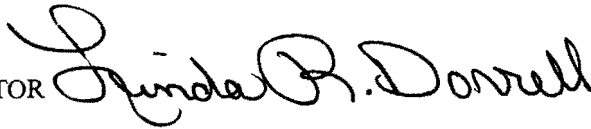

TULSA COUNTY
PURCHASING
DEPARTMENT

MEMO

DATE: JUNE 19, 2013

FROM: LINDA R. DORRELL
PURCHASING DIRECTOR 

TO: BOARD OF COUNTY COMMISSIONERS

SUBJECT: LEASE AGREEMENT – WINFIELD SEALANDER & EVANS SEALANDER

SUBMITTED FOR YOUR APPROVAL AND EXECUTION IS THE ATTACHED LEASE AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE TULSA COUNTY JUVENILE BUREAU AND WINFIELD S. SEALANDER AND EVANS H. SEALANDER FOR LEASE OF THE PORTION OF THE BUILDING AT THE NORTHPOINT SHOPPING CENTER, LOCATED AT 205 E. PINE STREET, SUITE 13, TULSA, OK 74106 FROM FEBRUARY 13, 2013 TO JUNE 30, 2013.

RESPECTFULLY SUBMITTED FOR YOUR APPROVAL AND EXECUTION.

LRD/arh

ORIGINAL: PAT KEY, COUNTY CLERK, FOR THE JUNE 24, 2013 AGENDA.

COPIES: COMMISSIONER JOHN M. SMALIGO
COMMISSIONER KAREN KEITH
COMMISSIONER FRED R. PERRY
MARK LIOTTA, CHIEF DEPUTY
BRENT WOLFE, DIRECTOR, JUVENILE BUREAU

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into effective the 13th day of February, 2013, by and between (a) Winfield S. Sealander and Evans H. Sealander, (hereinafter called "Landlord"), and (b) the Board of County Commissioners on behalf of Tulsa County Juvenile Bureau, Tulsa County, Oklahoma, (hereinafter called "Tenant").

In consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, and each of them, agree as follows:

1. **Leased Premises.** Landlord does hereby lease, demise and let unto Tenant and Tenant does hereby lease from Landlord, that portion of the building (the "Building") depicted on the attached Exhibit A, known as Suite 13, containing approximately 3,892 net rentable square feet, together with all improvements now existing or hereafter placed thereon (such real property, buildings and improvements being hereinafter collectively referred to as the "Leased Premises").

2. **Primary Term and Extension Options.**

The primary term of this Lease shall commence on February 13, 2013 and end on June 30, 2013, unless terminated sooner pursuant to the provisions of this Lease Agreement.

3. **Use of Leased Premises.** The Leased Premises shall be used by Tenant for general office space for administrative services provided in connection with its organization and for no other purpose. Tenant shall occupy the Leased Premises, conduct its business and control its agents, employees, invitees and visitors in such a manner that is lawful, reputable and will not create a nuisance to other occupants or tenants of the Building

4. **Services Provided by Landlord.** During the term of this Lease, Landlord shall provide the following at its expense:

a. water and garbage service at those points of supply provided for general use of other tenants in the Building and electricity for use in the Leased Premises;

b. central heating and air conditioning during Tenant's regular business hours in season, and at temperatures and in amounts as reasonably considered standard by Landlord;

c. any currently existing elevator service; and

d. janitorial cleaning service for the Common Areas, which shall only include the sweeping and cleaning of floors, the cleaning of lavatories and toilets in the Common Areas, the washing of exterior windows, the dusting of light fixtures and air grilles, and the disposal of trash from the Common Areas.

5. **Improvements by Landlord.** There are no Landlord improvements.

