



City Council Agenda
June 20, 2023
5:30 P.M. - City Hall

WELCOME AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

PUBLIC COMMENT PERIOD

Items not already on the agenda may be brought before the Governing Body. Persons must sign in to be eligible. (**Three-minute maximum time limit**). After three minutes, items will then be voted on to see whether to place the item on the next agenda.

CONSENT AGENDA:

- Minutes from the Previous meeting: Pages 2 – 4
- Appropriations:
- Cabin Transfers: K-12, C-41, C-53 Pages 5 - 62

Motion: _____ **Seconded:** _____ **Action:** _____ **Abstention:** _____ **Este. Cost:** _____

OLD BUSINESS:

N/A

NEW BUSINESS:

- Council Grove Disc Golf Club: Jared Ink Page 63

Motion: _____ **Seconded:** _____ **Action:** _____ **Abstention:** _____ **Este. Cost** _____

- City Lake Committee Recommendation: Ted & Danell Wilbur – I-14 Pages 64 - 77

Motion: _____ **Seconded:** _____ **Action:** _____ **Abstention:** _____ **Este. Cost** _____

- Schedule Change: July 4th Council Meeting

Motion: _____ **Seconded:** _____ **Action:** _____ **Abstention:** _____ **Este. Cost** _____

Governing Body Comments:

Adjournment:

City Council Meeting Minutes
June 6, 2023

WELCOME AND CALL TO ORDER

Mayor Debi Schwerdtfeger called the regular City Council Meeting to order. Council members present were Sharon Haun, Jason Booker, Mark Berner, Denise Hartman, Larry Siegrist, and Sean Honer, also present were the City Administrator Nick Jones, City Attorney Brian Henderson, Assistant City Attorney Molly Priest. Others attending were Jan Sciacca, Josh Sciacca, Ryan McDonald, Karen Exon, Ron Wooden, Nancy Arnold, Bruce Arnold, Tim Chadd, Sheryl Chadd, Timmy Chadd, Marty Wright, Courtney Hall, Pastor Billy Kryger, Gary Catlin, Daniel Fox

PLEDGE OF ALLEGIANCE

INVOCATION:

Pastor Billy Kryger

PUBLIC COMMENT PERIOD

Jared Ink representing the Council Grove Disc Golf Club asked the Council about installing 3 to 6 regulation disk gold baskets at Becker Park. City Administrator Nick Jones suggested that Mr. Ink be on the agenda for the June 20th meeting and provide the Council with a proposed map of the locations of the baskets.

Karen Exon with the Council Grove Lake Association thanked the City Council and Police Department for the patrols at the City Lake over the Memorial weekend. Mrs. Exon said the random patrols cut down on unsafe boating and said that the patrolman interacted with the boaters.

Kendra Levy and Carolyn Culp introduced themselves to the City Council and informed them that they are considering opening a daycare in the Katy Depo building located at Durland Park and that they are on the agenda for the June 20th Council meeting.

CONSENT AGENDA

Councilperson Mark Berner made a motion to approve the Consent Agenda as presented in the packet. Councilperson Jason Booker seconded the motion. Motion Carried 6 – 0. The consent agenda consisted of:

- June 6, 2023, Minutes
- June 6, 2023, to Current Appropriations.

OLD BUSINESS

- **Water Tower Update:**
City Administrator Nick Jones said the Water Tower rehab is complete and the water tower is back in service. Administrator Jones said the Water Department employees worked 12 hour rotating shifts while the rehab work was being completed.
- **Belfry to 4th Street Chip N Seal: Update**
City Administrator Nick Jones said that the resurfacing from Belfry to 4th street and striping was complete. The crosswalks on HWY56 and Mission are close to being completed and should be done by the end of the week.
- **RHID Ordinance Discussion:**
City Administrator Nick Jones suggested to the City Council that the city hold off on passing the RHID Ordinance until after the GMDC housing summit on June 22nd at 6:30pm at the Dealership Building.

NEW BUSINESS

- **Tim & Sheryl Chadd – H7**
Tim Chadd spoke to the Council concerning a decision by the City Inspector to require holding tanks instead of allowing for a septic tank and laterals for his new house being built at site H7. Mr. Chadd said he was unaware that he would be required to have holding tanks. The City Council is concerned with continually giving new ground in city commons for use of septic systems and the long runs of lines to new ground as space becomes an issue. Councilmen Mark Berner stated that the City is concerned with preserving the city's water source. Mr. Chadd was

asked if the city granted him the request for a septic system that when a sewer system is in place would he agree to hook up to it and Mr. Chadd replied Yes! tomorrow. The Council recommended that the City Lake Committee, Administrator Jones, City Inspector Dan Drube, Ron Wooden, Tim Chadd, Randy Barton all meet and come up with a recommendation for the City Council on a future agenda.

- **City Lake Committee Recommendation: Dorothy Devine – Devine Properties, LLC**
The City Lake Committee recommended that the City Council approve the installation of two water slides for Dorothy Devine, Devine Properties, LLC B-18. Slides are to be installed to manufacturer’s instructions, and owner will be given a set of safety instructions. After discussion Councilperson Mark Berner made a motion to approve the recommendation. The motion was seconded by Councilperson Sharon Haun. Motion Carried 5 – 0 with 1 abstention (Councilperson Honer)
- **Alcohol Consumption and Sale at Community Events Application: Washunga Days: Rotary Beer Tent**
City Administrator Nick Jones presented the Council with a Alcohol Consumption and Sale at Community Events Application from Council Grove Rotary Club request to sale beer at Washunga Days. After discussion Councilperson Mark Berner made a motion to approve the application. The motion was seconded by Councilperson Denise Hartman. Motion carried 6 – 0
- **Planning and Zoning Commission Appointment: Trent Siegle**
Mayor Debi Schwerdtfeger appointed Trent Siegle to the Planning and Zoning Commission for a 3 year-term. Mayor Schwerdtfeger asked for a motion to approve the appointment. A motion was made by Councilperson Jason Booker. The motion was seconded by Councilperson Sean Honer. Motion carried 6 – 0
- **Police and Fire Committee Recommendation: Appointment of Taylor Biter**
Mayor Debi Schwerdtfeger read the recommendation from the Police and Fire Committee to appointment of Taylor Bidder to Volunteer Fire-Fighter for the City of Council Grove Fire Department. Appointment is contingent on passing a drug/alcohol screening and physical. A motion was made by Councilperson Sean Honer to approve the recommendation from the Police and Fire Committee. The motion was seconded by Councilperson Sharon Haun. Motion carried 6 – 0
- **Police and Fire Committee Recommendation: Appointment of Taylor Biter**
Mayor Debi Schwerdtfeger read the recommendation from the Police and Fire Committee to appointment Breanna Canby to Part-Time Police Officer for the City of Council Grove Police Department at a pay-rate of \$17.00 per hour. Appointment is contingent on passing a drug/alcohol screening and physical. A motion was made by Councilperson Denise Hartman to approve the recommendation from the Police and Fire Committee. The motion was seconded by Councilperson Jason Booker. Motion carried 6- 0
- **Boating Safety Rules Ordinance: Discussion**
Discussion was held regarding Boating Safety Rules Ordinance pertaining to size of watercraft allowed at the City Lake. The ordinance restricts the size of watercraft permitted to the following

 - Pontoon/Tri-Toon/Sprot-Toon shall be no longer the 27 feet from bow to stern.
 - All other motorized watercraft shall be no longer than 24 feet from bow to stern, excluding removable stern platforms.
 - Any motorized watercraft licensed to operate on the Council Grove City Lake by July 1, 2023, is exempt from this section.

A motion was made by Councilperson Sean Honer to approve Ordinance #2262. The motion was seconded by Councilperson Denise Hartman. Motion carried 6 – 0
- **Executive Session Attorney Client Privilege: City Owned Property**
Mayor Debi Schwerdtfeger asked for a motion to go into Executive Session for Attorney Client Privilege to discuss city owned property. A motion was made by Councilperson Sean Honer to go into Executive Session for Attorney Client Privilege to discuss city owned property for 30

minutes and include the Mayor, City Council, City Administrator, City Attorney and Assistant City Attorney. The motion was seconded by Councilperson Jason Booker. Motion carried 6 – 0

GOVERNING BODY COMMENTS

- Mayor Debi Schwerdtfeger – Looking forward to Washunga Days
- Councilperson Jason Booker – said that the Downtown is looking nice
- Councilperson Mark Berner – N/A
- Denise Hartman – N/A
- Councilperson Sean Honer – asked about putting up more signs with the City logo.
- Councilperson Larry Siegrist – N/A
- Councilperson Sharon Haun – N/A
- City Attorney Brian Henderson – N/A
- Assistant City Attorney Molly Priest – N/A
- City Administrator Nick Jones – asked the Council for the go ahead to have BG Consultants submit pre-application forms for KDHE State Revolving Fund. Administrator Jones said the pre-application is non-binding and the city can scale back on the sewer and water submittals the formal application is submitted.
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Adjournment:

Mayor Debi Schwerdtfeger asked for a motion to adjourn. Councilperson Sean Honer made a motion to adjourn. Councilperson Jason Booker seconded the motion. Motion carried 6 – 0

Debi Schwerdtfeger Mayor

ATTEST:

Nick Jones City Administrator

Application for Cabin Site Transfer

COUNCIL GROVE CITY LAKE

Site Number: K-12 Date: June 14, 2023

Name of Transferee: Blanck Family Declaration of Trust

Address: 22108 W. 70th Terrace

City: Shawnee State KS Zip Code 66226

Telephone Number: 913-276-8712

Name of Transferor: Howard M. & Debbie Wright

OFFICE USE ONLY BELOW THIS LINE

Septic tank checked: 4-20-2023

The above application is approved:

this 15th day of June, 2023

Signed Dan Rube

Building Inspector

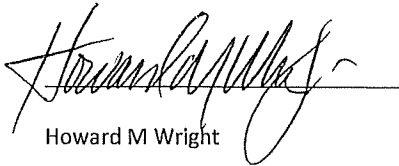
BILL OF SALE

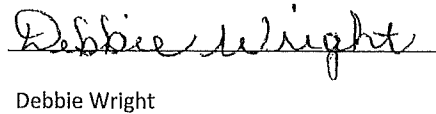
KNOW ALL PERSONS BY THESE PRESENTS: Howard M. Wright and Debbie Wright, husband and wife, the undersigned grantors, in consideration of Ten Dollars and other valuable consideration do GRANT, TRANSFER AND DELIVER unto, the Blanck Family Declaration of Trust, the following described property to wit:

The lease to Lot K-12 Final Plat, Council Grove Lake Park Section K, Morris County, Kansas as well as lake home and related improvements and other miscellaneous items remaining on the premises as of the date of closing, plus the water well and equipment, septic system, and all buildings.

