

LEASE AGREEMENT

THIS AGREEMENT made and entered into this 10th day of November, 2014, by and between the CITY OF GARNETT, KANSAS, a municipal corporation, hereinafter referred to as the "CITY"; and the GARNETT COUNTRY CLUB, hereinafter referred to as "GCC".

WHEREAS, The City of Garnett owns and operates an extensive park system, including a park commonly known as the "North Lake Park", which is located in Section Nineteen (19), Township Twenty (20), Range Twenty (20), Anderson County, Kansas; and

WHEREAS, there is located in the said North Lake Park a nine-hole golf course; and

WHEREAS, GCC has, for several years, contributed to the maintenance and improvement of the said golf course under the terms of lease agreements with the CITY, beginning in 1968; and

WHEREAS, GCC has built on to an otherwise improved clubhouse building to the use and benefit of the entire municipal park system; and

WHEREAS, the CITY does hereby lease and let to GCC the aforementioned golf course for a term of ten (10) years, beginning on January 1, 2015 and ending on December 31, 2025.

FOR AND IN CONSIDERATION OF THE SAID LEASE, GCC agrees to maintain all greens, fairways, and rough areas, and to continue to improve the said nine-hole golf course; provided, however, that the CITY shall pay to GCC the sum of \$25,000.00 per annum to defray the costs and expenses incurred for said maintenance. The payments shall be paid on each anniversary date of this lease. The golf course will be kept and maintained in good condition, including but not limited to, proper mowing of rough areas. The obligation to maintain the fairways is suspended during any period of declared water emergency in the City of Garnett which results in restrictions on the use of water in accordance with the City's water emergency usage restrictions.

GCC shall not use the said course for any activity inconsistent with the operation of a golf course. Use of the course by the public schools for cross country sports or golf competition, or in connection with any such activity as a part of the school's physical education program, is specifically permitted. Any other inconsistent activity shall be allowed on a case by case basis and only upon the express written authority given to GCC by the City.

This lease shall be subject to the controlled usage of the course area for such other public uses that are not inconsistent with the use of the said area as a golf course and any other use to which the area may be subjected shall be under the joint control of the CITY and GCC. Authority to utilize the course area for other public activities not inconsistent with its use as a golf course is specifically reserved to the CITY. The control of all roads and travelways within the golf course area is specifically reserved to the CITY.

It is further agreed that GCC shall, at all times, hold open to membership or to public usage the golf course under its supervision, provided that GCC shall have the right to make a reasonable charge for usage of such course on a green fees basis or an annual membership basis. The CITY may, during the term of this lease, make additional payments to GCC for maintenance of the golf course. Any payment made under the terms of this paragraph shall be solely with the discretion of the CITY and any such payment.

GCC shall cooperate in every manner with the CITY to keep, maintain, and use the golf course in a manner consistent with the best interests of the community at large. As a part of the consideration for this Contract and without any further obligation on the part of the CITY to make the payment to the Club, GCC shall indemnify the CITY by reason of the use by GCC of the said golf course.

It is further agreed that this lease shall be for a primary term of ten (10) years, but may be canceled by either party upon at least one (1) year's written notice delivered to the other. Any such written notice shall provide for termination on the anniversary date hereof, named April 1st. At the expiration of the primary term hereof unless canceled, this lease shall continue on a year to year basis indefinitely.

In the event of termination or expiration, GCC shall restore the CITY to full and complete possession of the premises and any and all improvements thereupon situated, including improvements which may from time to time during the period of the lease or any prior lease have been added. The CITY shall have no further obligation to compensate GCC in any manner whatsoever for any such improvements, and such improvements to the course and any building or fixture thereupon situated are acknowledged to be exclusively the property of the CITY.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written, binding themselves and their successors hereto.

CITY OF GARNETT, KANSAS

By: _____
Mayor

ATTEST:

City Clerk

GARNETT COUNTRY CLUB

By: _____
President

Secretary