

**AMENDED
LEASE AGREEMENT**

This Lease Agreement made and entered into effective the _____ day of _____, 2019, by and between **Sharon K. Petrik**, (hereinafter "Lessor") and **City of Broken Arrow, Oklahoma** (hereinafter "Lessee"), pursuant to the terms and conditions hereinafter set forth.

1. LEASED PREMISES.

Lessor does hereby lease, demise and let unto the Lessee the first and second floor, together with all improvements, located at 111 E. Commercial, Broken Arrow, Oklahoma, situated upon and within that platted property, more particularly described as:

The East Thirty-nine feet of Lot 1, Block Forty Six (46), Original Town of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded Plat thereof, *more or less*.

2. PRIMARY TERM OF LEASE.

This Lease shall be for a term of three (3) years, commencing March 1, 2019, and ending at 12:00 p.m. March 1, 2021, subject to annual appropriations. Lessee must provide 60 days written notice to Lessor of intent not to renew the Lease by March 1 of each lease year. If Lessee provides written notice of intent not to renew, the Lease will be deemed terminated.

3. RENTAL RATE.

Lessee shall pay the Lessor rental payments commencing on the 1st day of March 2019, at the initial rate of Two Thousand Six Hundred Forty and no/100 Dollars (\$2,640.00) per month, continuing on the 1st day of each month thereafter until March 1, 2021.

4. OTHER RENTAL PAYMENT PROVISIONS.

- a. All rentals shall be payable in advance on the **first (1st)** day of each month and shall be in arrears if not received by the 10th day of each month.

- b. Rental payments shall be made payable to Sharon K. Petrik, and shall be deposited to First National Bank and Trust, Broken Arrow, Oklahoma, Account No. 03 74603, or, in the alternative, at such place as Lessor designates in writing to the Lessee at any time in the future. Lessor shall have the right to deposit any security deposit to this account.

- c. A One Hundred Fifty Dollar (\$150.00) administrative charge shall be assessable for late payments, as and for agreed liquidated damages, if and in the event rental payments should be received by the Lessor subsequent to the 10th day of each month.
- d. A security deposit of Two Thousand Six Hundred Forty and no/100 Dollars (\$2,640.00) shall be deposited with the Lessor at the commencement of the lease term (March 1, 2019) and shall be held in trust by the Lessor throughout the term of this lease to cover the cost of damages occurring to the property during the term of the Lease, ordinary wear and tear excepted. In the event damages occur which are caused by the Lessee and exceed the deposit amount, Lessee shall be responsible for the same. Lessor shall have the option of applying the deposit to any unpaid rentals during the period of occupancy.

5. UTILITY CHARGES.

Lessee shall be responsible for and shall pay for, if and where applicable, all water & sewer, waste disposal, gas, janitorial services, telephone, internet, cable TV and electricity charges for the leased property during the lease period.

6. CONDITION OF PREMISES.

From commencement of the lease, the interior of the occupied space shall be delivered according to the following specifications:

- a. First Floor
 - (1) clear epoxy sealant on concrete floor;
 - (2) clear epoxy sealant on interior brick walls on the South, East and West sides;
 - (3) unpainted smooth finished drywall around the restroom, staircase/hallway and beneath the windows on the North side;
 - (4) exterior doors shall be glass with aluminum frame; and
 - (5) ADA Restroom with Toilet w/paper dispenser, sink w/mirror, soap dispenser, towel dispenser, sanitary napkin disposal and mop/broom closet with holders.
- b. Second Floor
 - (1) unpainted smooth finished drywall on all interior walls and ceiling;
 - (2) floor shall be of wood laminate material; and
 - (3) ADA Restroom with Toilet w/paper dispenser, sink w/mirror, soap dispenser, towel dispenser, sanitary napkin disposal and mop/broom closet with holders.

Lessor shall receive the subject property in a "white box" condition. All interior build-out of the premises shall be at the expense of the Lessee, shall be coordinated between the Lessor and Lessee with respect to all interior walls, painting, ductwork locations, floor coverings, lights and electrical outlets, the design of which shall meet the approval of the Lessor prior to initiation of construction. All construction shall be accomplished by licensed and insured contractors in accordance with municipal ordinances.

7. USE OF PREMISES DURING OCCUPANCY.

During the term of Lease, premises shall be used only for lawful purposes relating to the municipal government business for which the property is being leased and which will not interfere with adjacent property owners. Lessee shall comply with all laws, ordinances, rules and regulations of the applicable municipality, county, state, and the United States, or any governmental agency or authority having jurisdiction and regulating the use or occupancy of such premises.

8. ASSIGNMENT OR SUBLetting.

Lessee shall not assign this Lease or sublet the whole or any part of the Leased Premises without the prior written consent of and in the discretion of the Lessor. In the event the Lessor gives permission to sublet or assign this lease, Lessee shall continue to remain responsible under the terms of the Lease until released by the Lessor.

