

## GROUND LEASE AGREEMENT

This Lease Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between Sedgwick County, Kansas ("Lessor") and Elizabeth and Chad Watson ("Lessee").

WITNESSETH:

That Lessor, in consideration of rents to be paid and the covenants to be observed as herein set forth, and each and every one of them, does hereby lease and rent to Lessee, for the term and under the conditions herein set forth, to occupy and use only for agricultural purposes, the premises described as follows, to-wit:

LOT 1 BLOCK E CAIN ORCHARD FIRST ADDITION,  
LOT 6 BLOCK E CAIN ORCHARD FIRST ADDITION,  
LOT 7 BLOCK E CAIN ORCHARD FIRST ADDITION

in Sedgwick County, Kansas, said tracts containing approximately 6.06 acres.

1. TERM. This lease shall be for a term of one (1) year commencing September 1, 2011 through August 31, 2012. Provided that no terms or conditions of this lease have been violated, this lease will renew annually unless written notice is provided by one party to the other no later than thirty (30) days prior to the end of the current lease term for no more than five years' total occupancy. Amendments and alterations to this lease shall be in writing and shall be signed by both Landlord and Tenant.
2. RENT. The rent for said premises shall be the sum of One Hundred Nine Dollars and Sixty Eight Cents (\$109.68) per year to be paid upon execution of this lease. The above rent is predicated on the leased property consisting of Six and Six One Hundredths (6.06) acres, more or less, of pasture to be rented at \$18.10 per acre per annum.
3. TAXES. Lessee shall pay before delinquency all real estate taxes and special assessments levied or imposed against the Premises during the term of Lease. Tenant shall pay before delinquency every tax, assessment, license fee, excise or other charge, howsoever described, which may be imposed, levied, assessed or charged by any taxing authority and which may be payable in respect to or by virtue of Tenant's operations, occupancy, or the conduct by the Tenant of its business at the Premises, including any tax or charge upon fixtures or personal property at the Demised Premises and taxes which may be charged upon Tenant's use and occupation thereof. If lease is terminated before the expiration of a term, Lessee shall only be responsible for taxes on a pro-rated basis.
4. INDEMNIFICATION AND HOLD HARMLESS. To the extent provided for by the Kansas Tort Claims Act, (K.S.A. 75-6101 et seq., and amendments thereto) or other applicable law, Lessee will protect, defend, indemnify and save harmless Lessor from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), liabilities, claims, demands, and/or causes of action of any nature whatsoever, and

any expenses incidental to the defense thereof suffered by or asserted against Lessor and arising out of: (i) any occurrence on the Premises (unless caused by the negligence of the Lessor, its agents, employees and contractors, or the material default of Lessor in the performance of any of its obligations under this Lease), (ii) any condition, maintenance or repair of the Premises which is the responsibility of Lessee, or (iii) failure of Lessee to materially comply with this Lease.

5. NOTICE. All LESSEE correspondence, notices and demands to LESSOR must be given in writing to:

Project Services  
Attention: Paula Downs  
538 N. Main  
Wichita, KS 67203

and

Office of the County Counselor  
Attention: Contract Notification  
Sedgwick County Courthouse  
525 N. Main, Suite 359  
Wichita, Kansas 67203

6. All LESSOR correspondence, notices and demands to LESSEE must be given in writing to:

Elizabeth + Chad Watson  
10515 Lori Lane  
Mulvane KS 67110

7. USE OF THE PREMISES. It is expressly agreed by the parties hereto that Lessee may use the premises for the pasturing of cattle, and may use water from any ponds or streams on premises for cattle. Lessee shall not operate any portion of the premises as a feedlot or raise other types of livestock on a commercial basis. Lessee will also not alter the basic use of the land without the consent of Lessor. Lessee expressly recognizes that the premises are publicly owned and that the Lessor desires that the premises be used in such a manner that gives the appearance of impartiality in political campaigns and on public issues; as such the Lessee will not use the premises for any partisan or political activity or for any overt public activities that takes a position on policy issues before the County and its agencies. Lessee shall not use or occupy the premises for any use inconsistent with those enumerated in the provisions attached hereto and incorporated herein as Exhibit A, or any unlawful, disreputable, or ultrahazardous business purpose or activity nor operate or conduct its activities in a manner constituting a nuisance of any kind.

8. LESSOR'S COVENANTS. It is agreed by the parties hereto that it shall be the duty and obligation of the Lessor herein:

- a) To deliver the leased premises to the Lessee, at commencement of the term of this lease, in "as is" condition.
- b) To permit Lessee to use the premises for the use described above.
- c) That if the Lessee's Covenants are met as herein provided, Lessee shall have the right to the quiet and peaceful possession of said premises for the full term of this lease.

