

**LEASE**  
**by and between**  
**SEDGWICK COUNTY, KANSAS**  
**and**  
**THE BOARD OF TRUSTEES OF THE LAKE AFTON PUBLIC OBSERVATORY**

This Lease entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Sedgwick County, Kansas ("Landlord") and the Board of Trustees of the Lake Afton Public Observatory, a 501(c)(3) publicly supported charity ("Tenant").

WITNESSETH:

Landlord hereby leases to Tenant, on the terms and conditions set forth in this Lease, the following property: the building, storage shed, concrete pad, and parking lot, having a street address of 25000 West 39<sup>th</sup> Street South, Goddard, Kansas, more commonly known as the Lake Afton Public Observatory (the "Premises").

**SECTION 1.           PREMISES**

**1.01   Premises.** For purposes of this Lease, "the Premises" shall mean the building, storage shed, concrete pad, and parking lot commonly associated with the use of the Lake Afton Public Observatory and as specifically outlined in Exhibit A, attached hereto.

**SECTION 2.           TERM**

**2.01   Term.** The primary term of this Lease shall be for two (2) years, commencing upon the signing of this Lease. This Lease shall automatically renew for three (3) one-year periods thereafter, unless either party provides thirty (30) days' written notice prior to the end of any term indicating a desire to terminate the Lease.

**SECTION 3.           RENT**

**3.01   Rent.** The parties agree that no consideration or remuneration of any kind shall be exchanged between the parties for the purpose of rent and/or lease payments.

**3.02   Net Lease.** This Lease is a net lease and it is the intention of the parties that, except as otherwise provided or limited by the specific provisions of this Lease, Tenant shall be responsible for all costs and expenses of the ownership, taxes, insurance, utilities, maintenance, repair and operation of the Premises incurred during any and all terms of this Lease.

**SECTION 4.           USE**

**4.01   Use.** The Premises may be used and occupied by Tenant solely as an observatory and for any use incidental to or in connection with such use. Tenant will not permit any act to be done or condition to exist on the Premises which may be dangerous or which may in law constitute a nuisance or which may void or make voidable any insurance then in force.

## **SECTION 5.                   CONDITION AND ACCEPTANCE OF PREMISES**

**5.01    Condition of Premises.** Tenant understands and accepts that it is accepting the Premises in an "as is" condition. Landlord does not make any representations or warranties regarding the condition of the Premises or its compliance with law, statutes, regulations or codes, except as expressly set forth in this Lease.

## **SECTION 6.                   TENANT RESPONSIBILITIES**

**6.01    Utilities.** Tenant shall, at its sole cost and expense, be responsible for any and all utility services required for the operation of or furnished to or consumed on the Premises during any term of this Lease, including, without limitation, gas, electricity, water, sewer, heat and telephone and all charges for any of the foregoing.

**6.02    Repairs and Maintenance.** Tenant shall keep and maintain the Premises and any improvements and additions now or hereafter located on the Premises in good repair throughout all terms of this Lease, within reason. Such repairs and maintenance may include, but are not limited to all such repairs and/or maintenance needed on the building, storage shed, concrete pad and/or parking lot. With regard to the building, repair and maintenance may include, but not be limited to any such repairs and/or maintenance needed to the foundation, structural posts, beams, the exterior of exterior walls, roof structures and roofing. All such repairs, restorations, replacements and renewals shall be in good quality and class equal to the original work or installation and shall be in accordance with County Code. Tenant shall be under no obligation to make significant repairs to the Premises. In the event such significant repairs to the Premises become necessary, the parties to this Agreement shall meet and discuss the best course of action.

**6.03    Water Line.** Tenant, at its sole cost and expense, shall keep and maintain the water line that runs on the Premises from the meter, located near 247<sup>th</sup> Street, to the building. In the event any repair and/or maintenance is needed on the water line, such repair and/or maintenance shall be the sole responsibility of the Tenant.

**6.04    Personal Property.** Tenant shall maintain ownership of all personal property contained within the Premises at the time of the signing of this Lease, including, but not limited to the telescope system and exhibits housed within the building on the Premises, and of any personal property added to the Premises by Tenant subsequent to the signing of this Lease. Tenant understands and agrees that any necessary compliance with the Americans with Disabilities Act with regard to any and all personal property on the Premises is the sole and exclusive responsibility of the Tenant.

