

November 7th, 1940.

Motion by Commissioner Sallee, seconded by Commissioner Morley, that the following Lease Agreement between Tulsa County, State of Oklahoma, and The Oklahoma National Guard, be and the same is hereby approved and the Chairman is hereby authorized to sign same. Upon roll call, all members voting in the affirmative, motion was by the Chairman declared carried.

L E A S E A G R E E M E N T
B E T W E E N
TULSA COUNTY, STATE OF OKLAHOMA,
AND
THE OKLAHOMA NATIONAL GUARD

This agreement, made and entered into on this 7th day of November, 1940, by and between Tulsa County, State of Oklahoma, by the Board of County Commissioners hereof, executed by the Chairman of said Board, attested by the County Clerk of said County, by authority contained in a Resolution of said Board passed and approved on the 7th day of November, 1940, party of the first part, and The Oklahoma National Guard, executed by the Adjutant General of the State of Oklahoma, for and on behalf of The Oklahoma National Guard, party of the second part:

WITNESSETH: In consideration of the sum of One and No/100 Dollars (\$1.00), in hand paid, receipt of which is hereby acknowledged, and, for other good and valuable consideration party of the first part, hereby leases and lets with full privilege of occupancy and usage, to The Oklahoma National Guard, the second party, for a rental consideration of One and No/100 Dollars (\$1.00) per annum, for military purposes, for a term and period of not to exceed 99 years from the date hereof, the following described land together with all improvements and buildings thereon, to-wit:

D E S C R I P T I O N

The West 275.4 feet of the North 442.66 feet of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 13, Township 21N, Range 12E, less Public Highway Right-of-way; also less 0.43 acres contained in the above description, heretofore conveyed to the State of Oklahoma, described as follows, to-wit:

Starting at the Southwest corner of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of said Section 13, Township 21N, Range 12E; thence east along the south line of said Southwest Quarter of the Northwest Quarter of the Southwest Quarter, a distance of 335.5' to a point; thence North and parallel with the West line of said Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 13, Township 21N, Range 12E, a distance of 30' to a point, said point being on the North right-of-way line of Tulsa County Highway and said point being the P.T. of a curve along the Northerly Right-of-way line of said Tulsa County Highway; thence in a Northwesterly direction along the Northerly Right-of-way line of Tulsa County Highway around a curve whose radius is 281.9', a distance of 346.9' to a point, said point being on the Northeasterly Right-of-way line of Tulsa County Highway, being a P.C. which point is the point of beginning; thence North 69°44' East, a distance of 153.06' to a point; thence North 20°16' west, a distance of 125' to a point; thence South 69°44' west, a distance of 140' to a point, said point being on the easterly right-of-way line of Tulsa County Highway; thence along the easterly line of Tulsa County Highway around a curve whose radius is 605', a distance of 125.92' to the point of beginning. Containing .43 acres more or less, County of Tulsa, State of Oklahoma.

The net acreage herein conveyed being 1.96 acres, more or less.

Conditioned, however, that should said above described lands, improvements, and buildings which may be thereon, cease to be used and occupied, or abandoned by the Oklahoma National Guard, at any time before the termination of this lease, then and in such event, this agreement shall become null and void; otherwise, to remain in force and effect.

It is further conditioned that the second party is responsible for and will maintain the properties, improvements and buildings, now on, or which may later be sponsored, built, constructed and erected on the lands herein described, except such of the same, or such of the land as may not be required by the second party in which event when approved by the second party, first party may, at its option, use the premises not required by said second party.

It is further understood that nothing herein contained shall prevent the second party from authorizing the use of any part of the said land or any of the improvements thereon, for any public purpose, which, in the opinion of the second party, is not inimical to the public good, and