TO HAVE AND TO HOLD, all and singular, the said goods and chattels to the Blanck Family Declaration of Trust, and the said grantors hereby covenants with the said grantee that it is the lawful owner of said goods and chattels; that they are free from all encumbrances; it has right to convey the same as aforesaid, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said grantor has hereunto set his hand this 12th day of June 2023.

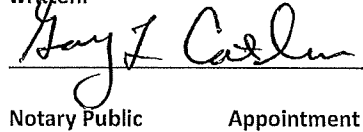

Howard M Wright

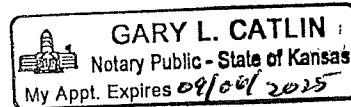

Debbie Wright

STATE OF KANSAS COUNTY OF MORRIS

Be it remembered on this 12th day of June 2023 before me, the undersigned at Notary Public in and for the County of Morris and State of Kansas came Howard M Wright and Debbie Wright who are known to me the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY THEREOF I have hereunto set my hand and affixed my notary seal on the day and year last above written.


Notary Public Appointment expires _____



Please immediately fill in date, site number, sign and return to City of Council Grove, P.O. Box 313, Council Grove, Kansas 66846, or deliver to City Hall at 205 N Union Street, Council Grove.

GROUND LEASE AGREEMENT

(Modified and Effective October 2, 2018)

This lease pertains to a building on leased ground, pursuant to K.S.A. 79-412.

THIS GROUND LEASE AGREEMENT (the "Lease") made and entered into this 6th day of June 2023, by and between the City of Council Grove, Kansas, a municipal corporation, hereinafter referred to as the "City" or "Lessor" and Blanch Family Declaration of Trust, hereinafter referred to as "Lessee". If more than one Lessee is referenced, they shall be deemed to hold their interests hereunder

as joint tenants and not as tenants in common, or

as tenants in common. (check the desired box; only one can apply.)

WHEREAS, the City is the owner of the real estate described within the Final Plat, Council Grove Lake Park, an addition to Morris County, Kansas, also referred to herein as the Council Grove City Lake Park, and;

WHEREAS, the City is also the owner of real estate located in Final Plat, Council Grove Lake Park, Section K, Lot K-12, to Morris County, Kansas, hereinafter referred to as the "Leased Premises", and,

WHEREAS, the City desires to lease the Leased Premises to Lessee, and Lessee desires to lease the Leased Premises from the City; and,

WHEREAS, the Council Grove City Lake Association (the "CGCLA") is a Kansas not for profit corporation formed for the purpose of representing the interests of the residents of the Council Grove City Lake Park; and,

WHEREAS, the parties hereto recognize the CGCLA as an official representative of the leaseholders at the Council Grove City Lake Park for the purposes set forth herein, provided that the membership includes the majority of all leaseholders.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties here to do agree as follows:

1. **USE OF PREMISES:** The Leased Premises are only to be used for the construction and use of a residential building designed as a single family living unit along with the normal appurtenances associated therewith.

2. **DEMISE:**

a. The City does hereby lease to the Lessee, and Lessee does hereby accept from the City, subject to the

terms and conditions set forth herein, the Leased Premises.

b. The actual boundaries of the Leased Premises have been previously established and are as set forth in Final Plat, Council Lake Park, to Morris County, Kansas, which is of record at the Morris County Register of Deeds office.

c. As a part of the grant of the Leased Premises, if Leased Premises about the Council Grove City Lake, the Lessee is hereby granted access, to and from the Leased Premises to the Council Grove City Lake.

3. **MODIFICATION OF THIS LEASE:** Other than the term of this lease as set forth in paragraph 4 and modification of rent as set forth in paragraph 5, the City may, if reasonably necessary, with consultation with the CGCLA, modify terms and conditions of the Lease and the Lessee agrees to be bound by any such modification.

4. **TERM:** The term of this Lease shall expire on December 31, 2041, regardless of its commencement date. Provided, however, this Lease, upon its expiration, shall automatically renew for a period of thirty years, and shall continue to renew for successive terms of thirty years perpetually. Notwithstanding the perpetual nature of this Lease, nothing herein shall be construed as divesting Lessor of legal title to the Leased Premises.

5. **RENT:** The Lessee agrees to pay the City rental for this Lease as follows:

a. For the year 2012, the sum of \$1,000.00; for the year of 2013, the sum of \$1,100.00; and for the year of 2014 the sum of \$1,200.00 per year. Said rental amount has been determined based upon the historical expenses (the "Expenses") incurred by the City, related to the Council Grove City Lake Park, and for matters that directly and specifically benefit the Residential Lots, such as, security, road repair and maintenance, maintenance to common areas, equipment costs, caretaker salary and that portion of general services apportioned to such purposes. It is estimated the recent annual cost of such historical expenses has been approximately \$261,000.00, which has resulted in the established rent. The rent for all subsequent three year periods shall remain at an amount equal to the third year amount of the preceding three year period, unless adjusted as set forth hereinafter.

b. Subject to the provisions of subparagraph (c), in the event there is a significant increase in the Expenses, or if there are other factors that occur which reasonably and in good faith should require an increase in rent, the City may, within reason and good faith, require an adjustment of the rent for the second three year period of the Lease and may also require adjustments to the rent for any three year period thereafter under the same factors and requirements. Prior to implementing any adjustment, the City shall notify Lessee, and also the CGCLA, of its intention to modify the rent, and the proposed new annual rental amount. Such notice shall be delivered, in writing at least 180 days prior to the end of the current three year period of the Lease. Such notice shall include the basis of the proposed increase which shall include:

1. The actual annual itemized Expenses for the period commencing January 1 and ending December 31, every year the Lease is effective.
2. Calculated average of the annual Expenses applicable to such period and a comparison of that average to the average annual Expenses during the period when the current Rent was established.
3. An itemization of all other factors which the City relies upon to justify the modification.

The proposed modified rent shall go into effect on January 1 of the year following the notice. The CGCLA may request to negotiate the proposed amount, provided they do so within sixty (60) days of receipt of the notice, in writing, to the City Clerk. Upon such request the City and CGCLA shall enter into good faith negotiations to establish a fair and equitable annual rental amount by forming a committee of three lake leaseholders, appointed by the CGCLA, three City Council members, appointed by the City Council, one representative from Ward 1, Ward 2, and Ward 3 who are not lake leaseholders, appointed by the City Council and three Council Grove business people who are not lake leaseholders, appointed by the City Council. During such negotiations the factors set forth above shall provide the criteria upon which the Committee shall base its recommendation. The Committee shall recommend a fair and equitable rent to the City Council and the City Council shall thereafter reasonably and in good faith establish a rental amount, however the City Council shall not be bound to follow the committee's recommendation. Written notice of the new Rent shall be provided to Lessee and shall become effective on January 1 of the year following such notice.

c. The City shall only be entitled to modify the Rent, as set forth in subparagraph (b), if, from the commencement of the current three year period until the notification of the modified Rent, the City has:

1. Provided the CGCLA with accurate annual itemizations of both Expenses and Rental Revenue generated by the Residential Lots; and,
2. After the first year, set aside 10% of the Revenue in a special fund designated for use only as capital improvements at the Council Grove City Lake Park. Expenditures from this fund shall be reviewed and recommended by a committee established for such purpose and including representatives from the CGCLA. The City Council shall thereafter reasonably and in good faith determine the amount and purpose of expenditure from the fund, but shall not be bound to follow the Committee's recommendation.
3. Beginning in 2014, 10% of the 10% referred to in Paragraph 5c2 above, shall be set aside by the City for a capital improvement fund to be held as a contingency fund for future major projects mutually agreed upon by the CGCLA Board of Directors and the City Council.

d. Rental payments shall be made to the Office of the City Clerk of the City. The Lessee has an option to pay one-half of a given year's rent on or before January 15 of that year and the second half on or before July 15 of that year. If at least one-half of the rent is not paid by February 15 of each year then the entire year's rent will be immediately due and payable, plus a late payment penalty in the amount of \$75.00. If the lessee makes timely payment of the first half rent, but does not make the second half payment by July 15, a \$75.00 late payment fee shall be due to Lessor. If Lessee fails to make the rental payments required hereunder, the amount due shall accrue interest at the rate of 5% per annum from and after such date, and may be collected by the City under terms of the default provisions set forth hereinafter. The City shall have a first and prior lien on the Leased Premises for all Rent due hereunder.