## **SECTION 7.                   LANDLORD RESPONSIBILITIES AND LIMITATIONS**

**7.01    Repair and Maintenance.** Tenant understands and agrees that Landlord shall have no obligation or responsibility whatsoever to repair and/or maintain the Premises, either inside or outside. In the event County chooses to repair and/or maintain the Premises, such repair and maintenance will be capped at \$300.00 per occurrence.

**7.02    Landscaping.** Landlord agrees to provide general landscaping in and around the Premises, including lawn mowing.

**7.03 Limitations on Liability.** Landlord hereby disclaims any and all liability for any damage or injury to persons or property that occurs on the Premises, unless said damage or injury occurs as a result of Landlord's negligence and/or intentional misconduct related to any of Landlord's obligations herein. Any and all other liability for any such damage or injury to persons or property that occurs on the Premises shall be the sole obligation of Tenant.

## **SECTION 8. ALTERATIONS TO PREMISES**

**8.01 Structural.** Tenant shall not make any structural modifications, alterations or improvements to the Premises without Landlord's prior written approval, which will not be unreasonably withheld or delayed. Tenant may, without Landlord's prior written approval, make nonstructural modifications, alterations and improvements. All modifications, alterations and improvements shall be made in a good and workmanlike manner and shall not weaken the structure or materially lessen the value of the Premises. All modifications, alterations and improvements shall become the property of Landlord at the expiration or earlier termination of this Lease. Tenant may, without Landlord's consent, install temporary partitions, shelves, bins, equipment, trade fixtures and other personal property on the Premises. Those items shall remain Tenant's property and may be removed by Tenant prior to the expiration or earlier termination of this Lease. Tenant shall repair at its own expense any damage to the Premises caused by such installation and/or removal.

**8.02 Locks.** Tenant shall not, without prior written approval of Landlord, change and/or rekey any of the locks on the Premises that exist as of the time of commencement of this Lease. Landlord shall provide to Tenant keys to the Premises. Tenant shall not duplicate these keys and in the event Tenant requires additional keys, they shall be provided by Landlord.

**8.03 Wiring.** If Tenant desires fiber optic, telephonic, cable or other similar connections, Tenant shall seek prior written approval of Landlord, which shall not be unreasonably withheld or delayed. Landlord will direct the electricians as to where and how such wiring and/or cabling is to be introduced onto the Premises.

## **SECTION 9. LIENS**

**9.01 Liens.** Tenant will not create or permit to be created or remain, and will promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Premises or any part thereof or upon Tenant's leasehold interest therein, which arises out of the use or occupancy of the Premises by Tenant or by reason of any labor and material furnished or claimed to have been furnished to Tenant or by reason of any construction, addition, alteration, repair or restoration of any part of the Premises by Tenant. In the event that any such lien shall be filed against the Premises, Tenant shall cause such lien to be released or discharged by payment or bonding within sixty (60) days after actual notice of the filing thereof. If Tenant fails to cause such lien to be relieved or discharged within such sixty (60) day period, Landlord, after notice to Tenant, may pay and/or otherwise obtain discharge of such lien, and all expenditures and costs incurred thereby shall be payable by Tenant to Landlord within five (5) business days after Tenant's receipt from Landlord of a written demand for payment thereof. Notwithstanding anything to the contrary set forth in this Lease, Tenant shall not be required to pay, or obtain the discharge or release of the Premises from any such lien, encumbrance or charge or otherwise contest the validity of any such lien and/or claim and indemnify Landlord if such lien, encumbrance or charge is the responsibility, obligation or liability of Landlord.

## **SECTION 10. LANDLORD RIGHT OF ENTRY**

**10.01. Right of Entry.** Landlord shall have the right to enter the Premises at any time without prior notice to and/or approval by Tenant. Each entry by Landlord in accordance with this paragraph shall be made in such a manner as will not unreasonably interfere with Tenant's use of the Premises.

