

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Norman Municipal Authority, a municipal corporation, hereinafter referred to as "Authority", and the Cleveland County Board of County Commissioners, hereinafter referred to as "County", and the Cleveland County Fairground Board, hereinafter referred to as "Fairground".

**WITNESSETH:**

**WHEREAS**, the Authority and the County entered into Contract No. K-0708-114 on April 22, 2008 for the lease of a certain portion of the Fairground property for the purposes of providing a drop-off recycling center; and

**WHEREAS**, the Authority made certain improvements to the property pursuant to Contract No. K-0708-114, including the installation of a paved area, tree plantings, and security lighting; and

**WHEREAS**, Contract No. K-0708-114 provided for renewal of the agreement on an annual basis for a period of up to ten (10) years and all such renewals have been approved by the County and the Authority; and

**WHEREAS**, the parties desire to continue the lease arrangement previously set forth in Contract No. K-0708-114.

**WHEREFORE**, in consideration of the mutual covenants and agreements herein contained to be kept and performed by each of the parties hereto, it is mutually agreed as follows:

1. **RECITATIONS.** Authority agrees to lease from County and Fairground, the real estate and premises hereinafter described for the purposes of operating a municipal recycling drop-off center, and kindred business activities on said land, and for the terms, uses and purposes and in accordance with all the provisions hereof.
2. **LAND COVERED BY THIS LEASE.** The real estate and premises covered by this lease is more particularly identified and described on the attached Exhibit "A" which is adopted and incorporated as if fully set forth herein.

3. **TERM OF LEASE.** County and Fairground do hereby lease, demise and let, according to the provisions hereof, possession of the real estate and premises described on Exhibit "A", attached hereto and made a part hereof, for a period of ten (10) years (the "Lease Term"), commencing on the date of this Lease as set forth above.

4. **RENT AND CONSIDERATION.** County and Fairground agree to lease the real estate and premises described on Exhibit "A", attached hereto and made part hereof, for ZERO and NO/100 DOLLARS (\$0.00) monthly or annual fee. As consideration for this agreement, Authority has made certain improvements to the property, including the installation of a paved area, approximately one-hundred-twenty feet (120') by one-hundred-twenty feet (120'), planted trees adjacent to the paved area, planted crape myrtle, installed security lighting for the paved area and provide drainage to the paved area. Authority will continue to maintain the area regularly to keep it free from trash and debris.

5. **USES.** The above described property is leased to Authority by County and Fairgrounds for the purpose of operating a municipal recycling drop-off center.

6. **AUTHORITY'S RESPONSIBILITIES.** Authority shall be solely responsible for the conduct and management of the above-described property as a municipal recycling drop-off center, and shall furnish and supply all equipment, tools, and labor necessary for the proper conduct of such businesses without cost to County and/or Fairground, and shall maintain said property during the term hereof at its sole expense. Authority shall assure compliance with the provisions of all Federal, State, and City Regulations related to the use of said property.

7. **CESSATION OF MUNICIPAL RECYCLING DROP-OFF CENTER.** In the event Authority ceases to operate or use the premises for a municipal recycling drop-off center or related purposes, then in such event this Lease Agreement shall automatically terminate and County and Fairground shall be entitled to immediate possession of said premises.

8. **INGRESS AND EGRESS.** County and Fairground grant to Authority and the public the right of ingress and egress onto the subject property for the purpose of maintaining and operating a municipal

recycling drop-off center. The right of ingress and egress shall remain in effect during the term of the Lease Agreement.

9. **DEFAULT.** In the event either party hereto should default in the performance of any obligation hereunder on its part to be performed, the other party agrees to give such defaulting party thirty (30) days notice in writing of such default. Should such default not be corrected within thirty (30) days after the giving of such notice, then and in that event, the party giving such notice shall have the right and option to terminate this Lease or pursue such other remedy as provided by law, including the right on the part of County and/or Fairground to re-enter and take possession of the premises and collect damages resulting from such default. If either party is compelled to resort to proceedings at law to protect its rights hereunder, the party ultimately determined to be at fault shall pay all costs and expenses of such litigation including a reasonable attorney fees in a sum to be fixed by the Court, in addition to all other cost and damages according to law.

Any notice given hereunder by either of the parties hereto shall be considered as having been legally given when deposited in the United States Post Office with postage thereon fully prepaid, addressed as follows:

TO THE AUTHORITY: Norman Municipal Authority  
Office of the City Manager  
Post Office Box 370  
Norman, Oklahoma 73070

and

TO THE COUNTY: Cleveland County Commissioners  
201 South Jones  
Norman, Oklahoma 73069

10. **TERMINATION AND EXTENSION.** This Lease shall terminate on the 22<sup>nd</sup> day of April, 2019. This Agreement shall not be considered renewed or extended unless the same be in writing and signed by the parties hereto. In the event Authority continues in possession and has not been given notice of termination after the term of the agreement date hereof and agreement has not been renewed, it shall be considered valid until a notice of termination is provided by the County.

Should the County desire to terminate the lease prior to its expiration or decline a lease extension as provided herein, a written notice of termination must be provided to the Authority at least thirty (30) days in advance of such termination. Should the Authority relocate the recycling facilities for any reason, the County will allow the Authority to post signage indicating such relocation on the subject property for ninety (90) days after removal of the recycling drop-off center.

At the end of the term of this Lease or any extended term hereof, Authority shall return the Leased Premises to County and Fairground in substantially the same condition as existed at the commencement of the Lease Term and remove all of its tools, equipment, and personal property therefrom, not including any improvements made to the property, including, but not limited to, pavement, fencing, planted trees, or other improvements.

11. **BINDING EFFECT.** This Lease Agreement shall be binding upon the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

“AUTHORITY”

NORMAN MUNICIPAL AUTHORITY OF NORMAN, OKLAHOMA, a municipal corporation,

By: \_\_\_\_\_  
Lynne Miller, Chairman

ATTEST:

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM AND LEGALITY BY THE OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
General Counsel

“COUNTY”

CLEVELAND COUNTY BOARD OF COUNTY COMMISSIONERS

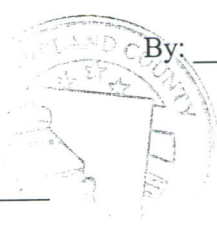
By: \_\_\_\_\_  
Darryl Stacy, Chairman

By: \_\_\_\_\_  
Harold Haralson

By: \_\_\_\_\_  
Rod Cleveland

ATTEST:

\_\_\_\_\_  
Tammy Belinson, County Clerk  
April 2<sup>nd</sup> 2018



APPROVED AS TO FORM AND LEGALITY BY THE OFFICE OF THE CLEVELAND COUNTY DISTRICT ATTORNEY

By: \_\_\_\_\_  
Counsel for County



# Exhibit A - Drop-Off Recycling Center

March 12, 2018



Map produced by the City of Norman  
Geographic Information System  
Online Mapping Service.

The City of Norman assumes no  
responsibility for errors or omissions  
in the information presented.

