



Agenda Commentary

Item Title/ Subject: Riverside Golf Sign Lease

Staff Source: City Manager, Steve Hewitt

Date: March 28, 2014

Background/Subject Information:

Current lease with Mr. Tisdal has expired. City was paying the cost of an annual golf membership to Mr. Tisdal for Riverside Sign in his land.

Mr. Tisdal has requested that the new lease be a service agreement for our sign remaining at the location. Mr. Tisdal would like the vacant land be mowed at regular intervals.

(see attached lease proposed) 10 year term with 60 day termination clause.

Recommendation:

Staff has no issues with this option. Parks staff can mow this area as needed. (City Attorney has reviewed)

SIGN LEASE

This lease, made and entered into this ___ day of _____, 2014, by and between M. Eloise Tisdal, Rural Route 1, Box 3627, Clinton, OK 73601, hereinafter referred to as Lessor, and the City of Clinton, Oklahoma and the Clinton Recreational Authority, hereinafter referred to as Lessees.

SECTION ONE DESCRIPTION OF PROPERTY

In consideration of the rent provided for in Section 2 of this lease, Lessors hereby lease to Lessees real property belonging to Lessor located in Custer County, Oklahoma, more particularly described as follows:

A lesser tract of land lying in the Southeast Corner of the following described tract of land: A strip, piece or parcel of land lying in the Southeast Corner of the Northwest Quarter (NW/4) of Section 13, Township 12 North, Range 17 West I.M., Custer County, Oklahoma, being further described by metes and bounds as follows: Beginning at a point 33 feet North and 16½ feet West of the Southeast Corner of the Northwest Quarter (NW/4) of Section 13, Township 12 North, Range 17, West I.M., THENCE Northerly and parallel to the East line of said quarter section a distance of 1,124 feet; THENCE Westerly and parallel to South line of said quarter section, a distance of 387.5 feet; THENCE Southerly and parallel to East line of said quarter section a distance of 1,124 feet; THENCE Easterly and parallel to South line of said quarter section along the North right of way line of U.S. Highway 66, a distance of 387.5 feet to point of beginning, containing 10 acres more or less, together with all rights of grantor under and by the terms of any right of way or easement grants, together with all the improvements thereon and the appurtenances thereunto belonging.

It is understood that the tract of land leased hereby shall be of the minimum size required for the placement of one sign, as now located on the described property, advertising the Riverside Golf Course, only. The tract leased hereby shall be deemed to be the least amount of land required to allow for the placement of such sign, as it currently exists. Any changes to the size or contents of the sign must be approved by Lessor.

SECTION TWO TERM

Subject to Sections Ten and Eleven hereof, the term of this lease shall be for a term of ten (10) years beginning the ___ day of _____, 20___, and for each year thereafter until terminated by the parties.

SECTION THREE RENT

In consideration of said lease rights, Lessee shall mow, at regular intervals, the tract identified in Section One.

SECTION FOUR USE OF PROPERTY

Lessees shall use the property solely for the construction, maintenance and removal of one sign advertising the Riverside Golf Course, only, and for no other purpose whatsoever.

SECTION FIVE COMPLIANCE WITH LAW

In its use of the lease property, Lessees shall fully comply with all applicable Federal, State, County and Municipal statutes, rules and regulations and ordinances.

SECTION SIX REPAIRS AND MAINTENANCE

Lessees shall, at all times during the term of this lease, keep the sign placed by Lessees on the leased property in good repair and shall maintain it, and the property around it, in a clean and attractive condition.

SECTION SEVEN NOXIOUS WEEDS AND MOWING

Lessees shall remove by roots or otherwise effectively destroy all thistles and other noxious weeds growing on the immediate area under said sign. Lessees shall use no chemical weed killers dangerous to crops, animals or human beings and shall keep the property under the

sign and around the sign neatly mowed.

SECTION EIGHT OWNERSHIP AND IMPROVEMENTS

All improvements erected by Lessees on the leased property shall remain the property of Lessees and shall be removed by Lessees at the termination of this lease.

SECTION NINE ACCESS TO LEASED PROPERTY

Lessor grants Lessees the right to pass to and from the leased property during the term of this lease by gaining access from the closest point to the sign on the North-South road located on the East side of the above described property.

SECTION TEN TERMINATION

Either party may terminate this lease by giving 60 days written notice to the other party. Unless earlier terminated, this lease shall terminate at the will of either party subsequent expiration of the ten (10) year term. Upon termination hereof, Lessees shall immediately remove the sign and restore the property to its former condition, at the sole expense of Lessees.

SECTION ELEVEN DEFAULT

Upon default in any of the terms hereof, Lessees shall have ten (10) days to cure the same after notice thereof by Lessor. If Lessees shall fail to cure such breach within such period, this lease shall terminate, and Lessees shall remove the sign, at its sole expense. In enforcing the terms hereof, Lessor shall be allowed reasonable attorneys' fees and expenses in addition to any damages sustained.

SECTION TWELVE INDEMNIFICATION

Lessees shall pay for, defend and hold Lessor harmless from, any claim, loss, cost,