## **SECTION 11. INSURANCE.**

**11.01. Comprehensive General Liability Insurance.** During the Term, Tenant shall keep in effect, at its sole expense, comprehensive general liability insurance covering the Premises and operations and providing coverage with minimum limits of liability of not less than \$500,000.00 for bodily injury to one person, \$1,000,000.00 for bodily injury to any group of persons as a result of one occurrence, and \$500,000.00 for property damage. Such policy shall name Landlord as an additional insured.

**11.02. Casualty Insurance.** During the Term, at its sole cost and expense, Tenant shall keep in effect broad form fire and extended coverage casualty insurance covering the Premises insuring against loss by fire and all of the risks and perils usually covered by an "all risk" of physical loss endorsement to a policy of fire insurance, including, but not limited to, vandalism, malicious mischief and boiler, pressure vessel and machinery coverage, in an amount equal to not less than one hundred percent (100%) of the cash value. Such insurance shall be written by a company of recognized financial standing licensed in the State of Kansas and every policy evidencing such insurance shall name Landlord as a lienholder thereunder and will have a deductible of at least \$10,000.00.

### **11.03. General Provisions.**

(a) Tenant shall notify Landlord, within ten (10) days of the cancellation of any insurance policy required by Sections 11.01 and 11.02 above.

(b) At the commencement of the term of this Lease, Tenant shall deliver to Landlord certificates of the insurance required to be maintained under this Section. Tenant shall also deliver said certificates of insurance to Landlord's Risk Manager. Tenant shall deliver to Landlord and Landlord's Risk Manager at least ten (10) days prior to the expiration date of any such policy or renewal thereof certificates for the renewal policy of this insurance.

(c) All insurance proceeds in the hands of the Tenant or Landlord at the time of expiration or earlier termination of this Lease, and all insurance proceeds thereafter received by Landlord or Tenant under any policy of insurance required to be maintained by Tenant pursuant to this Lease, shall be the sole and exclusive property of Landlord, except to the extent any such proceeds were paid or are payable with respect to the loss or damage of Tenant's trade fixtures and personal property.

(d) Should Tenant fail to effect, maintain or renew any insurance provided for in this Lease, or to pay the premium therefor, or to deliver to Landlord and Landlord's Risk Manager any of such certificates, Landlord, at its sole option, but without obligation to do so, upon fifteen (15) days prior notice to Tenant of its intention so to do, may procure such insurance. Any sums expended by Landlord to procure any such insurance shall be repaid to Landlord by Tenant within thirty (30) business days following Tenant's receipt of a written demand for payment thereof.

## **SECTION 12. INDEMNIFICATION.**

**12.01. Indemnification.** Tenant shall indemnify and hold Landlord harmless against any and all claims, liabilities, damages or losses resulting from injury or death of any person or damage to property occurring on or about the Premises, or resulting from any breach of default of the Lease, or in any manner in conjunction with the use and occupancy of the Premises in whole or in part, unless the death, injury or damage was sustained as a result of any intentional, willful or negligent act of Landlord, Landlord's agents or employees.

## **SECTION 13. DAMAGE AND DESTRUCTION.**

### **13.01. Use of Insurance Proceeds.**

(a) Except as hereinafter provided, if during the initial term or any extension thereof of the Premises shall be damaged or destroyed by fire or any other casualty which is covered by the policy of insurance required pursuant to Section 11 hereof and the net proceeds of such insurance are paid to Tenant, Tenant shall thereafter commence and diligently prosecute to completion, at Tenant's sole expense, the repair or rebuilding of the Premises or portion thereof which was damaged, in a good and workmanlike manner using materials of first grade and quality, in accordance with the same plans and specification with which the Premises were originally constructed or such other plans and specifications so approved in writing by Landlord, which Landlord shall not unreasonably disapprove.

(b) Notwithstanding the foregoing, in the event the Premises are damaged or destroyed and if either (i) the cost to repair or replace the Premises exceeds sixty percent (60%) of the insured value (as set forth in Section 11 hereof) or (ii) such repair and replacement cannot reasonably be completed within one hundred eighty (180) days of the date of the damage or destruction, then Tenant may, at its option, terminate this Lease upon such date as is set forth in a written notice given to Landlord within thirty (30) days of the date of the damage or destruction; provided, however, that the date of termination shall be no less than five (5) and no more than sixty (60) days after the notice date and in no event shall Tenant terminate this Lease upon the occurrence of an insured loss unless it has maintained the insurance specified in Section 11 in an amount not less than that required under Section 11, or makes available to fund restoration the difference between the amount which the insurer will pay for rebuilding and restoration and the amount that would have been payable if Tenant had kept the Premises insured for the appropriate and required insured value.