6. **Base Rental.** Tenant shall pay Base Monthly Rent based upon the square footage of space actually occupied by Tenant. The Base Monthly Rent shall be based upon the following formula for occupancy between February 13, 2013 through June 30, 2013.

$$(\text{Sq. Ft. Occupied During That Month} \times \$9.00) / 12 = \text{Base Monthly Rental}$$

The Base Monthly Rent shall be due and payable on the first day of each and every calendar month during the term of this Lease or any extension or renewal thereof, commencing on December 1, 2013. All rent to be paid to Landlord hereunder shall be payable and mailed to Landlord at Landlord's address set forth in Paragraph 26(h) below, unless Landlord designates in writing a different mailing address or a different payee for the rent. No change in the ownership of the Leased Premises or any portion thereof or of the rental payable hereunder shall be binding upon Tenant until it has been furnished with a certified copy of the instrument which in law evidences such change in ownership of the Leased Premises or a change in ownership of the rentals payable hereunder.

7. **Operating Expenses.** Tenant shall also be responsible for paying a share of the ad valorem taxes, utility charges, custodial charges, parking lot and landscaping repair and maintenance, security and insurance costs, and management fees related to the Building, the common areas and surrounding land.

Tenant's share of the previously described operating costs shall be based upon the square footage of the Leased Premises. Tenant shall pay the sum of THREE DOLLARS (\$3.00) per square foot of the Leased Premises as its share of the previously described operating expenses except Tenant's share of utility charges which shall be an additional charge to Tenant during the initial Lease Term and any renewals or extensions thereof.

Tenant's share of the previously described operating costs shall be billed monthly by Landlord and paid by Tenant in the following manner:

a. Tenant shall pay Tenant's share of the previously described operating costs to Landlord for the first month of its occupancy on or before the commencement of the Lease Term.

b. Thereafter, and throughout the Lease Term, Landlord shall deliver to Tenant a monthly invoice for Tenant's share of the previously described operating costs by the tenth of each month, and each such invoice shall be paid by the last day of that month.

All invoices shall contain sufficient information to allow Tenant to determine the accuracy of the manner and method by which its share of the previously described operating costs was calculated by Landlord.

All invoices and payments shall be mailed to the appropriate address set forth in Paragraph 27(h) of this Lease, unless Landlord or Tenant designates in writing a different address for such mailings, from time to time.

8. **Security Deposit.** Security Deposit has been waived.

9. **Insurance.** Tenant is self-insured. Tulsa County is responsible for its own coverage under the laws of Oklahoma. Any action on the part of a County employee, or hazard created by the County will be compensated by payment from County funds. Any incident caused by other contributing factors will be litigated through the Board of County Commissioners and the District Attorney's Office. Major claims, upon adjustment, will be levied to the Tulsa County Debt Service Fund. Debt Service Fund judgments can be paid in from one to three years from property tax proceeds.

10. **Repairs and Maintenance.** Landlord shall not be required to make any improvements, replacements or repairs of any kind to the Leased Premises or the Building during the term of this Lease except that Landlord shall maintain the roof, foundation, parking and Common Areas, the structural soundness of the exterior walls, doors, corridors, windows and other structures or equipment serving the Leased Premises, including the electrical and HVAC systems and snow and ice removal in the parking lot. Tenant shall keep and maintain during the term of this Lease, and any extension or renewal thereof, the balance of the Leased Premises, including, but not limited to, any plate glass and tenant signage. Tenant shall keep and maintain all portions of the Leased Premises and other improvements for which it is responsible in a clean and orderly condition at all times free of accumulation of dirt, rubbish, Tenant shall also repair any damage caused to the Building and/or surrounding land by its agents, contractors and/or employees.

11. **Equipment, Fixtures and Signs.** Tenant shall not have the right to place, erect, install, maintain and operate on the Leased Premises any equipment, fixtures, signs, awnings, advertising matter or other thing of any kind unless Landlord's written permission is first obtained, provided that Tenant shall have the right to install its standard sign package, including overhead storefront signage on the front and rear of the building, as well as signage on any pylon or monument sign, as reflected in the attached Exhibit B. All costs and permits to be responsibility of Tenant. Any equipment, fixtures, signs, awning, advertising matter or other thing placed upon the Leased Premises with Landlord's permission shall at all times remain the personal property of Tenant. In the event of the ultimate removal of any equipment, fixtures, signs or other personal property of Tenant, Tenant shall repair any material damages resulting therefrom.

