

LEASE

This lease is made and entered into on this 2 day of April, 2024 by and between the City of Anthony, Kansas, a Municipal Corporation, hereinafter referred to as the 'Lessor' and David Lingle and Kenetha Lingle hereinafter referred to as the Lessee'.

- 1. The Lessor is the owner of real estate described as **Lot #** 5 E. Cattail Cove Anthony City Lake, Harper County, Kansas (hereinafter 'Lake').
- 2. The Lessor hereby leases to the Lessee a cabin site (or sites) described as **Lot #** 5 E. Cattail Cove.
- 3. This Lease is for a period of Ninety-Nine (99) years. The Lessee agrees to pay a license fee, also referred to herein as a lot fee or rental fee, for each lot leased in the amounts as set forth herein.

4. The lot lease fees for the term of this Lease are as follows:

<u>Year</u>	<u>Maximum Lease Fee Per Lot</u>
2011	\$425.00
2012	\$450.00
2013	\$475.00
2014	\$500.00
2015	\$525.00
2016	\$550.00
2017	\$575.00
2018	\$600.00
2019	\$625.00
2020	\$650.00
2021	\$675.00
2022	\$700.00
2023	\$725.00
2024	\$750.00
2025	\$775.00

5. The Lessee agrees and understands that should the Lessor not raise the lot lease fees to the maximum amount in any one year, it is not waiving its right to raise the lot lease fees for any subsequent year or years. If the lot lease fees are raised, it shall be by resolution, but the resolution cannot violate the terms of this Lease. Lot lease fees after 2025 will be determined by the Lessor.

6. It is hereby understood and agreed that \$50.00 of this lease fee shall be placed in the Lake Capital Improvement Fund to be used for Anthony Lake improvements and \$75.00 of this lease shall be placed in a Lake Maintenance and Improvement Fund. Lessee shall be responsible for ad valorem taxes assessed by Harper County on the lease premises. The Lessee agrees to adhere to all City Ordinances and State Laws as they pertain to the Lake and Lake Lease sites. Whereby Lessor agrees that if Lessee conforms to all the terms, conditions and regulations set forth in this lease, this lease shall be renewable from at the end of the term.
7. Lot lease payment and ad valorem real property tax fees are to be paid in full to the City Clerk of the City of Anthony by March 1 of each year. If the Lessee fails to make these payments, plus \$50.00 penalty, by April 1 of the same year, the lease is hereby cancelled and all improvements on the property are to be removed from the premises within 90 days, and if improvements are not removed from the premises, the improvements shall become the sole property of the City of Anthony.
8. This Lease cannot be sold, traded, granted, or assigned (hereinafter transferred and its conjugations), without the approval of the Lessor. Lessor shall not withhold approval of such transfer without good cause. This is not intended to prohibit any lender from taking a bill of sale for security, however, should any lender become an owner due to a default, the lease ownership of the lender must be approved by the City Commission. A new lease term must be approved by the City Commission.
9. The transferee of any Lease must pay to the Lessor a lease assignment fee of \$25.00 before the assignment shall be approved by the Lessor. However, if the Lessee has not paid the year's lease in full, the remaining amount of that year's lot lease fee, and any other fees and bills in arrears owed to the City, must be paid in full before assignment will be approved by the Lessor.
10. All personal property taxes assessed and levied against tangible property located on this lease shall be paid to Harper County as due, and in no event shall the Anthony City Commissioners approve a transfer of this lease until all such taxes are prorated and paid.

