

CITY OF ARDMORE
Office of City Manager

Council Letter No. 5437
Meeting Date: June 6, 2022

Mayor and City Commission
City of Ardmore, Oklahoma

RE: Lease Agreement between City of Ardmore and Mr. David Smith

Dear Commission Members:

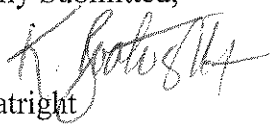
The Lease Agreement is made between the City of Ardmore and David Smith. The Lease Agreement is for certain property described as follows:

A TRACT OF LAND BEING PART OF THE SE/4 OF THE SW/4 OF THE SE/4, SECTION 13
T4S R1E, I.M. IN ARDMORE, CARTER COUNTY, OKLAHOMA

The initial term of this lease shall be for a term commencing on July 1, 2022 and ending on June 30, 2027, with the option to extend the term of the lease for an additional five (5) years. The sum of one thousand dollars (\$1,000.00) per year is to be paid by David Smith to the City of Ardmore on the 1st day of July each year the lease is in effect.

Staff respectfully recommends approval of the Lease Agreement between the City of Ardmore and David Smith.

Respectfully Submitted,


Kevin Boatright
City Manager

LEASE AGREEMENT

THIS LEASE made and entered into on this 1st day of July 2022, by and between the City of Ardmore, a municipal corporation, hereinafter referred to as "LESSOR", and David Smith, hereinafter referred to as "LESSEE".

WITNESSETH:

I.

For and inconsideration of the sum of One Thousand dollars (\$1000.00) per year, payable on the 1st day of July each year this lease is in effect, the LESSOR hereby leases unto the LESSEE, certain real property owned by the LESSOR as further shown and described on Exhibit "A" attached hereto and made a part hereof and referenced to as the "leased premises".

II.

The term of this lease shall be for five (5) years, commencing on the 1st day of July 2022, and ending on the 30th day of July 2027, LESSEE is given the option to extend the term of the lease for an additional five (5) years upon notifying LESSOR six (6) months before the end of the initial term,

III.

The parties agree the possession of the leased premises shall be taken in its present condition, and the LESSOR specifically makes no warranty as to the title or as to the condition or suitability of the leased premises for its intended purpose. The LESSEE stipulates and agrees that it has examined the leased premises and accepts it in its present condition, notwithstanding the foregoing, LESSOR warrants and represents that to the best of its knowledge, the leased premises are in compliance with all applicable laws, ordinances, and regulations as of the effective date of this lease. In that regard the LESSOR is aware the LESSEE intends to build a parking lot on the leased premises. LESSOR consents to that as long as certain conditions and stipulations which will be set out hereinafter are met and it is agreed that the property is presently properly zoned for such a use of the leased premises.

IV.

The LESSEE shall operate a parking lot on the leased premises at its sole expense in accordance with all applicable City Codes. The LESSEE, prior to beginning any construction on the leased premises, shall submit complete construction plans to the Department of Development Services of the City of Ardmore for prior City approval. In addition the LESSEE will provide a landscaping plan to be approved by the Department of Development Services of the City of Ardmore before any construction has begun.

V.

The LESSEE agrees that it shall maintain the parking lot and the landscaping in accordance with the original design plans at all times throughout the term of the lease. The LESSEE agrees to make any and all necessary repairs to insure that the parking lot and the landscaping is in compliance with City Ordinances at all times throughout the term of the lease. The LESSEE agrees that the parking lot or other construction shall not unduly hinder the City's ability to maintain or reconstruct its underground utility lines.

The LESSEE agrees to use the leased premises as a parking lot and for display of vehicles for sale, unless agreed to by LESSOR in writing and to abide by and conform to any and all laws of the State of Oklahoma or Ordinances or regulations of the City of Ardmore throughout the term of the lease.

Except as may be permitted by law, it is mutually agreed that the LESSOR is a municipal corporation and cannot and does not assume any obligations for the expenditure of any funds or the performance of any act involving this lease beyond items included in its budget for the current fiscal year and none for future years.

VI.

No right of assignment or subletting or any other conveyance of this lease is permitted by either party unless agreed to in writing by the party not requesting such assignment or subletting, such approval not to be unreasonably withheld.