12. **Compliance with Laws, Orders, Ordinances, and Rules and Regulations.** Tenant agrees that in the maintenance, operation, use and occupancy of the Leased Premises during the term of this Lease and any extension or renewal thereof, Tenant will, or will cause all persons claiming by, through or under Tenant, to comply with all laws, ordinances and certificates of occupancy issued pursuant to any law or by any public officer and the orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof which may be applicable to the Leased Premises or to the use or manner of use of the Leased Premises, including, but not limited to, the Americans With Disabilities Act of 1990 (the "ADA"). Tenant shall likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the Leased Premises or improvements or to the use or manner of use of the same. Tenant shall also comply with all reasonable rules and

regulations of the Building adopted by Landlord from time to time that are provided to Tenant in a timely manner, at least thirty (30) days prior to the date of commencement.

13. **Building, Common and Service Area Alterations.** Landlord shall have the right to decorate and to make repairs, alterations, additions, changes or improvements, whether structural or otherwise, in, about, or on the Building, as long it does not interfere with Tenant's business. In connection therewith, Landlord may change, alter, relocate, remove or replace service areas and/or Common Areas, and place, inspect, repair and replace in the Leased Premises (below floors, above ceilings or next to columns) utility lines, pipes and the like to serve other areas of the Building.

14. **Assignment and Subletting.** Tenant may assign or sublet the Leased Premises or any portion thereof to any other person or entity only upon the prior written consent of Landlord, which consent may be withheld for any reason, and/or conditioned upon any terms Landlord desires to impose, in its sole discretion, provided that Tenant may assign this Lease or sublet the Leased Premises to its holding company or a subsidiary of its holding company. Any such assignment or subletting shall not relieve Tenant from its obligations under the terms of this Lease.

15. **Inspection of Leased Premises.** Landlord shall have the right to enter upon the Leased Premises or any portion thereof during the regular business hours of Tenant upon twenty-four (24) hours' advance written notice to Tenant, for the purpose of inspecting the same or correcting any condition which may exist thereon which is in violation of this Lease or for any other reasonable purpose, but such rights shall be exercised in a manner so as not to interfere unreasonably with the business of Tenant. At any time within ninety (90) days prior to the expiration of the primary term of this Lease or any renewals hereof, Landlord may show the Leased Premises to prospective purchasers or tenants and may, with the consent of Tenant, display a notice on the Leased Premises advertising the same for sale or lease. Nothing herein contained shall prevent Landlord from entering upon the Leased Premises at any time and under any condition for the purpose of correcting any emergency or the violation of any ordinance, statute or law by Tenant. Landlord acknowledges, accepts and will honor that the nature of the Tenant's business and activities at this location involve restricted access matters such as, but not limited to, records, notes and court orders that are confidential in nature. In that regard, Landlord will contact Tenant prior to such heretofore referred to entry and will be accompanied by Tenant at all times.

16. **Damage or Destruction.**

(a) If the Leased Premises or any part thereof are damaged or destroyed (i) to such an extent and degree as to materially affect Tenant's utilization of the Leased Premises, determined by Tenant in its reasonable discretion, or (ii) to such an extent that the same cannot be restored to its original condition within ninety (90) days using standard working measures and procedures, Tenant shall have the option to terminate this Lease upon written notice to Landlord within thirty (30) days from the date of such damage or destruction and all rental and other obligations due and owing by Tenant to Landlord hereunder shall be prorated and adjusted to the date of such damage or destruction. If Tenant does not elect to terminate this Lease, then Tenant shall, within

sixty (60) days from the date of such damage or destruction, proceed in good faith and with reasonable diligence to repair and/or rebuild any and all such improvements to substantially the same condition existing prior to such damage; provided, however, Tenant shall not be required to expend any funds in excess of those received from insurance proceeds. During the restoration of the Leased Premises, if Tenant is unable to conduct reasonably its business in its customary manner, as determined by Tenant in its reasonable discretion, then the rents provided herein shall abate and the term hereof shall be tolled during the period of such restoration.