## **SECTION 14. CONDEMNATION.**

### **14.01. Condemnation.**

(a) If (i) the Premises are taken by any entity with the power of eminent domain (a "Condemning Authority") or if the Premises are conveyed to a Condemning Authority by a negotiated sale, or if part of the Premises is so taken or conveyed such that the Premises cannot be rebuilt so that upon completion Tenant may again use the Premises without substantial interference, or (ii) due to any such taking or conveyance, access to the Premises by motor vehicles and trucks as operated by Tenant, its contractors and its customers in the course of Tenant's business as theretofore conducted is substantially impaired or terminated, then in any such event Tenant may terminate this Lease by giving Landlord written notice at any time after the occurrence of any of the foregoing and such termination shall be effective as of the date possession is taken by the

Condemning Authority. If this Lease is terminated pursuant to this Section 14.01(a), Tenant will be released of all liabilities and obligations arising on or after the effective date of such termination.

(b) If part of the Premises are so taken or conveyed without substantially interfering with the use of the Premises, this Lease shall not terminate. In such event, Landlord shall pay to Tenant all awards and other compensation or sums received in connection with such taking or conveyance and Tenant shall apply all such amounts it receives from Landlord to the extent necessary to pay the cost of restoring the Premises to a complete architectural unit suitable for Tenant's use and business on the Premises, and any balance remaining after payment of the costs of such restoration shall be paid to Landlord. If Landlord does not promptly pay Tenant such award, compensation or other sums due to Landlord for such taking or conveyance, then Tenant may, by written notice to Landlord, terminate this Lease, and such termination shall be effective as of the date of such notice. If the Lease is so terminated, Tenant will be released of all liabilities and obligations arising on or after the effective date of such termination.

(c) Except in the event that Tenant undertakes to reconstruct or restore the Premises to a complete architectural unit suitable for Tenant's use and business pursuant to Section 14.01(b) above, all payments made for any taking or conveyance of the Premises as described in Section 14.01(b) above shall be the property of Landlord, except that any compensation attributable to leasehold improvements or fixtures installed or constructed upon the Premises at the cost expense of Tenant shall be the property of Tenant. In the event that Tenant undertakes restoration or reconstruction of the Premises as aforesaid, Tenant shall be entitled and Landlord shall pay to Tenant all payments and awards made with respect to such taking or conveyance, provided that if the total amount thereof is not required by Tenant to fund the cost of such reconstruction and restoration, any excess shall be returned to Landlord.

## **SECTION 15. TERMINATION**

**15.01 Termination without Cause.** Landlord shall have the right to terminate this Lease at any time and for any reason upon forty-five (45) days' written notice to Tenant.

**15.02 Termination with Cause.** Landlord shall have the right to terminate this Lease upon Tenant's breach and/or default of any of the provisions contained herein. If Landlord seeks to terminate this Lease for cause, it must first afford Tenant the opportunity to cure said breach and/or default. Tenant shall therefore have thirty (30) calendar days from the date of written notification of the breach and/or default to cure said breach and/or default. If Tenant fails to correct said breach and/or default within these thirty (30) days, or fails to request an extension, in writing, to Landlord, which will not be unreasonably withheld, Landlord shall have the right to terminate this Lease immediately upon expiration of those thirty (30) days or approved extension thereof.

**15.03 Re-entry and Repossession.** Upon termination in any form of this Lease, Landlord shall have the right to re-enter and repossess the Premises. At all times, whether any term of this Lease shall have been terminated pursuant to this Section 15, Landlord shall have the immediate right to re-enter and repossess the Premises by summary proceedings, ejectment, or other legal action in any lawful manner Landlord determines to be necessary or desirable.

**15.04 Costs of Default.** Landlord shall be entitled to recover from Tenant all legal costs and fees, including attorney's fees, reasonably and necessarily expended in obtaining possession of Premises after a default by Tenant.