9. NOTICES.

Any notice contemplated by the terms of this Lease shall be given by certified United States mail, postage prepaid, and addressed:

To Lessor: Sharon K. Petrik
717 W. South Park Blvd.
Broken Arrow, OK 74011

To the Lessee: Attn: Lori Hill
City of Broken Arrow
Tourism Director
P. O. Box 610
Broken Arrow, OK 74013

10. CARE OF PREMISES.

Lessee shall not perform any acts or carry on any activity, which may injure the leased premises, or any portion thereof, nor shall the Lessee be a nuisance or a menace to other surrounding property owners or their lessees.

Lessee agrees to maintain the premises in a clean condition, preventing the accumulation of dirt on the floors, walls and ceilings. Further, Lessee shall maintain the premises and the sewer lines free of all waste products, which might clog the lines, and Lessee shall regularly remove and dispose of all waste from the premises.

Lessee shall be responsible for a regular system of pest control for the leased premises, maintaining the premises insect and rodent free during the period of occupancy and shall leave no food waste or products to accumulate on the premises which might draw insects and/rodents.

In the event the Lessee fails to maintain the premises accordingly, Lessor has the authority to take corrective action to maintain the same. The cost of any required maintenance shall be paid by the Lessee.

11. MAINTENANCE AND REPAIRS.

Lessee shall maintain in good repair the interior of the Leased Premises. There shall be no alterations to or damage to the interior of the building while the Lessee shall have possession thereof.

The Lessor, and her agents and employees, shall have the right to enter into and upon the Leased Premises by providing 24-hour notice to inspect, maintain, repair or make replacements to the same. Lessee shall be responsible for any misuse or abuse to the restrooms and the heating and air conditioning systems.

12. ALTERATIONS TO PREMISES.

Alterations, *if any are made to the Leased Premises*, may be made by the Lessee **only upon obtaining the express written approval and consent of the Lessor upon submission of detailed plans for any such alterations**. Failure to adhere to the policy shall render the Lessee in default of this agreement and subject to removal therefrom. Any alterations or additions to the Leased Premises, unless removable without materially affecting the premises, shall become property of the Lessor upon termination of the Lease. All brick walls shall remain in their leased state and shall not be painted by the Lessee or its agents.

13. SIGNS AND ADVERTISEMENTS.

Lessee *shall obtain prior written approval before* either removing or installing, causing or allowing to be removed or installed, any sign on the outside of the Leased Premises. Any installation, after being so approved by the Lessor, shall be maintained in good condition by the Lessee.

14. INSURANCE.

- a. Lessee shall take such steps as deemed reasonably necessary for the protection of the

Lessee's interests, its agents, employees and invitees as well as any personal property belonging to the Lessee, against injury, damage or loss, by either insurance, self-insurance, or otherwise, however the Lessee deems fit.

b. Lessee shall add the subject property to its current property insurance policy.

c. Any security services desired by the Lessee shall be at the discretion and expense of the Lessee during the period of occupancy.

15. FORCE MAJEURE.

Lessor shall be held harmless and excused from performance for any period of time due to catastrophe to the premises caused by acts beyond the control of the Lessor. In such event, Lessor or Lessee may terminate this Lease, and all parties hereto shall be relieved of any further obligation hereunder, except as to rentals past due and payable as of the date of such event.

16. DEFAULT PROVISIONS.

Default by the Lessee shall consist of the following acts:

- a. Nonpayment of rent pursuant to paragraphs 3 & 4 above;
- b. Abandonment of the premises for greater than 30 days;
- c. Insolvency of the Lessee; or
- d. Failure to comply with any provision contained in this Lease.

17. LESSOR'S REMEDIES.

In the event of breach of this agreement, Lessor shall have available all remedies provided by law or equity within and under the laws of the State of Oklahoma.

18. HOLDOVER PROVISIONS.

In the event Lessee should hold over after the term of this Lease without renewal of the same, Lessee shall become a *Lessee at will* subject to termination by the giving of 30 days written notice by the Lessor.

19. QUIET ENJOYMENT.

Lessee, upon paying of rentals provided and upon performing the terms and conditions herein contained, shall be entitled to peaceably and quietly enjoy the premises for the term of this Lease.

20. ENTIRETY OF AGREEMENT.

This instrument contains the entire agreement of the parties, and all prior negotiations, oral representations and agreements are to be considered merged herein or shall not exist.

21. APPLICABLE LAW.

This instrument shall be interpreted and construed under the laws of the State of Oklahoma.

This Lease Agreement is executed the 15th day of JANUARY, 2019.

Lessor:

Sharon K. Petrik
Sharon K. Petrik

Lessee: City of Broken Arrow

By: Michael Spurgeon, City Manager

Acknowledged before me this 15th day of January, 2019,
by Sharon K. Petrik.



Patricia Roberts
Notary Public
My Commission Expires:
June 3, 2020