VII.

LESSEE further agrees that at the expiration or some sooner termination of this lease, the LESSEE will quit and surrender the leased premises in as good order and condition as reasonable use and wear thereof will permit, damages by the elements alone excepted, including any and all improvements made by the LESSEE to the leased premises during the time of the lease.

VIII.

LESSEE shall assume all risks incident to or in collection with any of its activities or operations under the leased premises during the term of this lease and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations on the leased premises and shall indemnify, defend and save harmless the LESSOR, its agents, servants and employees and representatives, from any penalties for violation of any law, ordinances, or regulation affecting its operations, and from any and all claims, suits, lawsuits, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operations of the LESSEE on the leased premises or resulting from the carelessness, negligence, or improper conduct of the LESSEE or any of its agents, servants or employees. If any claim or liability shall arise from the joint or concurrent negligence of the parties hereto, all losses shall be borne by them in proportion to the degree of fault or negligence of both of them.

IX.

If the LESSEE shall make default in the performance of any covenant or agreement in this lease, LESSOR, in addition to any and all other remedies available to it under this lease or remedies which the LESSOR may now have or hereafter have according to law, may at its option, declare this lease and all rights thereunder granted, terminated, so long as LESSOR provides written notice to LESSEE specifying the default and LESSEE continues such failure for a period of thirty (30) days after receipt of such written notice (provided if the nature of the LESSEE's failure is such that more time is reasonably required to cure, LESSEE shall not be in default if LESSEE commences to cure the default within such thirty (30) day period and thereafter reasonably seeks to cure such failure to completion).

X.

The LESSOR shall have the right to inspect the leased premises at reasonable times throughout the term of this lease or any extension thereof, so long as such inspections do not unreasonable interfere with LESSEE' use of the leased premises.

XI.

This lease represents the complete understanding of the parties, whether oral or written, expressed or implied and may be changed only by written consent of both parties.

XII.

Any notices required to be given hereunder, may be given by depositing the notice by first class mail and mailing to the other parties as follows:

City of Ardmore
P.O.Box 249
Ardmore, OK 73402

David Smith
1502 Veterans Blvd.
Ardmore, OK 73401

XIII.

This lease shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

XIV.

LESSOR covenants that LESSEE shall, and may peacefully have, hold and enjoy the leased premises, provided that LESSEE pays the rental and other sums herein recited to be paid by LESSEE and performs all of LESSEE'S covenants and agreements herein contained.

WITNESSETH, our hands and seals the ____ day of _____, 2022.
City of Ardmore, a municipal corporation

Mayor

David Smith, Lessee

EXHIBIT A

A TRACT OF LAND BEING PART OF THE SE/4 OF THE SW/4 OF THE SE/4, SECTION 13 T4S R1E, I.M. IN ARDMORE, CARTER COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID SECTION 13; THENCE S 89°48'31" W ALONG THE SOUTH LINE OF SAID SECTION 13 A DISTANCE OF 1318.22' TO THE SE CORNER OF THE SE/4 OF THE SW/4 OF THE SE/4 OF SAID SECTION 13; THENCE N 00°08'02" W ALONG THE EAST LINE OF THE SE/4 OF THE SW/4 OF THE SE/4 OF SAID SECTION 13 A DISTANCE OF 40.00'; THENCE S 89°48'31" W PARALLEL WITH THE SOUTH LINE OF SAID SECTION 13 A DISTANCE OF 34.58' TO THE TRUE POINT OF BEGINNING;

THENCE S 89°48'31" W PARALLEL WITH THE SOUTH LINE OF SAID SECTION 13 A DISTANCE OF 565.51'; THENCE N 10°14'47" W A DISTANCE OF 26.41' TO A POINT ON THE SOUTH RIGHT-OF-WAY OF STATE HIGHWAY 142; THENCE IN A NORTHEASTERLY DIRECTION ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 10592.96', AN ARC DISTANCE OF 579.41', HAVING A CHORD BEARING OF N 82°56'41" E AND A CHORD DISTANCE OF 574.34'; THENCE S 00°08'02" E A DISTANCE OF 94.64' TO THE TRUE POINT OF BEGINNING, CONTAINING 0.813 ACRES.