**15.05 Force Majeure.** The cure periods provided herein shall also be extended for periods of time during which the defaulting party is delayed in, or prevented from, curing due to fire or other casualty, or acts of God, strikes, lockouts, power shortages or outages, enactment, adoption or promulgation of new laws. Notwithstanding the foregoing, there shall be no extended period in which to cure a monetary default.

**15.06 Surrender of Premises.** Upon the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord the Premises in good condition and repair, ordinary wear and tear, fire and other casualty, governmental takings, obsolescence and deterioration occurring on account of normal use and aging, excepted. Tenant shall have the right prior to said expiration or earlier termination to remove any equipment, furniture, trade fixtures or other personal property placed on or in the Premises by Tenant provided that Tenant promptly repairs any damage to the Premises caused by such removal.

**15.07 Removal of Property.** Upon termination or expiration of this Agreement for any reason, Tenant shall have 120 calendar days from the effective date of termination or expiration during which it may remove all personal property from the Premises.

## **SECTION 16. QUIET ENJOYMENT**

**16.01. Quiet Enjoyment.** So long as Tenant conforms to the provisions and requirements set forth herein, Tenant shall peacefully and quietly hold the Premises throughout any terms hereof free from any hindrance or molestation by Landlord or any other person or entity whatsoever.

**16.02. Title.** Landlord hereby represents and warrants to Tenant that Landlord is the owner of fee simple absolute title to the Premises.

## **SECTION 17. ENVIRONMENTAL MATTERS**

**17.01 Hazardous Substances.** "Hazardous Substances" as such term is used in this Lease means any hazardous or toxic substance, material or waste, regulated or listed pursuant to any federal, state or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act and the Occupational Safety and Health Act.

### **17.02 Use and/or Storage of Hazardous Substances.**

(a) Tenant shall not allow any Hazardous Substance, or other toxic material or medical waste to be located in, on or under the Premises or allow the Premises to be used for the manufacturing, handling, storage, distribution or disposal of any Hazardous Substance or other toxic material.

(b) Tenant shall at all times and in all respects comply with all federal, state or local laws, ordinances, regulations and orders applicable to the Premises or the use thereof relating to industrial hygiene, the generation, manufacture, use, handling, storage, disposal or transportation of any Hazardous Substance.

(c) If Tenant becomes aware of the presence of any Hazardous Substance in, on or under the Premises or if Tenant or the Premises become subject to any order of any federal, state or local agency to repair, close, detoxify, decontaminate or otherwise cleanup the Premises, Tenant shall, at its own cost and expense, carry out and complete any repair, closure, detoxification, decontamination or other cleanup of the Premises; provided that Tenant shall not be responsible for any of the foregoing relating to any Hazardous Substance, or other toxic materials located on, in or under the Premises on or prior to the commencement of this Lease, all of which shall be the responsibility of Landlord at Landlord's sole cost and expense. If Tenant fails to implement and diligently pursue any such repair, closure, detoxification, decontamination or other cleanup of the Premises for which Tenant is responsible as herein provided, Landlord shall have the right, but not the obligation, to enter the Premises and carry out such action as it deems necessary or advisable to resolve the matter, and to recover all of the costs and expenses associated therewith from Tenant.

**17.03 Liability and Indemnification.** Landlord shall have no liability to Tenant or any other party for, and Tenant shall indemnify, defend with counsel acceptable to Landlord, and hold Landlord harmless from any and all claims, damages, fines, penalties, losses, judgments, costs and liabilities arising out of or relating to Hazardous Materials which were transported to or from, or used, stored or disposed of on, under or about the Premises by Tenant, its employees, agents, contractors, licensees or invitees, regardless of whether Landlord consented to, approved of, participated in or had notice of the activities giving rise to such liabilities. The provision of this paragraph shall survive the expiration or termination of this Lease.

## **SECTION 18. GENERAL PROVISIONS**

**18.01 Compliance with Laws.** During any and all Lease terms, Tenant, at its expense, shall comply with all present and future laws and regulations applicable to its use and occupancy of the Premises. Tenant agrees to hold Landlord harmless from any cost, expense or liability that may be imposed or assessed against Landlord in connection with Tenant's noncompliance with any such law or regulation. Notwithstanding the foregoing, Tenant, at its sole costs and expense, shall construct and install any changes or modifications to the Premises required as a result of any future requirements resulting from changes to the Americans with Disabilities Act, as amended.