6. ENCUMBRANCE AND TRANSFER OF LEASEHOLD INTEREST:

a. Lessee may encumber by mortgage or deed of trust, or other proper instrument, its leasehold interest and estate in the Leased Premises, together with all buildings and improvements on the premises, as security for any indebtedness of Lessee, however such encumbrance shall be subject to the obligations of the Lessee to the City as set forth herein. The execution of any mortgage, or deed of trust, or other instrument, or the foreclosure of any mortgage, or deed of trust, or other instrument, or any sale, either by judicial proceedings or by virtue of any power reserved in a mortgage or deed of trust, or conveyance by Lessee to the holder of the indebtedness, or the exercising of any right, power, or privilege reserved

in any mortgage or deed of trust, shall not be held as a violation of any of the terms or conditions of this Lease, or as an assumption by the holder of the indebtedness personally of the obligations of this Lease.

b. If Lessee shall encumber its leasehold interest in the Leased Premises, the Lessee or the holder of the indebtedness secured by the encumbrance, shall give written notice to the City of the existence of the encumbrance. The notice shall state the name, address and telephone number of the holder of the indebtedness. The holder of the indebtedness may, at its option, at any time before the rights of Lessee shall be terminated as provided in this Lease, pay any of the rents due under this Lease, or pay any taxes and assessments, or do any other act or thing required of Lessee by the terms of this Lease, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions of this Lease to prevent the termination of this Lease. All payments so made and all things so done and performed by the holder shall be as effective to prevent a foreclosure of the rights of Lessee hereunder as the same would have been if done and performed by Lessee.

c. Lessee may sell, transfer, assign, gift, devise by will or other instrument, its interest in this Lease, but only with prior approval of the Lessor. The transferee of any lease must sign a lease with the City and pay a transfer fee prior to approval of the transfer. The transferor must be in full compliance with City requirements before the transfer is approved. In addition, Lessee's interest in this Lease shall pass by the laws of intestate succession and descent and distribution, pursuant to the laws of the state of Kansas.

7. LIENS:

a. Lessee shall keep all and every part of the Leased Premises and all buildings and other improvements at any time located on the premises free and clear of any and all mechanics, material suppliers, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions that Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the premises, or any obligations of any kind incurred by Lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and shall indemnify Lessor and all of the Leased Premises and all buildings and improvements on the Leased Premises from and against any and all such liens and claims of liens and suits, including reasonable attorney fees, or other proceedings pertaining to the premises.

b. Lessor does not consent to any such lien attaching to the Leased Premises. In the event of a breach of this section by Lessee, Lessor shall have the rights and remedies set forth in the section on Default hereinafter.

8. TAXES AND ASSESSMENTS:

a. **IMPROVEMENTS TAXES.** As long as the county assesses taxes against the improvements separately from the real estate, Lessee shall be obligated to pay, when due, all taxes assessed against the improvements placed upon the Leased Premises. Lessee shall hold Lessor harmless from all such taxes. In the event Lessor, as owner of the land, shall receive notice of taxes due on the improvements, Lessor shall promptly notify Lessee of such notice within a time, and in a manner, allowing Lessee to make the payments, when due.

b. **TAXES IMPOSED ONLY UPON THE LAND.** Beginning with the year 2017, with the platting of the lots within the Council Grove City Lake Park, the County is assessing each lot therein separately. However, because the City is the owner of all of said lots, the Valuation Notice, as well as the statement

for taxes due, for all of said lots is provided only to the City. Therefore, the City shall, within ten (10) business days after receipt of the Valuation Notice, the statement for taxes due, or any other communication related to the taxes upon the land, mail a copy of such via first class mail to the Primary Lessee. It shall be the Lessee's responsibility to make sure they obtain the tax statement within a time frame necessary to pay the taxes in a timely manner. It shall be Lessee's obligation to pay all taxes due from the City, and related to the Leased Premises. Lessee shall pay such taxes in one of two methods, depending upon how the County will accept such payments. Under the first method, beginning in 2018 and continuing each year thereafter as long as the County will accept this method, Lessee shall make such payment directly to the County, on or before the due date set forth in the County's statement to the City. Lessee may pay such taxes in the same manner as the City could make such payment, i.e., Lessee may pay one-half of said taxes on, or before, the due date in December, and one-half of said taxes on, or before, the due date in May. If Lessee fails to make any such payment when due, the City may make such payment and recover such amounts, plus penalties, interest and attorney fees from Lessee, pursuant to Section 12 of this Lease. Under the second method, if, and when, the county has indicated that the tax payment must be made by the City the Lessee shall be obligated to pay, in full, to Lessor, within thirty days after the City gives notice of such amount being due, all taxes on the leasehold real estate which are assessed to the Lessor, as set forth on the tax statement, and the Lessor shall use such payment to pay the taxes due on the land within the time frames required. Provided, however, in the event the due date of such taxes is less than thirty days after the City gives notice of such amount, Lessor shall make such payment at least ten (10) days prior to their due date, as long as the City has provided such notice at least fifteen (15) days prior to the due date. If the City fails to provide such notice at least fifteen (15) days prior to the due date, Lessor shall make such payment within five (5) days after receipt of the notice. (The payments made by Lessee, as set forth in the preceding sentence, shall only be made to Lessor. The Lessee shall not make such payments directly to the County.) It shall be the City's obligation to determine how the county will accept the tax payment, and to notify Lessee of which method is applicable if that method has changed from the previous year, at the time the City provides notice of the amount due. Under the first method, Lessee shall have full authority to pay any, or all, of such taxes under protest, and Lessee may do so in the name of the City, to the extent any such taxes are technically the city's responsibility. Under the second method, in the event directed to do so by the Lessee, or their agent(s), the City shall pay such taxes under protest; however, the City shall only be obligated to do so if the Lessee has fulfilled their obligations to make the payment required hereunder. Lessee shall be responsible for any penalties and interest incurred by reason of their failure to pay any taxes when due. Since the Lessee is responsible hereunder for all taxes imposed upon the land, the City hereby authorizes the Lessee, or the Lessee's authorized agent(s), including but not limited to the CGCLA, to appeal the Valuation or classification of their lot, as well as any taxes imposed thereon, on behalf of and in the name of the City, without any further action of the City authorizing such appeal. The Lessee and/or their authorized agent shall have full authority, and responsibility, for filing the appeal and paying all fees and costs associated therewith and shall hold the City harmless from any obligations related thereto. The City shall have no responsibility to pursue any such appeal; however, the City agrees to cooperate, in good faith, with the Lessee, or their authorized agent(s), in their pursuit of any such appeal. The rights to appeal granted herein shall include the right to pursue such appeal throughout the statutory process, including any judicial review.

c. In the unlikely event the taxing authority does not itemize taxes by leasehold, and the Lessor only receives a tax bill for the total amount due at the Lake Park, such taxes shall be distributed 1/350 to each of the 350 leasehold lots.

d. Any assessments made by the county or other taxing authority, made by reason of the use of the premises by Lessee shall be reimbursed by Lessee within thirty (30) days after the City gives notice of such amount being due.

e. In the event the CGCLA pursues an appeal pursuant to the authority granted herein, CGCLA agrees to indemnify, and hold harmless, the Lessor from any claims of leaseholders arising from such appeal, except to the extent such claims arise from the actions or omissions of the Lessor.

9. NO MANAGEMENT AUTHORITY: No Lessee may individually, nor acting on behalf of any organization or entity, at any time represent that they have authority over the management or maintenance of the Council Grove City Lake Park.

10. CONSTRUCTION REPAIR AND MAINTENANCE:

a. All construction, repair and maintenance of any improvement upon the Leased Premises shall comply with the duly adopted Building Codes of the City, in effect at the time of such construction, repair and maintenance, the same as though the Leased Premises were located within the corporate limits of the City. Lessee shall be required to obtain any permit, and pay any fee, associated with such construction, repair and maintenance as though the Leased Premises were located within the corporate limits of the City.

b. Lessee shall, throughout the term of this Lease, at its own cost, and without any expense to Lessor, keep and maintain the premises, including all buildings and improvements of every kind that may be a part of the Leased Premises, and all appurtenances to the Leased Premises, in good, sanitary, and neat order, condition and repair, and except as specifically provided in this Lease, restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatsoever.

c. The damage, destruction, or partial destruction of any building or other improvement that is a part of the Leased Premises shall not release Lessee from any obligation under this Lease, except as expressly provided below. In case of damage to or destruction of any such building or improvement, Lessee shall at its own expense promptly repair and restore it to a condition as good or better than that which existed prior to the damage or destruction or remove such building or improvement & restore property to a clean condition.

d. In spite of anything to the contrary in the immediately preceding paragraphs of this section, in case of damage or destruction to improvements on the Leased Premises, to an extent that they are no longer useable by Lessee, Lessee may elect to terminate this Lease by written notice to Lessor; however, such termination shall not be effective until Lessee shall have either removed all of the improvements from the Leased Premises, and restored the property to a clean, sanitary and safe condition, or if Lessor at its sole discretion has waived in writing such action by Lessee.

e. The Lessor does not contemplate black-topping or hard-surfacing any of the roads at the Council Grove City Lake Park, however in the event that seventy-five percent (75%) or more of the leaseholders in any particular section should petition for hard-surfacing of roads serving that section, the Lessor shall have the right to make a special assessment against the leaseholders receiving the benefit of such improvements. Such assessment shall be on a "per lot" basis, or any other means the Lessor deems appropriate and payment of that special assessment is in addition to any other obligations herein.

f. The Lessor does not contemplate making any improvements for a sewage disposal system in the Council Grove Lake Park, however in the event that seventy-five percent (75%) or more of the leaseholders in any particular section should petition the Lessor for such a sewage disposal system, then the Lessor shall have the right to make a special assessment upon the leaseholders for payment for any and all costs and expenses for such system. Such special assessments shall be based upon a "per lot" basis or any other manner as the Lessor deems appropriate, and shall be in addition to any other obligations set forth herein.

11. UTILITIES: Lessee shall fully and promptly pay all monthly service charges for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the leased premises throughout the term of this Lease, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the leased premises and all activities conducted on the Leased Premises, and Lessor shall have no responsibility of any kind for any such costs and expenses.

