notice, and if given by the Lessee, shall be addressed to the Lessor at 320 Robert S. Kerr Ave., Room 105, Oklahoma City, OK 73102-3430 (ATTN: County Clerk); and if given by the Lessor shall be addressed to the Lessee at 7535 5th Street, Tinker AFB, OK, 73145 (ATTN: 72 ABW/CEA, Real Property).

8. GENERAL PROVISIONS

a. Headings. The headings in this lease are merely for purposes of identification, convenience and ease of reference, and shall not in any way affect the meaning or interpretation of this lease.

b. Counterparts. This lease may be executed in counterpart, each of which is deemed an original of equal dignity with the other, and which is deemed one and the same instrument as the other.

c. Entire Agreement. To the extent allowed under federal and Oklahoma law, it is expressly agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Leased Premises by the Lessee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this lease. This lease supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. This lease may be modified or amended at any time by mutual agreement of the Parties in one writing signed by a duly authorized representative of each Party.

d. Severability. The provisions of this lease shall be deemed severable, and if any provision or part of this lease is held illegal, void or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid and binding. If any provision of this lease is held illegal, void or invalid in its entirety, the remaining provisions of this lease shall not in any way be affected or impaired, but shall remain binding in accordance with their terms.

9. ACCESS

a. The use and occupation of the Leased Premises are subject to the general supervision and control of the Installation's commander or the Installation commander's duly authorized representative, hereinafter referred to as "Said Officer".

b. In accepting the rights, privileges, and obligations established hereunder, Lessor recognizes that the Installation serves the national defense and that Lessee will not permit the Lessor to interfere with the Installation's military mission. This Installation is an operating military installation which is closed to the public and is subject to the provisions of the Internal Security Act of 1950, 50 U.S.C. § 797, and of 18 U.S.C. § 1382. Access to the Installation is subject to the control of its commanding officer and is governed by such regulations and orders as have been lawfully promulgated or approved by the Secretary of Defense or by any designated military commander. Any access granted to Lessor, its officers, employees, contractors of any tier, agents, and invitees is subject to such regulations and orders. This lease is subject to all

PENDING APPROVAL

AFMC TK 5-10-001

regulations and orders currently promulgated or which may be promulgated by lawful authority as well as all other conditions contained in this lease. Violation of any such regulations, orders, or conditions may result in the termination of this lease. Such regulations and orders may, by way of example and not by way of limitation, include restrictions on who may enter, how many may enter at any one time, when they may enter, and what areas of the Installation they may visit, as well as requirements for background investigations, including those for security clearances, of those entering. Lessor is responsible for the actions of its officers, employees, contractors of any tier, agents, and invitees while on the Installation and acting under this lease.

10. THIRD PARTY LIABILITY

The Lessor shall not be responsible or liable for injuries to persons or damage to property when such injuries or damages are caused by or result from the Lessee's use of the leased premises under the terms of this lease and are not due to the negligence of the Lessor.

11. ENVIRONMENTAL PROTECTION

The Lessee shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the premises and the use thereof, including without limitation environmental, occupational, safety and health standards as well as Department of Defense, Department of the Air Force, and Tinker Air Force Base implementing directives and regulations.

12. COMPLIANCE WITH APPLICABLE LAWS

The Lessee will comply with all applicable laws in its use and occupancy of the Leased Premises. Nothing in this lease shall be construed to constitute a waiver of Federal Supremacy or Federal sovereign immunity.

PENDING APPROVAL

AFMC TK 5-10-001

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the dates indicated below.

**THE UNITED STATES OF AMERICA
TINKER AIR FORCE BASE**

ALLEN J. JAMERSON, Colonel, USAF
Commander

Date: _____

PENDING APPROVAL

AFMC TK 5-10-001

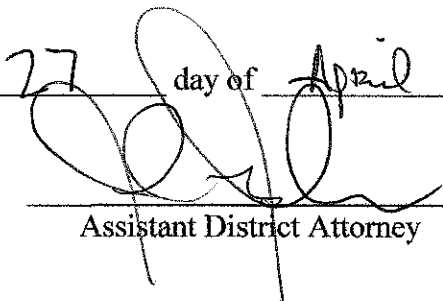
APPROVED this _____ day of _____, 2010.

**BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY**

ATTEST:

County Clerk

APPROVED as to form and legality this 27 day of April, 2010.



Assistant District Attorney

Approved this _____ day of _____, 2010.

County Engineer

EXHIBIT A

Site Map