### **18.02 Assignment and Subletting.**

(a) Tenant will not assign, mortgage, pledge or encumber this Lease, or allow this Lease to be assigned by operation of law or otherwise, or sublet the Premises or any part thereof, or use or permit same to be used for any other purpose than stated in Section 4.01 hereof without the prior written consent of Landlord. Such permitted assignment or sublease shall not relieve Tenant from its obligations hereunder for the performance of the conditions, covenants and provisions of this Lease. Tenant shall remain responsible for the Premises to be reasonably redecorated, altered or prepared for reletting and the reletting shall be at Tenant's sole expense, including reasonable brokerage fees and attorney's fees (to the extent allowed by law).

(b) Landlord shall have the right to transfer and assign, in whole or in part, any of its rights or obligations under this Lease, and Premises referred to herein and, to the extent that such assignee assumes Landlord's obligations hereunder, Landlord shall by virtue of such assignment be released from such obligations.

**18.03 Amendment.** Neither this Lease nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

**18.04 Execution.** The presentation of this Lease for review by Landlord does not constitute an offer on the part of Tenant to enter into the lease transaction described herein and this Lease will become effective and legally binding only when it has been signed by a duly authorized officer or representative of each of the parties and delivered to the other party.

**18.05 Governing Law.** This Lease shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Lease will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

**18.06 Entire Lease.** This Lease and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Lease shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

**18.07 Waiver.** Failure by either party to enforce any of the provisions hereof for any length of time shall not be deemed a waiver of its rights set forth in this Lease. Such a waiver may be made only by an instrument in writing signed by the party sought to be charged with the waiver.

**18.08 Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

**18.09 Business Day.** Should any due date hereunder fall on a Saturday, Sunday or legal holiday, then such due date shall be deemed timely if given on the first business day following such Saturday, Sunday or legal holiday.

**18.10 Waiver of Jury Trial.** Each party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding or counterclaim arising out of or in any way related to this Lease or the relationship of the parties be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source, including but not limited to the Constitution of the United States, the Constitution of any state, common law or any applicable statute or regulation. Each party hereby acknowledges that it is knowingly and voluntarily waiving the right to demand trial by jury.

**18.11 Relationship between Landlord and Tenant.** Nothing contained in this Lease shall be deemed to constitute or be construed to create any relationship between Landlord and Tenant other than that of Landlord and Tenant.

**18.12 Rights cumulative.** It is agreed that each and every one of the rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

**18.13 Notice of Claim or Suit.** Tenant agrees to promptly notify Landlord in writing of any claim, action, proceeding or suit instituted or threatened against Tenant and/or Landlord arising from or otherwise related to Tenant's occupancy of the Premises.

**18.14 Severability Clause.** In the event that any provision of this Lease is held to be unenforceable, the remaining provisions shall continue in full force and effect.

**18.15 Notification.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

**Landlord:** Sedgwick County Manager's Office  
525 N. Main, Suite 343  
Wichita, KS 67203

and

Sedgwick County Counselor's Office  
Attn: Contract Notification  
Sedgwick County Courthouse  
525 N. Main, Suite 359  
Wichita, Kansas 67203-3790

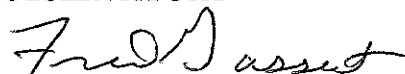
**Tenant:** Lake Afton Public Observatory  
220 N. Wood Avenue  
Wichita, Kansas 67212

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.


SEDGWICK COUNTY, KANSAS

\_\_\_\_\_  
James M. Howell, Chairman  
Commissioner, Fifth District

LAKE AFTON PUBLIC  
OBSERVATORY

  
\_\_\_\_\_  
Fred Gassert, Chairman

APPROVED AS TO FORM ONLY:

  
\_\_\_\_\_  
Misha C. Jacob-Warren  
Assistant County Counselor

ATTESTED TO:

\_\_\_\_\_  
Kelly B. Arnold  
County Clerk