12. DEFAULT:

a. Lessee shall be in default under the terms of this Lease if he/she/it shall fail to comply with any provision hereunder, and such failure continues for a period of sixty (60) days after Lessor has provided notice of such default, in writing. Such notice, on the part of Lessor, shall provide Lessee with a description of the default, the actions necessary to remedy the default, and shall allow the Lessee sixty (60) days within which to correct the default.

b. Except for a default by Lessee regarding the payment of rent under Section 5, or reimbursement of taxes and assessments under Section 8, Lessor shall have the right, upon the expiration of sixty (60) days following delivery of the notice set forth above, to either proceed to remedy the default itself and to assess the cost of such action against the Lessee, or bring an injunctive action, requesting a court of competent jurisdiction to order the Lessee to correct the default. In the event Lessor takes action, it shall be entitled to recover its actual costs, including reasonable attorney fees, plus an administrative fee of five percent of those costs. The administrative fee shall not exceed \$500.00. The costs and administrative fee imposed by the Lessor shall be billed to the Lessee and if not paid within thirty (30) days of such billing, Lessor shall be entitled to file notice of such costs with the Morris County Register of Deeds and such shall become a lien on the Leased Premises. If Lessor elects to bring an injunctive action to enforce the provisions hereunder, the prevailing party shall be entitled to recover their costs, including reasonable attorney fees.

c. If Lessee is in default for failure to pay rent, or other fees, pursuant to Section 5, or reimbursement of taxes and assessments under Section 8, upon expiration of sixty (60) days following delivery of the notice set forth above, Lessor shall be entitled to bring an action in a court of competent jurisdiction to recover such amounts and to also foreclose its first and prior lien on the Leased Premises, and shall be entitled to recover its costs, including reasonable attorney fees.

13. QUIET ENJOYMENT/LESSORS RIGHT OF ENTRY: Lessor covenants that Lessor is seized of the Leased Premises, in fee simple, and has full right to make and enter into this Lease and that Lessee shall have quiet and peaceable possession of the leased premises and improvements during the term of this Lease. Lessee shall permit Lessor and the agents and employees of Lessor to enter upon the unimproved portion of the leased premises at any time. Lessor and the agents and employees of the

Lessor may enter improvements at all reasonable times, with prior reasonable notice to the Lessee, for the purpose of inspecting the leased premises and improvements, inspecting for compliance with this Lease and any ordinances, or for the purpose of posting any notices.

14. SPECIAL OBLIGATIONS OF THE CITY:

a. The city shall maintain all main roads within the Council Grove City Lake subdivision in order to provide the Leased Premises with access to public right-of-ways, consistent with the policy used within the City limits.

b. The City agrees to work with CGCLA and any leaseholders to establish an Advisory Committee to the City Council on matters pertaining to the City Lake Park.

c. The City shall maintain the Park, including the lake, and its supporting infrastructure, in compliance with all applicable statutes, laws, rules and regulations. However nothing herein shall require the maintenance of the infrastructure which would be contrary to the best interest of the City.

d. The Lake is the primary water source for the City and the City shall have the right to impose such ordinances, rules and regulations as it deems necessary to protect the water supply.

e. The City agrees to compile and make public a semi-annual accounting of all revenues generated by, and expenses incurred for, the Council Grove City Lake Park. After the first year, the City further agrees to set aside and reserve 10% of the lease rent fee to be placed in a special Capital Improvement Fund to help finance improvements at the Council Grove City Lake Park that provide benefit to the Lessees and public access facilities. A committee, including representatives of CGCLA, shall be established for the purpose of reviewing and recommending expenditures from this fund. The City Council shall thereafter reasonably and in good faith determine the amount and purpose of expenditure from the fund, but shall not be bound to follow the committee's recommendations.

f. Notice of any new ordinances enacted by the Lessor applicable to the Council Grove City Lake Park shall be sent, at the end of each calendar year to the Lessee.

15. SPECIAL OBLIGATIONS OF THE LESSEE:

a. Lessee shall not do, or permit, anything upon the leased premises that will jeopardize the water supply of the City.

b. This Lease does not, and is not intended to, contain all matters regarding the Lake Park and each leasehold. Lessee shall obtain, read and comply with all applicable laws, statutes, ordinances, rules and regulations regarding the use of the Leased Premises.

c. Lessee shall not use the premises so as to constitute a nuisance.

d. Lessee shall be responsible for removal of garbage, rubbish, other waste and waste disposal from the Leased Premises, at Lessee's expense.

e. Chemicals may only be used on leased premises with a Chemical Permit as set forth by city ordinance.

f. On all cabins, homes, residences or dwellings located upon the lease site, there shall be displayed, clearly visible to the public, both the section number and lot number. The letters shall be at least three (3) inches in size.

g. Nothing in this Lease shall be deemed to lease any tenant any surface water nor does it permit any Tenant to pump water out of the lake for any use without the approval of the City Council.

h. Lessee may not make any new roads or ways of access to any leasehold in, upon or across the Lake Park or any part thereof.

i. Before any building or improvement is placed upon the leasehold, the Lessee shall submit to the Lessor an application in writing setting forth a description of the outside dimensions of the building or improvement, the material to be used, the type of construction, and whether the same is new material or used material and such other information as may be requested by the Lessor.

16. EMINENT DOMAIN: In the event all, or any significant portion, of the Leased Premises is taken by an entity, using the entity's power of eminent domain, this Lease shall terminate. In such event, the parties hereto shall each be entitled to make claim against the condemning authority for the amount of any damages they have sustained as a result of such taking.

17. VOLUNTARY SURRENDER: Lessee, at any time during the term of this Lease, as long as Lessee is not in default of any provision hereunder, may voluntarily surrender its rights hereunder to Lessor, and upon doing so this Lease shall terminate, and both parties shall be released from the terms hereof. In order to voluntarily surrender its rights, Lessee shall notify Lessor of its intention to do so, in writing, and shall also file such notice with the Morris County Register of Deeds. Lessor shall have 60 days, from the date the notice is filed with the Register of Deeds, within which to either deny or accept such voluntary surrender, or to notify Lessee of any existing defaults that must be corrected by Lessee before such is acceptable. If Lessor fails to notify Lessee of any such defaults within such time, Lessor shall have been deemed to accept the voluntary surrender on the date the notice was filed with the Register of Deeds. If Lessor notifies Lessee of defaults to be corrected, such notice shall also be filed with the Register of Deeds. In the event Lessor notifies Lessee of defaults to be corrected, this Lease shall not terminate until such defaults are corrected and both parties have filed a consent to terminate the Lease with the Register of Deeds.

18. RIGHT OF FIRST REFUSAL: If at any time during the term of this Lease, Lessor shall receive from any third party a bona fide offer to purchase an individual leasehold the property to which this Lease is subject at a price and on terms acceptable to Lessor, Lessor shall give written notice of the price and terms to Lessee, and Lessee shall have thirty (30) days thereafter in which to execute a written agreement with Lessor for the purchase of such property at that price and on those terms. If Lessor shall so notify Lessee and Lessee shall fail to execute such agreement within the 30 day period, Lessor shall thereafter be free to sell the Property to the third party making the offer on the same terms and conditions set forth in the offer, subject to the terms of this Lease. Nothing herein shall be construed to require a right of first refusal if the Lake real estate is being sold in its entirety.

19. **REGISTER OF DEEDS:** As soon as practical after the execution of this Lease, the parties shall cooperate in its filing with the Morris County Register of Deeds. Lessee shall be responsible for all costs associated with such filing.

20. **NOTICES:** Any notices given by the Lessor to the Lessee will be given to the Primary Leaseholder designated herein at the address to which such Primary Leaseholder authorizes notice until such time, if any, the Primary Leaseholder authorizes a change in such by notice in writing. Any notices to the Lessor shall be given to the City Clerk at the Office of the City clerk of the City of Council Grove, Kansas. Notices or other communication pursuant to this lease shall be given by first class mail, postage prepaid, to:

the City:

City of Council Grove
Attn: City Clerk
P.O. Box 313
Council Grove, KS 66846

Primary Lessee: *

Steve Blanck
(913) 276-8712
22108 W. 70th Terr, Shawnee KS 66226

21. **GENERAL TERMS:**

a. **NO WAIVER:** The waiver of either party, or the failure to take action by that party, with the respect to any breach of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant or condition or subsequent breach of the same, or any other term, covenant or condition contained in this Lease, nor will it bar enforcement of any term.

b. **BINDING:** The provisions of this Lease shall be binding upon and shall inure to the benefit of the parties, their heirs, executors, administrators, successors and assigns.

c. **TIME OF ESSENCE:** Time is of the essence of this Lease and of each and every covenant, term, condition and provision of this Lease.

d. **PARAGRAPH HEADINGS:** Paragraph headings are for convenience only and are not to be used in construing this agreement.

e. **GOVERNING LAW:** This Lease is entered into, and shall be governed by, the laws of the State of Kansas.

f. **ENTIRE AGREEMENT:** This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease. Any prior written leases, whether oral or written, between the parties hereto, regarding the Leased Premises are hereby deemed to be null and void.

g. MODIFICATION: Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in writing signed by each party or an authorized representative of each party. This provision shall not apply to modifications of this Lease pursuant to paragraph 3 hereof.

IN WITNESS WHEREOF, the parties have set their hands the date set forth above.

