

Gun Club

# LEASE

THIS AGREEMENT, Made and executed in duplicate this 25th day of July, 1988, by and between The City of Anthony, Kansas, a Municipal Corporation, Party of the First Part, hereinafter referred to as Lessor, and The Anthony Gun Club, Inc., a Corporation, Party of the Second Part, hereinafter referred to as Lessee, WITNESSETH:

WHEREAS, The Lessor is the owner of the real estate commonly known as the Gun Club, located at the Anthony City Lake in Harper County, Kansas, and it desires to lease same to Lessee and the Lessee desires to lease same;

NOW THEREFORE, The Lessor, for the consideration herein set forth, covenants and agrees to let and lease unto Lessee the real estate situated in the County of Harper, State of Kansas, commonly known as the Gun Club, located on the East side of the Anthony City Lake, containing 8.70 acres more or less, together with all the appurtenances thereunto belonging upon the terms and conditions hereinafter specified.

IN CONSIDERATION OF WHICH, Lessee agrees to pay to the Lessor the token sum of One and No/100 Dollar (\$1.00), per year. This lease shall terminate six (6) months after either party shall notify the other of an intention to cancel same; such notice shall be given in written form to the other.

The Lessee is granted the use and occupancy of the demised premises to be used exclusively as a public gun club and no part thereof shall be used for any other purpose; Lessee shall not have the privilege to assign this agreement or to sublet said premises; no alterations shall be made to the premises payable at the expense of the Lessor without the prior written consent of the Lessor having been obtained; the Lessee shall maintain the improvements located thereon in good order and repair and shall not commit nor allow waste thereof, reasonable wear and tear excepted; Lessee in its use and control of said premises shall be responsible for the expense of all utilities consumed during the term of this lease; Lessee shall keep and maintain the present appearance of said premises.

The Lessee shall obtain and pay for a public liability insurance policy covering said premises in the face amount of \$1,000,000.00; in addition to insuring the Lessee, such policy shall endorse the Lessor as an additional insured under the terms of the insurance policy. In addition, the Lessor shall endorse the club house building onto its existing property and casualty insurance package which covers the other property belonging to Lessor.

The Lessee shall hold Lessor harmless from any loss sustained from any claim or demand made upon Lessor for any suit filed or judgment or execution rendered against the Lessor which is caused by or results from the negligence of Lessee in constructing, maintaining and operating the Gun Club and Lessee shall provide insurance protection for any person who might suffer injury or damage caused by or resulting from Lessee's negligence.

The Lessor agrees that when its regular mowing operations at the Anthony City Lake are in the region of the Gun Club, that it will cause the grass to be mowed on the demised premises in the park area in front of the club house and the area beyond the traps. Lessee agrees that all other mowing on the demised premises shall be done at the expense of the Lessee. In the event special mowing is requested by the Lessee of the Lessor, such mowing shall be done at the expense of the Lessee. Lessor agrees that at the same time its other public septic restrooms at the Anthony City Lake are pumped out, that it will cause the public septic restrooms at the Gun Club to be pumped out.

All of the covenants and agreements contained herein shall be binding upon the Parties hereto, and their successors.

IN WITNESS WHEREOF, We have caused this instrument to be subscribed the day and year first above written.

The City of Anthony, Kansas, a  
Municipal Corporation.

Attest:

Donald F. Heidrick  
Donald Heidrick, City Clerk

Alvin Patterson  
By: Alvin Patterson, Mayor,  
Party of the First Part, Lessor.

The Anthony Gun Club, Inc., a  
Corporation.

Dan Cartmill  
By: Dan Cartmill, President,  
Party of Second Part, Lessee.

## SECOND AMENDMENT TO LEASE

THIS AGREEMENT, Made and executed in duplicate this 17<sup>th</sup> day of December, 2008, by and between The City of Anthony, Kansas, Party of the First Part, a referred to as Lessor, and The Anthony Gun Club, Inc., a corporation, Party of the Second Part, hereinafter referred to as Lessee, WITNESSETH:

THAT PARTY OF THE FIRST PART AND PARTY OF THE SECOND PART COVENANT AND AGREE TO AMEND LEASE DATED AUGUST 22, 1994 WITH AMENDMENT TO LEASE, dated September 5, 2005, AGREE TO A SECOND AMENDMENT TO LEASE as follows:

1. WHEREAS, The Lessor is the owner of the real estate commonly known as the Gun Club, located at the Anthony City Lake in Harper County, Kansas, and it desires to continue lease same to Lessee and the Lessee desires to lease same;
2. NOW THEREFORE, the Lessor, for the consideration herein set forth, covenants and agrees to let and lease unto Lessee the real estate situated in the County of Harper, State of Kansas, commonly known as the Gun Club, located on the East side of the Anthony City Lake, containing 8.70 acres more or less, together with all the appurtenances thereunto belonging for a term of three years commencing September 1, 2006 and ending August 31, 2009.
3. All other terms of the Lease dated August 22, 1994 shall remain the same.

IN WITNESS WHEREOF, we have hereunto subscribed our names the day and year first above written.

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City of Anthony – Howard D. Hatfield  
MAYOR – Party of the First Part

ATTEST:

\_\_\_\_\_  
Donald F. Heidrick – City Clerk/Administrator

The Anthony Gun Club, Inc.,  
a Corporation,

\_\_\_\_\_  
By: Sid Burkholder, President  
Party of Second Part, Lessee