

THIRD ADDENDUM TO THE ARKANSAS CITY PUBLIC LIBRARY LEASE AGREEMENT

THIS Third Addendum to the Lease Agreement is made and entered into this ____ day of September 2025, by and between:

The City of Arkansas City, Kansas,

A Duly Organized and Existing Municipality of the Second Class under the Laws of the State of Kansas (hereinafter referred to as the "City" or "Landlord"),

and

The Board of Directors of the Arkansas City Public Library,

A Body Corporate and Politic organized and existing pursuant to the laws of the State of Kansas (hereinafter referred to as the "Library" or "Tenant")

WITNESSETH:

WHEREAS, the City and Library entered into a Lease Agreement dated October 21, 1986, for the lease of the property located at 120 East Fifth Avenue, Arkansas City, Kansas, as legally described in Schedule I attached to the Lease; and

WHEREAS, the parties executed a First Addendum to the Lease Agreement on October 1, 1996, and a Second Addendum on April 7, 2009, extending the lease term and revising certain provisions; and

WHEREAS, the parties desire to further extend the lease term and affirm their mutual obligations and rights under the Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

SECTION ONE: Extension of Lease Term

The Lease term, entered into one year early, as to the addition 10-year extension of the Second Addendum which was set to expire September 30, 2026, is hereby further extended for an additional ten (10) years or such later date upon the exercise of any option extending the primary term of this leasehold for an additional ten years, pursuant to Article Nine. The new lease term shall begin on October 1, 2025, and shall terminate on September 30, 2035, unless sooner terminated as provided in the Lease or in any of its amendments.

SECTION TWO: Early Termination for New Facility

A new provision is hereby added to the Lease Agreement as follows:

Article Fifteen – Termination in the Event of New Library Construction

In the event the City or the Library constructs or relocates to a new library facility within the corporate limits of Arkansas City, either party may terminate this Lease by providing written notice of intent to terminate no less than ninety (90) days prior to the anticipated relocation or opening date of the new facility. Upon such termination, the Tenant shall vacate the premises and return possession to the Landlord in accordance with the terms of the Lease. No penalties or damages shall be assessed for early termination under this provision.

SECTION THREE: Clarification of Insurance Language

It is hereby clarified and mutually agreed by the parties that all references to 'lightening' in the original lease and addenda shall be interpreted as 'lightning' for the purposes of insurance requirements against fire and casualty loss. This clarification is made to ensure continued enforceability of all provisions related to insurance and general care of property as required under Article Six of the original Lease Agreement.

SECTION FOUR: Reaffirmation of Lease

All terms, conditions, and provisions of the Lease Agreement dated October 21, 1986, as amended by the First Addendum dated October 1, 1996, and the Second Addendum dated April 7, 2009, not otherwise modified by this Third Addendum, shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

SECTION FIVE: Incorporation

This Third Addendum shall be deemed a part of and incorporated into the Lease Agreement. In the event of any conflict between the terms of this Addendum and the Lease Agreement or previous Addenda, the terms of this Addendum shall control.

SECTION SIX: Allocation of Sale Proceeds

In the event the property located at 120 East Fifth Avenue, Arkansas City, Kansas, is sold following the relocation of the Library to a new facility, the net proceeds from such sale shall be placed in a dedicated fund. Said fund shall be used exclusively for the construction, furnishing, and equipping of the new library facility, including but not limited to building costs, interior outfitting, and capital improvements necessary for the operation of the Library. The City shall hold and administer these funds for the sole benefit of the Library.

SECTION SEVEN: Mutual Consent for Continued Occupancy

Notwithstanding Article Fifteen – Termination in the Event of New Library Construction, if the Library constructs or relocates to a new facility but elects to continue using and occupying the premises located at 120 East Fifth Avenue, Arkansas City, Kansas, the Lease shall not be terminated unless both the City and the Library mutually consent in writing. This provision is intended to safeguard the Library's option to maintain continued operations at the current facility should resources allow, while preserving the City's interest in the premises.

IN WITNESS WHEREOF

the parties hereto have executed this Third Addendum as of the day and year first above.

LANDLORD:

CITY OF ARKANSAS CITY, KANSAS

(SEAL)

By: _____
Chad D. Beeson, Mayor

ATTEST:

Tiffany Parsons, City Clerk

TENANT:

BOARD OF DIRECTORS OF THE
ARKANSAS CITY PUBLIC LIBRARY

By: _____

Chair

ATTEST:

By: _____

Secretary