11. The Lessor has the power and authority to make rules and regulations concerning disposal of solid or liquid waste of the Lessee located upon the property. Any septic system that may be placed upon the property by the Lessee is to meet the requirements of any federal or state laws, rules or regulations, as well as any regulations adopted by the City of Anthony. The City also has a right and authority to make rules and regulations as to the size, location and materials to be used in construction of any septic system.
12. All Lessees, including the use of recreational vehicles placed on an improved or unimproved Lake lot, shall abide by the City and State regulations for the proper disposal of waste.
13. All cabins, homes, residences or dwellings located upon the leased lot are to have the lot number on both the front and the back of each such building and the same are to be visible to the public and the numbers and letters must be at least three inches in size.
14. The Lessee is not permitted or authorized to put any chemical in the Lake, or any chemical upon any premises surrounding the Lake, that may cause said chemical to be blown or washed into the Lake.
15. All Lessees shall abide by the City building codes and obtain a building permit from the City of Anthony before any structure is placed upon the property being leased herein.
16. No roads or ways of access shall be made in, upon or across the Lake or any part thereof, without the written approval of the Lessor.
17. If the Lessee violates any law, rule or regulation of the State of Kansas, Ordinances of the City of Anthony, or regulations set forth by this Lease, or if the Lessee knowingly permits another or others to violate said laws, ordinances, rules or regulations, the Lessor may cancel and terminate the Lease. Upon termination of any Lease, the Lessee shall remove all of his property from the leased premises, and such property not removed there from within 90 days after the termination of such Lease shall, ipso facto, be forfeited to and shall become the property of the Lessor.
18. Any new Lake lots established after 2005 shall not be transferred or sold to another party if the lot is unimproved and has no living quarters. If Lessee no longer wishes to continue the lease, such lots shall be surrendered to the Lessor to be leased to another party by the governing body (Lessor).

19. This Lease may pass by Will, or by the laws of descent and distribution or inheritance under the laws of Kansas, for the remaining balance of the term of the Lease.
20. It shall be the responsibility of the Lessee to provide his own water supply, sewage disposal and solid waste disposal, and this is to be paid and provided at the cost and expense of the Lessee. The Lessee agrees and acknowledges that the Lessor is not in any way liable or responsible for any violation of any of the rules or regulations by any of the Lessees, if any.
21. This Lease shall be subject to such further rules, regulations and ordinances, as may be prescribed by the Lessor, however the lessor may not change the lease term or maximum lot lease fees as established herein as stated in paragraph 4.
22. Any burning or disposal of solid waste is governed by the laws of Kansas and violations of such acts are unlawful and subject to the penalties as provided by law.
23. When the term "Lessee or Lessees" appears herein the same shall apply to one and the same person where applicable.
24. The Lessor shall review the lot lease fees each year and if the lot lease fees are changed, shall publish a resolution setting forth the lease fee, however such fee shall not exceed the limitations as set forth in this Lease.
25. Upon the expiration of this Lease, the Lessor will review and may change any or all of the terms and conditions of any new or renewal Lease.

CITY OF ANTHONY, LESSOR

ATTEST:

City Clerk/Administrator or Mayor
Assistant City Clerk

David Lingle
David Lingle

Kenetha Lingle
Kenetha Lingle Lessees

NOTARY CERTIFICATIONS

County of Harper
State of KANSAS

On this day appeared before me said David & Kenetha Lingle to me personally known to be the individual (s) described in and who executed the foregoing statement, duly acknowledged to me that the individual (s) executed the same.

Sworn to and subscribed before me this 3 day of April, 2024



Lauren Brown
(Signature of Notary Public)

My Commission expires:
(SEAL) 06/06/2025

LEASEHOLDER RELINQUISHMENT

Regarding leased property at 5 E. Cattail Cove Anthony, KS

I, Earl Nelan, Leaseholder (s) of the property herein described, hereby relinquish all rights and privileges to the within described lease. I understand and agree that I am still responsible for all dues, such as lease payments, all taxes, and any other fees for said property up to the date this relinquishment is made effective by the Anthony City Commission. All such dues shall be prorated and paid in full prior to Commission approval of this document.

Signed this 2 day of April, 2024.

Earl Nelan

Present Leaseholder

NOTARY CERTIFICATIONS

County of Harper
State of Kansas

On this day appeared before me said Earl Nelan to me personally known to be the individual (s) described in and who executed the foregoing statement, duly acknowledged to me that the individual (s) executed the same.

Sworn to and subscribed before me this 2 day of April, 2024

Katie Denton

(Signature of Notary Public)

My Commission expires:
(SEAL) 1-5-2028