(b) In the event Tenant is obligated or elects to repair or restore the Leased Premises as provided herein, all insurance proceeds from policies maintained by Tenant shall be paid to Tenant for the sole purpose and as the sole source of funds for rebuilding and repairing such premises. In the event Tenant elects to terminate this Lease as provided above, then all such insurance proceeds shall be paid first to Landlord for the rebuilding of the Leased Premises, and any remaining amounts, if any, shall be paid to Tenant.

(c) Notwithstanding any provision contained herein to the contrary, if the Leased Premises are damaged or destroyed during the last year of the primary term hereof or during any renewal term, Landlord and Tenant shall each have the option to terminate this Lease upon thirty (30) days' prior written notice to the other of such election in which event this Lease shall terminate whereupon the rent and all other financial obligations of Tenant shall be adjusted to the date of such damage or destruction and paid only to such date.

17. **Additions, Alterations or Remodeling.** Tenant shall have the right, at Tenant's sole cost and expense, to make any alterations, decorations, improvements or additions to the Leased Premises reasonably required for the purpose of Tenant's business, as determined by Tenant, provided that Tenant has first obtained Landlord's written consent to such alterations, decorations, improvements or additions. Any such approved alterations, decorations, improvements or additions shall be made in compliance with all local, state and federal ordinances, rules, statutes and laws having jurisdiction over the Leased Premises, including, but not limited to, the ADA.

18. **Continuous Occupancy.** Tenant shall not be considered in default by reason of abandonment and/or non-use of the Leased Premises as long as Tenant continues to pay all amounts due under the terms of this Lease.

19. **Brokers.** Landlord and Tenant each represent to the other that no broker, real estate agent, and/or similar professional have been engaged to represent either party in connection with this Lease Agreement, and/or the Leased Premises.

20. **Events of Default.** The following events shall be deemed to be events of default by Tenant hereunder:

(d) Failure by Tenant to pay any portion of the rent required to be paid hereunder or failure to pay any other financial obligation imposed upon Tenant by the terms hereof within ten (10) business days of when due;

(e) Failure by Tenant to comply with any term, covenant or provision of this Lease, other than as referred to in Paragraph 21(a) above and shall not commence to correct such failure within thirty (30) days after written notice thereof to Tenant from Landlord specifying such failure and requesting that it be remedied, or having so commenced to correct such failure neglects and fails to prosecute such correction with due diligence to completion. Upon the occurrence of any of the aforesaid events of default Landlord shall have the option to accelerate all amounts due hereunder as Base Monthly Rent, and/or pursue any one or more of the following remedies without any further demand or notice whatsoever (i) terminate this Lease in which event Tenant shall immediately surrender the Leased Premises to Landlord; or (ii) without terminating this Lease, enter upon the Leased Premises and, without disturbing Tenant's occupancy of the Leased Premises, do whatever Tenant is obligated to do under the terms of this Lease whereupon Tenant shall reimburse Landlord upon demand for any reasonable expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease. Landlord may also pursue any other remedies available under Oklahoma law. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law. Nothing provided by law or contained herein shall be deemed to obligate Landlord to expend any funds.

21. **Default of Landlord.** Unless otherwise set forth herein, in the event of any default by Landlord of any of Landlord's obligations hereunder, Tenant may, at its option and upon ten (10) days' prior written notice to Landlord, terminate this Lease or incur any expense necessary to perform the obligations of Landlord. All sums incurred by Tenant in connection therewith shall be paid by Landlord to Tenant upon demand. Under no circumstances shall Tenant have the right to off-set its rental or payment obligations to Landlord.

