

December 10th, 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 authorized to execute same. Upon roll call, all members voting in the affirmative, motion was by the Chairman declared carried.

LEASE AGREEMENT BETWEEN
TULSA COUNTY
STATE OF OKLAHOMA
AND
THE OKLAHOMA NATIONAL GUARD

This Agreement, made and entered into on this 10 day of December, 1940, be and between Tulsa County, State of Oklahoma, by the Board of County Commissioners thereof, 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 10 day of December, 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 usages, 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, which lands are vested in the first party by conveyance of a perpetual easement from the City of Tulsa, State of Oklahoma, Grantor, to Tulsa County, State of Oklahoma, Grantee, dated September 27, 1940, description of said land as follows, to-wit:

DESCRIPTION

That part of Section 23, Township 20 North, Range 13 East, described as follows: Beginning at a point 2310.0 feet north of the southwest corner of said Section 23, and running thence east for a distance of 990.0 feet; thence south 45 degrees east for a distance of 2100.1 feet; thence north 45 degrees east for a distance of 1166.66 feet; thence north for a distance of 990.0 feet; thence north 45 degrees west for a distance of 932.7 feet; thence north for a distance of 660.0 feet, more or less; thence west for a distance of 2640.0 feet, more or less; thence south along the west line of Section 23, a distance of 1650.0 feet, more or less, to the point of beginning.

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

It is further agreed between the parties hereto that the first party shall have access to the buildings, grounds and all other facilities, now on, or which may be sponsored, built, constructed and erected, on the lands herein described, at all times, when not inconsistent with National Guard use, for the storing of equipment, materials and supplies of the County Highway Department, County Fair purposes, Farm Club purposes, Air Field Meets and Exhibitions, during the Fair period.

To all of which the parties hereto have agreed on the day and year first above set out.

TULSA COUNTY, STATE OF OKLAHOMA.

BY: G. H. SHEPARD, CHAIRMAN, BOARD OF
COUNTY COMMISSIONERS, PARTY OF THE
FIRST PART.

OKLAHOMA NATIONAL GUARD

BY: GEORGE A. DAVIS, ADJUTANT
GENERAL OF OKLAHOMA, PARTY OF
THE SECOND PART.

ATTEST: ANDY STOKES, COUNTY CLERK,
TULSA COUNTY. (SEAL)