CITY OF COUNCIL GROVE, KANSAS

By:
Mayor _____

ATTEST:

City Clerk

LESSEE:

x [Signature]
Primary Leaseholder

x [Signature]
Lessee

Lessee

Address to which Primary Leaseholder authorizes Notices:

22108 W. 70th Terrace
Stawnee, KS 66226

The 911 Mailing address for this Leasehold address is as follows:

184 South Shore Rd.
Council Grove, KS 66846

INVOICE
CITY OF COUNCIL GROVE

205 N. UNION ST
 P.O. BOX 313
 COUNCIL GROVE, KS. 66846

Description	:	Amount
Transfer Fee	:	\$500.00
Filing Fee	:	\$228.00
	:	
	:	
	:	
	:	
	:	
	:	
	:	
	:	
	:	
	:	
	:	
	:	
	:	
	:	
TOTAL COST		\$728.00

CITY CODE 2019

12-655. Lake lot lease transfer.

(a) PURPOSE. The purpose of this section is to set forth the requirements necessary to have a lake lot lease transfer placed on the agenda for a City Council meeting and to establish minimum requirements to have a lake lot lease transfer approved by the governing body of the City of Council Grove, Kansas.

(b) MINIMUM REQUIREMENTS FOR BEING PLACED ON CITY COUNCIL AGENDA. The following are requirements to be met before any lake lot lease transfer is placed on the agenda for a City Council meeting, and all such requirements must be met.

- (1) Completed cabin lake transfer application.
- (2) Payment of \$500.00 transfer fee and all applicable registration fees.
- (3) Septic system must be inspected by City Building Inspector.
- (4) Any septic system corrections must be completed and then approved by the Building Inspector.
- (5) The lease fee for current year must be paid in full.
- (6) Transferees must sign a lake lot lease agreement with the City of Council Grove.
- (7) A notarized Bill of Sale must be included with application for transfer.
- (8) The leasehold must pass an on-site inspection of all structures, to verify compliance with the lease and all applicable City ordinances.
- (9) The leasehold and leaseholders must be in compliance with all applicable City ordinances and all terms and conditions of the lease agreement.

(c) MINIMUM REQUIREMENTS WHICH MUST BE MET IN ORDER TO HAVE THE LAKE LOT LEASE APPROVED AT A CITY COUNCIL MEETING ARE AS FOLLOWS:

- (1) Completed cabin lake transfer application.
- (2) Payment of \$500.00 transfer fee and all applicable registration fees.
- (3) Septic system must be inspected by City Building Inspector.
- (4) Any septic system corrections must be completed and then approved by the Building Inspector.
- (5) The lease fee for current year must be paid in full.

- (6) Transferees must sign a lake lot lease agreement with the City of Council Grove.
- (7) A notarized Bill of Sale must be included with application for transfer.
- (8) The leasehold must pass an on-site inspection of all structures, to verify compliance with the lease and all applicable City ordinances.
- (9) The leasehold and leaseholders must be in compliance with all applicable City ordinances and all terms and conditions of the lease agreement.

Original signatures on all documents above which need to be signed must be in the possession of the city clerk/administrator prior to the transfer being approved. All documents must be on the forms provided by the City.

All transfers are reviewed on a case by case basis. Additional information may be required by the governing body. Should the governing body find cause not to approve any transfer, the governing body shall retain such authority to deny any transfer, even if the foregoing minimum requirements have been met.

(Ord. 1910; Ord. 1970; Ord. 2064; Ord. 2182; Code 2019)



Date: 4/20/2023

Site Number: K-12

City Lake Transfer Inspections

1. No environmental code violations inside or outside, including city commons (See City Code Chapter, 8 Article 2) **Good** Bad
2. Count bedrooms with closets and without closets. **Good** Bad bedroom
3. No missing cover plates in the cabin or in the accessory structures. **Good** Bad
4. Inspect septic tank for broken parts, cracks, leaks, tree roots. **Good** Bad
5. Inspect septic lift pump tank for broken parts, cracks, leaks, tree roots, and make sure lift pump works. Good Bad **Not Required**
6. Inspect the well head and make sure it is not damaged and that it is sealed. **Good** Bad
7. Cabin site/lot number must be visible from the road and the lake. This number must be on the well head and the septic tank lids. **Good** Bad
8. Must verify that no lot pins are missing. (The new cabin owner will be responsible for replacing the pins if they come up missing.) **Good** Bad
9. Lateral field must be marked and mowed. **Good** Bad
10. Dock must be on the lot with a 5' set back from the lot lines. **Good** Bad
11. Dock electrical must be up to date and have a permit on file verifying that it was Inspected. **Good** Bad
12. No plumbing in the accessory structures unless a permit for the plumbing is on file. **Good** Bad
13. No submersible pumps in the lake. **Good** Bad
14. No sand beaches. **Good** Bad

Comments:

Dan Drube

City Inspector



SEPTIC SYSTEM INSPECTION RESULTS

Section: K Site: K-12 Date: 4/20/2023

Address: 184 SOUTH SHORE RD

Septic System Type: Anaerobic: (X)

Aerobic (ATU/AWTDS): ()

Septic Tank Capacity: 800 GALLON

Septic Tank Material: Concrete: (X) Steel: ()

Lift Pump: Yes: () No: (X)

Pumped By: RODNEY WHITAKER Date: 4/20/2023

Inspected By: DAN DRUBE Date: 4/20/2023

Inspected By: _____ Date: _____

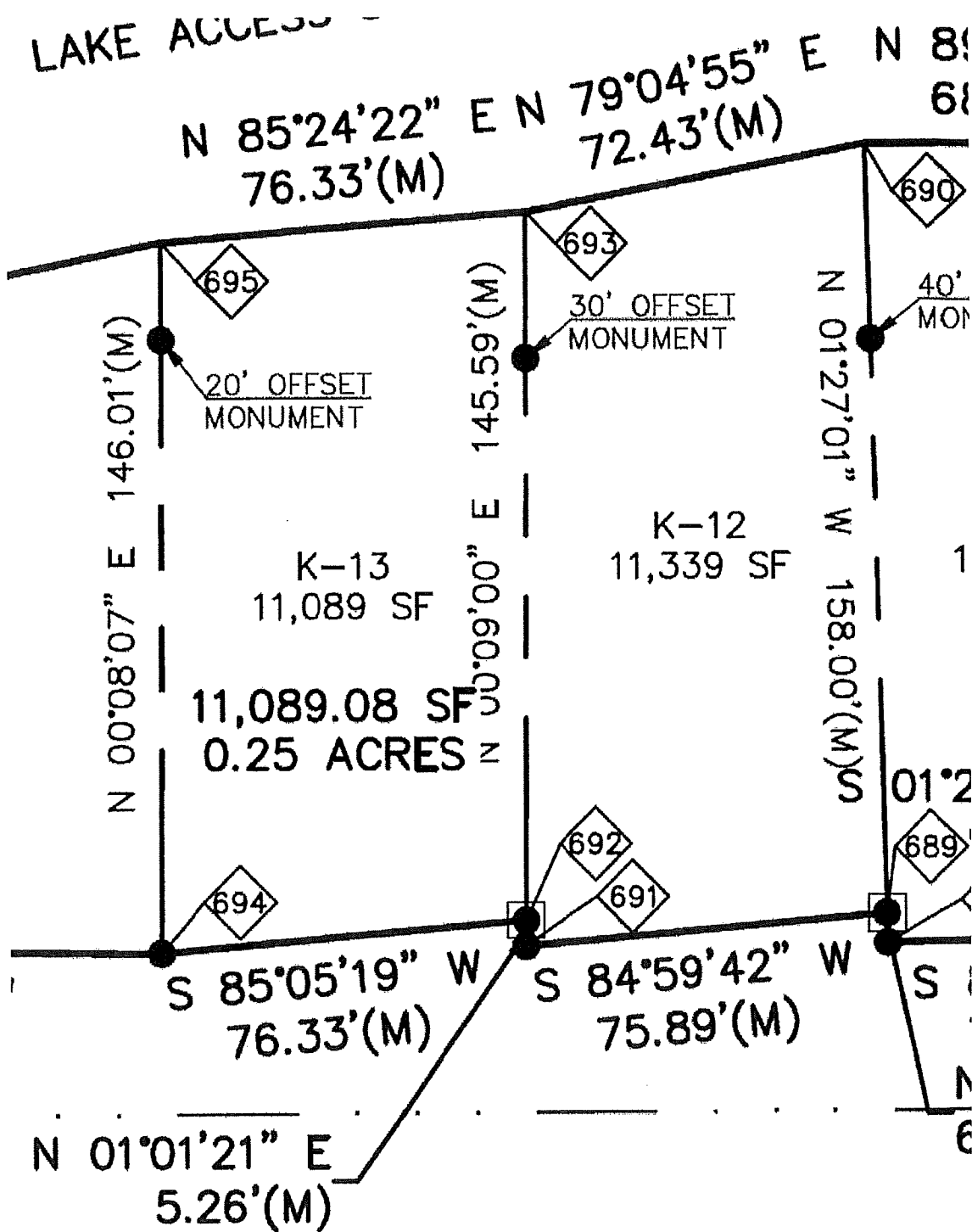
Septic System Approved: Yes: (X) No: ()

Comments:

Sincerely,

Dan Drube
City Inspector

LAKE ACCESS SIDE

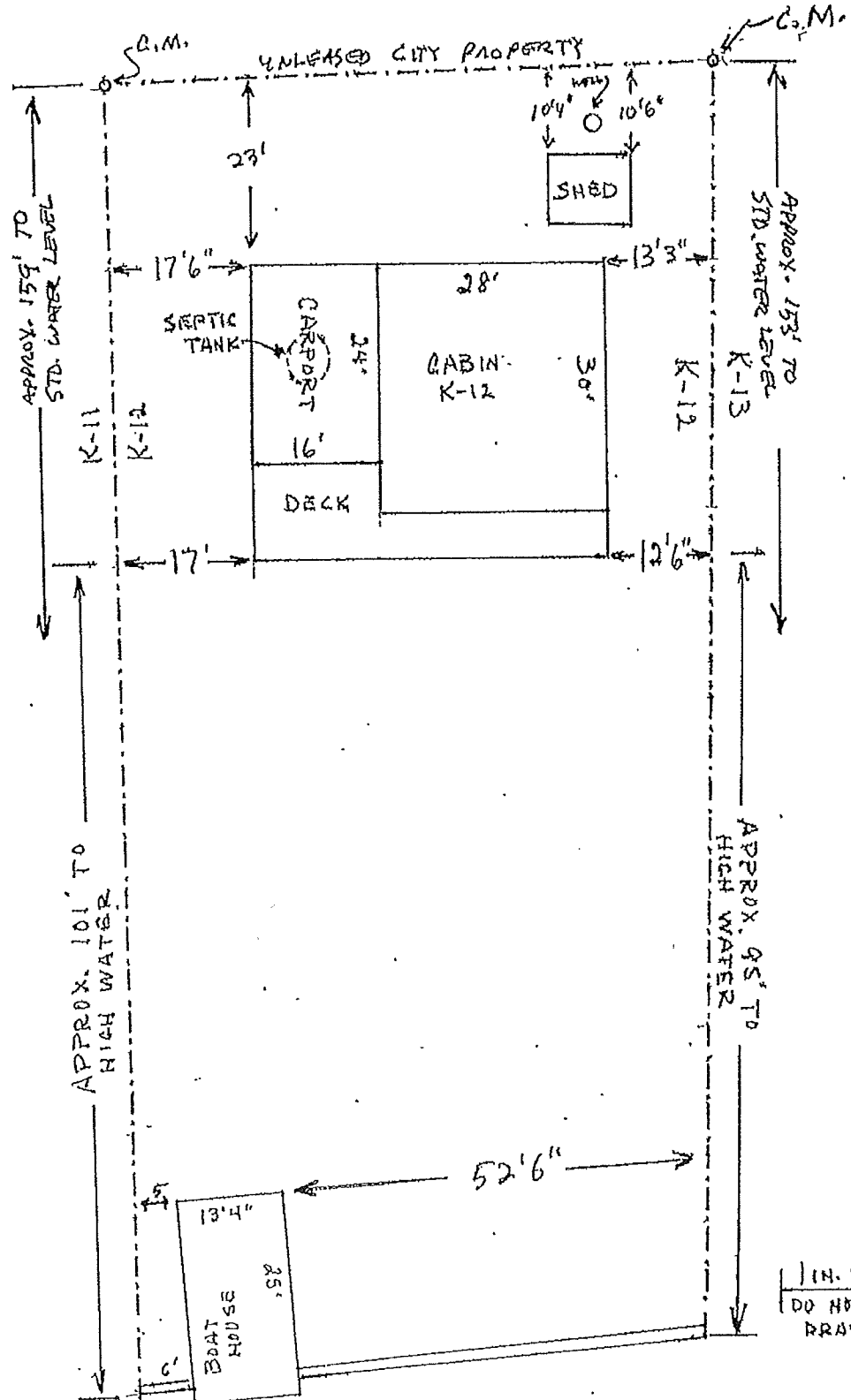


ROAD ACCESS SIDE

K-12

WELL

SOUTH SHORE ROAD



1 IN. = 20 FT
DO NOT SCALE
DRAWING

Application for Cabin Site Transfer
COUNCIL GROVE CITY LAKE

Site Number: C-41 Date: June 14, 2023

Name of Transferee: Carl Barry Cross Revocable Trust dated March 19, 2008

Address: 9456 1/2 E. Lakefront Circle

City: Wichita State Ks Zip Code 67206

Telephone Number: 316 - 323 - 7777

Name of Transferor: Andrew C. Hutter, Jr & Joyce A. Hutter Trust dated Dec. 19, 2014

OFFICE USE ONLY BELOW THIS LINE

Septic tank checked: 6-9-2023

The above application is approved:

this 15th day of June, 2023

Signed Don Quake
Building Inspector

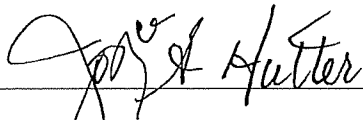
BILL OF SALE

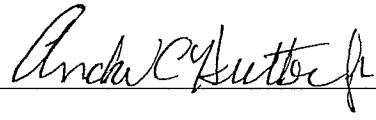
KNOW ALL PERSONS BY THESE PRESENTS, I/we the undersigned Grantor(s), in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations do, at the time of closing of the contract between the two parties, I/we do GRANT, SELL, TRANSFER AND DELIVER unto Carl Barry Cross Revocable Trust, dated March 19, 2008, Carl Barry Cross and Judy M. Cross, Trustees and/or his/her heirs, executors, administrators, and assigns, hereinafter referred to as Grantee(s), the following existing goods and chattels, to wit:

Lake home and related improvements located in Final Plat, Council Grove Lake Park, Section C , Lot C - 41 , to Morris County, Kansas, 66846, including but not limited to: Water well & well equipment, septic system, all buildings, lake home, dock, boathouse and contents thereof, as well as the assignment of all of the grantors' rights under a Lease Agreement with the City of Council Grove.

TO HAVE AND TO HOLD, all and singular, the said goods and chattels forever; And the said grantor hereby covenants with said grantee(s) that he/she/they are the lawful owner(s) of said goods and chattels; that they are free from all liens and encumbrances; that he/she/they have good right to sell the same as aforesaid, and that he/she/they will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said grantor(s) have hereunto set their hands this 6th day of June , 2023 .


STATE OF Kansas , Morris

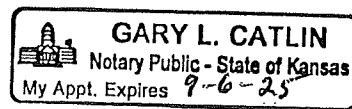

COUNTY, ss.

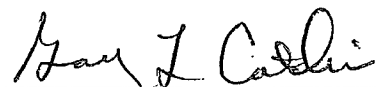
BE IT REMEMBERED, That on this 6th day of June , 2023 , before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Andrew C. Hutter, Jr. and Joyce A. Hutter, Trustees , who are/is personally known to me to be the same person(s) who executed the foregoing bill of sale, and such person(s) duly acknowledged the execution of the same.

IN TESTIMONY THEROF, I have hereunto set my hand and affixed my notary seal on the day and year last above written.



www.CGLakeside.net




Notary Public

Please immediately fill in date, site number, sign and return to City of Council Grove, P.O. Box 313, Council Grove, Kansas 66846, or deliver to City Hall at 205 N Union Street, Council Grove.

GROUND LEASE AGREEMENT
(Modified and Effective October 2, 2018)

This lease pertains to a building on leased ground, pursuant to K.S.A. 79-412.

THIS GROUND LEASE AGREEMENT (the "Lease") made and entered into this 6th day of June 2023 by and between the City of Council Grove, Kansas, a municipal corporation, hereinafter referred to as the "City" or "Lessor" and Carl Barry Cross Rev. Trust dated March 19, 2008, hereinafter referred to as "Lessee". If more than one Lessee is referenced, they shall be deemed to hold their interests hereunder

as joint tenants and not as tenants in common, or

as tenants in common. (check the desired box; only one can apply.)

WHEREAS, the City is the owner of the real estate described within the Final Plat, Council Grove Lake Park, an addition to Morris County, Kansas, also referred to herein as the Council Grove City Lake Park, and;

WHEREAS, the City is also the owner of real estate located in Final Plat, Council Grove Lake Park, Section C, Lot C - 41, to Morris County, Kansas, hereinafter referred to as the "Leased Premises", and,

WHEREAS, the City desires to lease the Leased Premises to Lessee, and Lessee desires to lease the Leased Premises from the City; and,

WHEREAS, the Council Grove City Lake Association (the "CGCLA") is a Kansas not for profit corporation formed for the purpose of representing the interests of the residents of the Council Grove City Lake Park; and,

WHEREAS, the parties hereto recognize the CGCLA as an official representative of the leaseholders at the Council Grove City Lake Park for the purposes set forth herein, provided that the membership includes the majority of all leaseholders.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties here to do agree as follows:

1. **USE OF PREMISES:** The Leased Premises are only to be used for the construction and use of a residential building designed as a single family living unit along with the normal appurtenances associated therewith.

2. **DEMISE:**

a. The City does hereby lease to the Lessee, and Lessee does hereby accept from the City, subject to the

terms and conditions set forth herein, the Leased Premises.

b. The actual boundaries of the Leased Premises have been previously established and are as set forth in Final Plat, Council Lake Park, to Morris County, Kansas, which is of record at the Morris County Register of Deeds office.

c. As a part of the grant of the Leased Premises, if Leased Premises abut the Council Grove City Lake, the Lessee is hereby granted access, to and from the Leased Premises to the Council Grove City Lake.

3. **MODIFICATION OF THIS LEASE:** Other than the term of this lease as set forth in paragraph 4 and modification of rent as set forth in paragraph 5, the City may, if reasonably necessary, with consultation with the CGCLA, modify terms and conditions of the Lease and the Lessee agrees to be bound by any such modification.

4. **TERM:** The term of this Lease shall expire on December 31, 2041, regardless of its commencement date. Provided, however, this Lease, upon its expiration, shall automatically renew for a period of thirty years, and shall continue to renew for successive terms of thirty years perpetually. Notwithstanding the perpetual nature of this Lease, nothing herein shall be construed as divesting Lessor of legal title to the Leased Premises.