22. **Redelivery of Leased Premises.** Tenant shall, upon termination or cancellation of this Lease, peacefully quit, surrender and deliver unto Landlord the Leased Premises in as good a condition as when received, with the exception of normal wear and tear. All alterations, improvements and other additions made to the Leased Premises by either party hereto shall become the property of Landlord and shall not be removed by Tenant upon termination or cancellation hereof. Provided however, all furniture, fixtures, machinery, improvements, signage and equipment installed by Tenant shall at all times remain the property of Tenant and may be removed at any time on or before termination of this Lease. In removing such property of Tenant, Tenant agrees to repair any material damage resulting from such removal at the sole expense of Tenant.

23. **Underground Storage Tanks and/or Hazardous Substances.** Throughout the term of this Lease, Tenant shall prevent the presence, use, generation, release, discharge, storage, disposal or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to or from the Leased Premises other than in strict compliance with all applicable federal, state and local laws, rules, regulations and orders. For purposes of this provision, the term "Hazardous Materials" shall mean and refer to any wastes, materials or other substances of any

kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any applicable local, state or federal law, rule, regulation or order. Tenant shall indemnify, defend and hold harmless from and against

(a) any loss, cost, expense, claim or liability arising out of any investigation, monitoring, cleanup, containment, removal, storage or restoration work (herein referred to as "Remedial Work") required by, or incurred by Landlord or any other person or party in a reasonable belief that such Remedial Work is required by an applicable federal, state or local law, rule, regulation or order, or by any governmental agency, authority or political subdivision having jurisdiction over the Leased Premises, whether or not such claim arises out of activities occurring prior to the commencement of the term of this Lease and

(b) any claims of third parties for loss, injury, expense or damage arising out of the presence, release or discharge of any Hazardous Materials on, under, in, above, to or from the Leased Premises, whether or not such claim arises out of activities occurring prior to the commencement of the term of this Lease. In the event any Remedial Work is so required under any applicable federal, state or local law, rule, regulation or order, Tenant shall promptly perform or cause to be performed such Remedial Work in compliance with such law, rule, regulation or order. In the event Tenant shall fail to commence the Remedial Work in a timely fashion, or shall fail to prosecute diligently the Remedial Work to completion, such failure shall constitute an event of default on the part of Tenant under the terms of this Lease, and Landlord, in addition to any other rights or remedies afforded it hereunder, may, but shall not be obligated to, cause the Remedial Work to be performed, and Tenant shall promptly reimburse Landlord for the cost and expense thereof upon demand. Tenant further agrees to assume responsibility for compliance with any and all state and federal regulations governing the use of underground storage tanks.

24. Condemnation. If the Leased Premises or any part thereof shall be taken or condemned for any public purpose, this Lease shall terminate as to the part taken or condemned effective when the physical taking shall occur. If the portion not taken or condemned is, in the sole opinion of Tenant, not susceptible of occupancy by Tenant for Tenant's purposes, Tenant shall have the option to terminate this Lease in its entirety. If Tenant does not elect to terminate this Lease and continues to occupy the portion not taken or condemned, the Base Monthly Rent shall be adjusted and reduced by an equitable amount, as mutually agreed upon by Landlord and Tenant. Tenant shall not be entitled to a share of any award for condemnation for the value of the taking of the Lease Premises, but Tenant shall have the right to assert its claim for relocation expenses and cost of goodwill.

25. Quiet Enjoyment. So long as Tenant is not in default of the terms hereunder, Tenant shall peacefully hold and quietly enjoy the Leased Premises without interruption by Landlord, or any person claiming by, through or under Landlord.

26. General Terms, Covenants and Agreements.

(f) Time of Essence and Interest. It is mutually agreed that time is of the essence in the performance of each and every term, covenant and condition of this Lease. All payments that Tenant is obligated to make to Landlord under the terms of this Lease shall accrue interest at the rate of eighteen percent (18%) per annum, commencing ten (10) business days from when any such payment was initially due.

(g) Condition of Leased Premises. The Leased Premises are being let to Tenant "as is," "where is" without any type of representation and/or warranty by Landlord to Tenant regarding the Leased Premises, except for those representations and warranties set forth in this Lease and any attached Work Letter.