9. LESSEE'S COVENANTS. In consideration of the foregoing, the Lessee hereby agrees:

- a) To promptly pay the rents for the lease premises in the manner and at the times as herein provided.
- b) To keep the leased premises neat, clean, safe and sanitary during the term of this lease; to return the premises in neat, clean, safe and sanitary condition at the end of the term of this agreement; and to observe and comply with all regulations governing said premises made by any proper governing agency as to cleanliness, all without cost or expense to Lessor. This shall include, where applicable, the control of noxious weeds and other vegetation, consistent with sound land management practices.
- c) To indemnify the Lessor herein and save it harmless from and against all liability, penalties, damages, expenses and judgments arising from injury or damage to persons or property of any nature, in said premises, or arising from materials or supplies which Lessee uses or maintains in the leased premises, or arising out of Lessee's operation of a business or occasioned by any act or acts, omissions of either Lessee or Lessee's agents or servants except to the extent those injuries occur as a result of Lessor or Lessor's agents; and to this end, to carry a standard Farm Package Policy with liability insurance in an amount not less than \$500,000 per occurrence and listing Sedgwick County as an additionally insured party. Lessee agrees to file with the County Clerk's office a copy of said insurance policy or a certificate showing said insurance in force prior to occupancy.
- d) To permit Lessor, its agents and assigns the right of ingress or egress to inspect the premises with or without notification.
- e) To allow no waste during occupancy of the premises without the consent of Lessor, natural wear and tear or damage by the elements excepted.
- f) To execute and comply promptly with all statutes, ordinances, rules, orders, regulations, and requirements of any governmental entity regulating the premises as well as those pertaining to the retail sale of fireworks by the Lessee.

- g) Lessee shall make no material changes or alteration in said leased premises.
- h) In all events, Lessee shall not create or cause any liens against said leased premises.
- i) Lessee shall not house automobiles, trucks, tractors or other vehicles or otherwise violate local, state or federal laws, statutes, regulations or resolutions.
- j) Lessee shall not erect or permit to be erected any structure or building.
- k) Lessee shall control soil erosion according to common conservation practices, keep in good repair all terraces, open ditches, inlets and outlets, and preserve all established watercourses or ditches including grassed waterways.
- l) Lessee shall pay Lessor reasonable compensation for any damages to leased premises for which Lessee is responsible, except for reasonable and ordinary wear.

10. MUTUAL WAIVERS OF SUBROGATION. Each party hereby waives any and all claims against the other party for loss of or damage to its property in, on, or about the leased premises occurring during the life of this lease, if, but only if, and only to the extent that, such loss or damage is covered by and recoverable under valid and collectible insurance carried by the waiving party.

11. TERMINATION.

- a) The Lessor may terminate this lease immediately for breach of the covenants and provisions of the lease by Lessee.
- b) If LESSOR required that property for municipal purposes during this lease, LESSEE agrees to surrender same upon sixty (60) days' written notice.

At the expiration of this lease, or upon the termination of this lease at any other time, Lessee agrees to give and surrender peaceable possession of the leased premises to Lessor, in as good a condition as when received at the commencement of the lease term.

12. ASSIGNMENT AND SUBLEASE. It is agreed that this lease shall not be assigned by the Lessee, nor the property sublet in whole or in part, without the prior written consent of the Lessor, nor shall this lease, or any interest therein or thereunto be sold or assigned.

13. GENERAL TERMS OF LEASE.

- a) It is particularly understood and agreed that this lease shall not be deemed to be, nor intended to give rise to, a partnership relation.

- b) This lease shall be binding upon the heirs, executors, administrators and successors of both LESSOR and LESSEE in like manner as upon the original parties, except as provided by mutual written agreement.

14. EXHIBIT B. Location map of leased parcels.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease as of the date first above written.

LESSOR:

**SEDGWICK COUNTY, KANSAS**

ATTESTED TO:

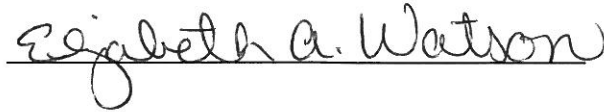
\_\_\_\_\_  
KELLY B. ARNOLD  
COUNTY CLERK

\_\_\_\_\_  
DAVID M. UNRUH, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS  
SEDGWICK COUNTY, KANSAS

APPROVED AS TO FORM:

LESSEE:

  
\_\_\_\_\_  
JENNIFER MAGAÑA  
DEPUTY COUNTY COUNSELOR

  
\_\_\_\_\_  
Elizabeth A. Watson

REVIEWED BY:

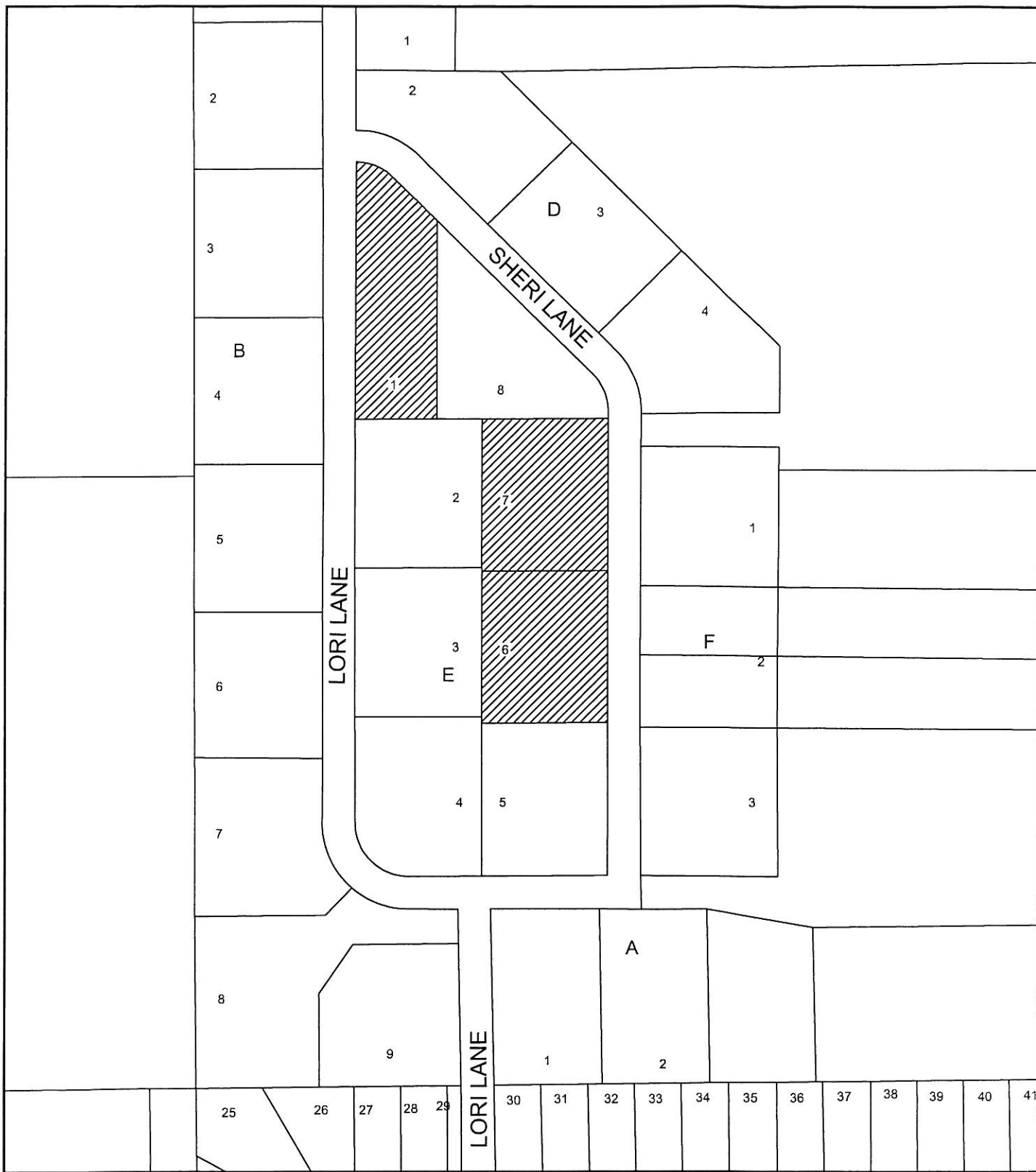
  
\_\_\_\_\_  
PAULA DOWNS, MANAGER  
FACILITY PROJECT SERVICES

  
\_\_\_\_\_  
Chad Walker

## EXHIBIT A

1. The premises shall remain in public ownership.
2. The premises shall be used only for purposes consistent with sound land management and use, as that term is defined in Title 44, Code of Federal Regulations, Section 206, as it now appears or may hereafter be amended.
3. The premises shall only be used for open space purposes.
4. The premises may be leased for agricultural uses, provided no buildings or structures are erected.
5. There shall not be erected on the premises any structures or other improvements, unless such structures (restrooms excepted) are open on all sides and are functionally related to open space use.
6. The premises shall not be eligible for any future disaster assistance, for any purpose, from any Federal agency.
7. Any breach or threatened breach of the above conditions may be enjoined upon application by the United States of America.

EXHIBIT B



SCALE 1"=300'-0"

LEASED PARCELS 