5. **RENT:** The Lessee agrees to pay the City rental for this Lease as follows:

a. For the year 2012, the sum of \$1,000.00; for the year of 2013, the sum of \$1,100.00; and for the year of 2014 the sum of \$1,200.00 per year. Said rental amount has been determined based upon the historical expenses (the "Expenses") incurred by the City, related to the Council Grove City Lake Park, and for matters that directly and specifically benefit the Residential Lots, such as, security, road repair and maintenance, maintenance to common areas, equipment costs, caretaker salary and that portion of general services apportioned to such purposes. It is estimated the recent annual cost of such historical expenses has been approximately \$261,000.00, which has resulted in the established rent. The rent for all subsequent three year periods shall remain at an amount equal to the third year amount of the preceding three year period, unless adjusted as set forth hereinafter.

b. Subject to the provisions of subparagraph (c), in the event there is a significant increase in the Expenses, or if there are other factors that occur which reasonably and in good faith should require an increase in rent, the City may, within reason and good faith, require an adjustment of the rent for the second three year period of the Lease and may also require adjustments to the rent for any three year period thereafter under the same factors and requirements. Prior to implementing any adjustment, the City shall notify Lessee, and also the CGCLA, of its intention to modify the rent, and the proposed new annual rental amount. Such notice shall be delivered, in writing at least 180 days prior to the end of the current three year period of the Lease. Such notice shall include the basis of the proposed increase which shall include:

1. The actual annual itemized Expenses for the period commencing January 1 and ending December 31, every year the Lease is effective.
2. Calculated average of the annual Expenses applicable to such period and a comparison of that average to the average annual Expenses during the period when the current Rent was established.
3. An itemization of all other factors which the City relies upon to justify the modification.

The proposed modified rent shall go into effect on January 1 of the year following the notice. The CGCLA may request to negotiate the proposed amount, provided they do so within sixty (60) days of receipt of the notice, in writing, to the City Clerk. Upon such request the City and CGCLA shall enter into good faith negotiations to establish a fair and equitable annual rental amount by forming a committee of three lake leaseholders, appointed by the CGCLA, three City Council members, appointed by the City Council, one representative from Ward 1, Ward 2, and Ward 3 who are not lake leaseholders, appointed by the City Council and three Council Grove business people who are not lake leaseholders, appointed by the City Council. During such negotiations the factors set forth above shall provide the criteria upon which the Committee shall base its recommendation. The Committee shall recommend a fair and equitable rent to the City Council and the City Council shall thereafter reasonably and in good faith establish a rental amount, however the City Council shall not be bound to follow the committee's recommendation. Written notice of the new Rent shall be provided to Lessee and shall become effective on January 1 of the year following such notice.

c. The City shall only be entitled to modify the Rent, as set forth in subparagraph (b), if, from the commencement of the current three year period until the notification of the modified Rent, the City has:

1. Provided the CGCLA with accurate annual itemizations of both Expenses and Rental Revenue generated by the Residential Lots; and,
2. After the first year, set aside 10% of the Revenue in a special fund designated for use only as capital improvements at the Council Grove City Lake Park. Expenditures from this fund shall be reviewed and recommended by a committee established for such purpose and including representatives from the CGCLA. The City Council shall thereafter reasonably and in good faith determine the amount and purpose of expenditure from the fund, but shall not be bound to follow the Committee's recommendation.
3. Beginning in 2014, 10% of the 10% referred to in Paragraph 5c2 above, shall be set aside by the City for a capital improvement fund to be held as a contingency fund for future major projects mutually agreed upon by the CGCLA Board of Directors and the City Council.

d. Rental payments shall be made to the Office of the City Clerk of the City. The Lessee has an option to pay one-half of a given year's rent on or before January 15 of that year and the second half on or before July 15 of that year. If at least one-half of the rent is not paid by February 15 of each year then the entire year's rent will be immediately due and payable, plus a late payment penalty in the amount of \$75.00. If the lessee makes timely payment of the first half rent, but does not make the second half payment by July 15, a \$75.00 late payment fee shall be due to Lessor. If Lessee fails to make the rental payments required hereunder, the amount due shall accrue interest at the rate of 5% per annum from and after such date, and may be collected by the City under terms of the default provisions set forth hereinafter. The City shall have a first and prior lien on the Leased Premises for all Rent due hereunder.

6. ENCUMBRANCE AND TRANSFER OF LEASEHOLD INTEREST:

a. Lessee may encumber by mortgage or deed of trust, or other proper instrument, its leasehold interest and estate in the Leased Premises, together with all buildings and improvements on the premises, as security for any indebtedness of Lessee, however such encumbrance shall be subject to the obligations of the Lessee to the City as set forth herein. The execution of any mortgage, or deed of trust, or other instrument, or the foreclosure of any mortgage, or deed of trust, or other instrument, or any sale, either by judicial proceedings or by virtue of any power reserved in a mortgage or deed of trust, or conveyance by Lessee to the holder of the indebtedness, or the exercising of any right, power, or privilege reserved

in any mortgage or deed of trust, shall not be held as a violation of any of the terms or conditions of this Lease, or as an assumption by the holder of the indebtedness personally of the obligations of this Lease.

b. If Lessee shall encumber its leasehold interest in the Leased Premises, the Lessee or the holder of the indebtedness secured by the encumbrance, shall give written notice to the City of the existence of the encumbrance. The notice shall state the name, address and telephone number of the holder of the indebtedness. The holder of the indebtedness may, at its option, at any time before the rights of Lessee shall be terminated as provided in this Lease, pay any of the rents due under this Lease, or pay any taxes and assessments, or do any other act or thing required of Lessee by the terms of this Lease, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions of this Lease to prevent the termination of this Lease. All payments so made and all things so done and performed by the holder shall be as effective to prevent a foreclosure of the rights of Lessee hereunder as the same would have been if done and performed by Lessee.

c. Lessee may sell, transfer, assign, gift, devise by will or other instrument, its interest in this Lease, but only with prior approval of the Lessor. The transferee of any lease must sign a lease with the City and pay a transfer fee prior to approval of the transfer. The transferor must be in full compliance with City requirements before the transfer is approved. In addition, Lessee's interest in this Lease shall pass by the laws of intestate succession and descent and distribution, pursuant to the laws of the state of Kansas.

7. LIENS:

a. Lessee shall keep all and every part of the Leased Premises and all buildings and other improvements at any time located on the premises free and clear of any and all mechanics, material suppliers, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions that Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the premises, or any obligations of any kind incurred by Lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and shall indemnify Lessor and all of the Leased Premises and all buildings and improvements on the Leased Premises from and against any and all such liens and claims of liens and suits, including reasonable attorney fees, or other proceedings pertaining to the premises.

b. Lessor does not consent to any such lien attaching to the Leased Premises. In the event of a breach of this section by Lessee, Lessor shall have the rights and remedies set forth in the section on Default hereinafter.

8. TAXES AND ASSESSMENTS:

a. **IMPROVEMENTS TAXES.** As long as the county assesses taxes against the improvements separately from the real estate, Lessee shall be obligated to pay, when due, all taxes assessed against the improvements placed upon the Leased Premises. Lessee shall hold Lessor harmless from all such taxes. In the event Lessor, as owner of the land, shall receive notice of taxes due on the improvements, Lessor shall promptly notify Lessee of such notice within a time, and in a manner, allowing Lessee to make the payments, when due.

b. **TAXES IMPOSED ONLY UPON THE LAND.** Beginning with the year 2017, with the platting of the lots within the Council Grove City Lake Park, the County is assessing each lot therein separately. However, because the City is the owner of all of said lots, the Valuation Notice, as well as the statement

for taxes due, for all of said lots is provided only to the City. Therefore, the City shall, within ten (10) business days after receipt of the Valuation Notice, the statement for taxes due, or any other communication related to the taxes upon the land, mail a copy of such via first class mail to the Primary Lessee. It shall be the Lessee's responsibility to make sure they obtain the tax statement within a time frame necessary to pay the taxes in a timely manner. It shall be Lessee's obligation to pay all taxes due from the City, and related to the Leased Premises. Lessee shall pay such taxes in one of two methods, depending upon how the County will accept such payments. Under the first method, beginning in 2018 and continuing each year thereafter as long as the County will accept this method, Lessee shall make such payment directly to the County, on or before the due date set forth in the County's statement to the City. Lessee may pay such taxes in the same manner as the City could make such payment, i.e., Lessee may pay one-half of said taxes on, or before, the due date in December, and one-half of said taxes on, or before, the due date in May. If Lessee fails to make any such payment when due, the City may make such payment and recover such amounts, plus penalties, interest and attorney fees from Lessee, pursuant to Section 12 of this Lease. Under the second method, if, and when, the county has indicated that the tax payment must be made by the City the Lessee shall be obligated to pay, in full, to Lessor, within thirty days after the City gives notice of such amount being due, all taxes on the leasehold real estate which are assessed to the Lessor, as set forth on the tax statement, and the Lessor shall use such payment to pay the taxes due on the land within the time frames required. Provided, however, in the event the due date of such taxes is less than thirty days after the City gives notice of such amount, Lessor shall make such payment at least ten (10) days prior to their due date, as long as the City has provided such notice at least fifteen (15) days prior to the due date. If the City fails to provide such notice at least fifteen (15) days prior to the due date, Lessor shall make such payment within five (5) days after receipt of the notice. (The payments made by Lessee, as set forth in the preceding sentence, shall only be made to Lessor. The Lessee shall not make such payments directly to the County.) It shall be the City's obligation to determine how the county will accept the tax payment, and to notify Lessee of which method is applicable if that method has changed from the previous year, at the time the City provides notice of the amount due. Under the first method, Lessee shall have full authority to pay any, or all, of such taxes under protest, and Lessee may do so in the name of the City, to the extent any such taxes are technically the city's responsibility. Under the second method, in the event directed to do so by the Lessee, or their agent(s), the City shall pay such taxes under protest; however, the City shall only be obligated to do so if the Lessee has fulfilled their obligations to make the payment required hereunder. Lessee shall be responsible for any penalties and interest incurred by reason of their failure to pay any taxes when due. Since the Lessee is responsible hereunder for all taxes imposed upon the land, the City hereby authorizes the Lessee, or the Lessee's authorized agent(s), including but not limited to the CGCLA, to appeal the Valuation or classification of their lot, as well as any taxes imposed thereon, on behalf of and in the name of the City, without any further action of the City authorizing such appeal. The Lessee and/or their authorized agent shall have full authority, and responsibility, for filing the appeal and paying all fees and costs associated therewith and shall hold the City harmless from any obligations related thereto. The City shall have no responsibility to pursue any such appeal; however, the City agrees to cooperate, in good faith, with the Lessee, or their authorized agent(s), in their pursuit of any such appeal. The rights to appeal granted herein shall include the right to pursue such appeal throughout the statutory process, including any judicial review.

c. In the unlikely event the taxing authority does not itemize taxes by leasehold, and the Lessor only receives a tax bill for the total amount due at the Lake Park, such taxes shall be distributed 1/350 to each of the 350 leasehold lots.

d. Any assessments made by the county or other taxing authority, made by reason of the use of the premises by Lessee shall be reimbursed by Lessee within thirty (30) days after the City gives notice of such amount being due.

e. In the event the CGCLA pursues an appeal pursuant to the authority granted herein, CGCLA agrees to indemnify, and hold harmless, the Lessor from any claims of leaseholders arising from such appeal, except to the extent such claims arise from the actions or omissions of the Lessor.