(h) Criminal Activity. Landlord shall not be liable to Tenant for losses to Tenant's property or personal injury caused by the criminal acts of third-parties, or by the entry of any person into the Leased Premises or the Building.

(i) Estoppel Certificates. Tenant shall furnish from time to time, within ten (10) days after a request to do so, a statement certifying to the extent requested such matters as may be reasonably required by Landlord regarding the nature and terms of this Lease, and Tenant's occupancy of the Leased Premises. Any such statement may be relied upon by Landlord, and any mortgagor or potential purchaser of the Building.

(j) Entirety, Amendment and Waiver. This Lease constitutes the entire understanding and agreement by and between the parties hereto relative to the subject matters herein set forth. There are no terms, obligations, covenants, statements, representations, warranties or conditions relating to the subject matters hereof other than those specifically contained herein. This Lease supersedes all prior oral or written negotiations, agreements and covenants relative to the subject matters herein contained. No amendment or modification of the terms of this Lease shall be deemed valid unless first reduced to writing and signed by both parties hereto and no waiver of any of the terms of this Lease shall be binding unless reduced to writing and signed by the party or parties sought to be charged with such waiver.

(k) Invalidity and Enforceability. Should any clause or provision of this Lease be determined by a court of competent jurisdiction to be invalid, void or voidable clause or provision shall not affect the whole of this instrument and the balance of the provisions hereof shall remain in full force and effect. Further, if the original intent of any clause or provision held to be invalid, void or voidable, can be preserved and such invalid, void or voidable clause or provision corrected by revision of the verbiage utilized in this Lease, then the parties hereto shall enter into such written amendments to this Lease as shall be necessary in order to effectuate the enforceability of such clause or provision and the original intent of the parties as reflected hereunder.

(l) Binding Effect. It is agreed that the provisions, covenants and conditions of this Lease shall be binding upon each of the parties hereto, and their successors and assigns.

(m) **Notices and Communications.** All notices required or which may be given under the terms of this lease or any other communications between Landlord and Tenant provided by the terms hereof or pertaining or relating to this Lease shall be deemed to be properly given and served if reduced to writing and sent by registered or certified mail, postage prepaid, with return receipt requested, and if intended for Landlord, addressed to Landlord c/o Scalander Brokerage, Ltd., 809 Virginia Avenue SE, Washington D.C. 20003, and if intended for Tenant, addressed to Tenant at Tulsa County Juvenile Bureau 315 S. Gilcrease Museum Rd., Tulsa, OK 74127 .Unless otherwise stated, the effective date of any such notice or communication shall be the date on which the same is received. Either party hereto may change the address to which notice is to be sent to such party by prior written notice to the other.

(n) **Applicable Law.** This Lease has been prepared in accordance with the laws of the State of Oklahoma and is to be interpreted, construed and enforced in accordance with the substantive laws of the State of Oklahoma, without reference to any matter related to conflicts of law.


(o) **Duplicate and Electronic Originals and Copies.** Any fully executed copy of this Lease shall be deemed for all purposes as a duplicate original hereof. An executed Lease, whether an original or a copy, transmitted by facsimile, e-mail, and/or any other means shall be treated for all purposes as an original executed Lease.

27. Tenant's Obligations. Tenant's obligations under this Lease shall at all times be contingent upon the Board of County Commissioners of Tulsa County appropriating funds each fiscal year sufficient to pay any required lease payments due and payable for that fiscal year.

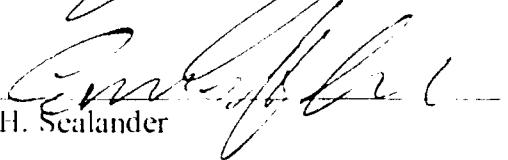
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease as of the date first above written.

"LANDLORD"



Winfield S. Scalander



Evans H. Scalander

"TENANT"

By: _____

Karen Keith, Chairman
Board of County Commissioners of Tulsa
County Oklahoma on behalf of The Tulsa
County Juvenile Bureau

EXHIBIT A

