

LEASE AGREEMENT

That this lease made and entered into this 6<sup>th</sup> day of June 2009 by and between "Clinton Abstract Company, Inc., hereinafter referred to as Abstract", and the City of Clinton, Oklahoma, a municipal corporation, hereinafter referred to as City.

SECTION ONE

DESCRIPTION OF PROPERTY; TERM

In consideration of the rent provided for in Section Two of this Lease, Abstract leases to City real property belonging to Abstract located in Custer County, Oklahoma, and more particularly described as follows, to-wit:

North Half of Lots 15, 16 and 17, Block 26,  
Original Townsite of Clinton, Custer County,  
Oklahoma.

For a term of three (3) years beginning August 1, 2009

SECTION TWO

RENT

City shall pay to Abstract rent in the total sum of \$6,300.00 said rent payable at the rate of \$175.00 per month beginning August 10, 2009, and on the 10<sup>th</sup> day of each month thereafter during the term of this lease.

### SECTION THREE

#### USE OF THE PREMISES

The lease premises may be used by City for any lawful purpose.

### SECTION FOUR

#### CONSTRUCTION OF IMPROVEMENTS

City shall have the right to bury a conduit containing communication cables across the lawn area from the fire station to the premises and to construct a concrete slab for setting a generator and to make such other alterations or additions as may be necessary to allow full enjoyment of the above described property.

### SECTION FIVE

#### MOWING

City shall, in addition to the rent, heretofore paid, shall maintain the building, lawn and grass area. Further, any improvements made to the building shall remain with said building.

### SECTION SIX

#### ACCESS TO LEASED PROPERTY

Abstract shall have the use of the lawn area which shall be non-exclusive to City and no fence or barriers shall be constructed that denies Abstract access to the alley or ingress and egress to his property.

SECTION SEVEN

UTILITES

All water, gas, electricity, telephone and other utility services used on or furnished to the premises during the term of the lease shall be paid by the city.

CLINTON ABSTRACT COMPANY, INC.,  
LESSOR

BY : *Susan Hodges*  
SUSAN HODGES, VICE PRESIDENT

ATTEST:

*David E. Hodges*  
DAVID E. HODGES, SECRETARY

CITY OF CLINTON, OKLAHOMA, A  
MUNICIPAL CORPORATION, LESSEE

BY: \_\_\_\_\_  
ALLEN BRYSON, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa Anders, City Clerk