9. NO MANAGEMENT AUTHORITY: No Lessee may individually, nor acting on behalf of any organization or entity, at any time represent that they have authority over the management or maintenance of the Council Grove City Lake Park.

10. CONSTRUCTION REPAIR AND MAINTENANCE:

a. All construction, repair and maintenance of any improvement upon the Leased Premises shall comply with the duly adopted Building Codes of the City, in effect at the time of such construction, repair and maintenance, the same as though the Leased Premises were located within the corporate limits of the City. Lessee shall be required to obtain any permit, and pay any fee, associated with such construction, repair and maintenance as though the Leased Premises were located within the corporate limits of the City.

b. Lessee shall, throughout the term of this Lease, at its own cost, and without any expense to Lessor, keep and maintain the premises, including all buildings and improvements of every kind that may be a part of the Leased Premises, and all appurtenances to the Leased Premises, in good, sanitary, and neat order, condition and repair, and except as specifically provided in this Lease, restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatsoever.

c. The damage, destruction, or partial destruction of any building or other improvement that is a part of the Leased Premises shall not release Lessee from any obligation under this Lease, except as expressly provided below. In case of damage to or destruction of any such building or improvement, Lessee shall at its own expense promptly repair and restore it to a condition as good or better than that which existed prior to the damage or destruction or remove such building or improvement & restore property to a clean condition.

d. In spite of anything to the contrary in the immediately preceding paragraphs of this section, in case of damage or destruction to improvements on the Leased Premises, to an extent that they are no longer useable by Lessee, Lessee may elect to terminate this Lease by written notice to Lessor; however, such termination shall not be effective until Lessee shall have either removed all of the improvements from the Leased Premises, and restored the property to a clean, sanitary and safe condition, or if Lessor at its sole discretion has waived in writing such action by Lessee.

e. The Lessor does not contemplate black-topping or hard-surfacing any of the roads at the Council Grove City Lake Park, however in the event that seventy-five percent (75%) or more of the leaseholders in any particular section should petition for hard-surfacing of roads serving that section, the Lessor shall have the right to make a special assessment against the leaseholders receiving the benefit of such improvements. Such assessment shall be on a "per lot" basis, or any other means the Lessor deems appropriate and payment of that special assessment is in addition to any other obligations herein.

f. The Lessor does not contemplate making any improvements for a sewage disposal system in the Council Grove Lake Park, however in the event that seventy-five percent (75%) or more of the leaseholders in any particular section should petition the Lessor for such a sewage disposal system, then the Lessor shall have the right to make a special assessment upon the leaseholders for payment for any and all costs and expenses for such system. Such special assessments shall be based upon a "per lot" basis or any other manner as the Lessor deems appropriate, and shall be in addition to any other obligations set forth herein.

11. UTILITIES: Lessee shall fully and promptly pay all monthly service charges for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the leased premises throughout the term of this Lease, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the leased premises and all activities conducted on the Leased Premises, and Lessor shall have no responsibility of any kind for any such costs and expenses.

12. DEFAULT:

a. Lessee shall be in default under the terms of this Lease if he/she/it shall fail to comply with any provision hereunder, and such failure continues for a period of sixty (60) days after Lessor has provided notice of such default, in writing. Such notice, on the part of Lessor, shall provide Lessee with a description of the default, the actions necessary to remedy the default, and shall allow the Lessee sixty (60) days within which to correct the default.

b. Except for a default by Lessee regarding the payment of rent under Section 5, or reimbursement of taxes and assessments under Section 8, Lessor shall have the right, upon the expiration of sixty (60) days following delivery of the notice set forth above, to either proceed to remedy the default itself and to assess the cost of such action against the Lessee, or bring an injunctive action, requesting a court of competent jurisdiction to order the Lessee to correct the default. In the event Lessor takes action, it shall be entitled to recover its actual costs, including reasonable attorney fees, plus an administrative fee of five percent of those costs. The administrative fee shall not exceed \$500.00. The costs and administrative fee imposed by the Lessor shall be billed to the Lessee and if not paid within thirty (30) days of such billing, Lessor shall be entitled to file notice of such costs with the Morris County Register of Deeds and such shall become a lien on the Leased Premises. If Lessor elects to bring an injunctive action to enforce the provisions hereunder, the prevailing party shall be entitled to recover their costs, including reasonable attorney fees.

c. If Lessee is in default for failure to pay rent, or other fees, pursuant to Section 5, or reimbursement of taxes and assessments under Section 8, upon expiration of sixty (60) days following delivery of the notice set forth above, Lessor shall be entitled to bring an action in a court of competent jurisdiction to recover such amounts and to also foreclose its first and prior lien on the Leased Premises, and shall be entitled to recover its costs, including reasonable attorney fees.

13. QUIET ENJOYMENT/LESSORS RIGHT OF ENTRY: Lessor covenants that Lessor is seized of the Leased Premises, in fee simple, and has full right to make and enter into this Lease and that Lessee shall have quiet and peaceable possession of the leased premises and improvements during the term of this Lease. Lessee shall permit Lessor and the agents and employees of Lessor to enter upon the unimproved portion of the leased premises at any time. Lessor and the agents and employees of the

Lessor may enter improvements at all reasonable times, with prior reasonable notice to the Lessee, for the purpose of inspecting the leased premises and improvements, inspecting for compliance with this Lease and any ordinances, or for the purpose of posting any notices.

14. SPECIAL OBLIGATIONS OF THE CITY:

a. The city shall maintain all main roads within the Council Grove City Lake subdivision in order to provide the Leased Premises with access to public right-of-ways, consistent with the policy used within the City limits.

b. The City agrees to work with CGCLA and any leaseholders to establish an Advisory Committee to the City Council on matters pertaining to the City Lake Park.

c. The City shall maintain the Park, including the lake, and its supporting infrastructure, in compliance with all applicable statutes, laws, rules and regulations. However nothing herein shall require the maintenance of the infrastructure which would be contrary to the best interest of the City.

d. The Lake is the primary water source for the City and the City shall have the right to impose such ordinances, rules and regulations as it deems necessary to protect the water supply.

e. The City agrees to compile and make public a semi-annual accounting of all revenues generated by, and expenses incurred for, the Council Grove City Lake Park. After the first year, the City further agrees to set aside and reserve 10% of the lease rent fee to be placed in a special Capital Improvement Fund to help finance improvements at the Council Grove City Lake Park that provide benefit to the Lessees and public access facilities. A committee, including representatives of CGCLA, shall be established for the purpose of reviewing and recommending expenditures from this fund. The City Council shall thereafter reasonably and in good faith determine the amount and purpose of expenditure from the fund, but shall not be bound to follow the committee's recommendations.

f. Notice of any new ordinances enacted by the Lessor applicable to the Council Grove City Lake Park shall be sent, at the end of each calendar year to the Lessee.

15. SPECIAL OBLIGATIONS OF THE LESSEE:

a. Lessee shall not do, or permit, anything upon the leased premises that will jeopardize the water supply of the City.

b. This Lease does not, and is not intended to, contain all matters regarding the Lake Park and each leasehold. Lessee shall obtain, read and comply with all applicable laws, statutes, ordinances, rules and regulations regarding the use of the Leased Premises.

c. Lessee shall not use the premises so as to constitute a nuisance.

d. Lessee shall be responsible for removal of garbage, rubbish, other waste and waste disposal from the Leased Premises, at Lessee's expense.

e. Chemicals may only be used on leased premises with a Chemical Permit as set forth by city ordinance.

f. On all cabins, homes, residences or dwellings located upon the lease site, there shall be displayed, clearly visible to the public, both the section number and lot number. The letters shall be at least three (3) inches in size.

g. Nothing in this Lease shall be deemed to lease any tenant any surface water nor does it permit any Tenant to pump water out of the lake for any use without the approval of the City Council.

h. Lessee may not make any new roads or ways of access to any leasehold in, upon or across the Lake Park or any part thereof.

i. Before any building or improvement is placed upon the leasehold, the Lessee shall submit to the Lessor an application in writing setting forth a description of the outside dimensions of the building or improvement, the material to be used, the type of construction, and whether the same is new material or used material and such other information as may be requested by the Lessor.

16. EMINENT DOMAIN: In the event all, or any significant portion, of the Leased Premises is taken by an entity, using the entity's power of eminent domain, this Lease shall terminate. In such event, the parties hereto shall each be entitled to make claim against the condemning authority for the amount of any damages they have sustained as a result of such taking.

17. VOLUNTARY SURRENDER: Lessee, at any time during the term of this Lease, as long as Lessee is not in default of any provision hereunder, may voluntarily surrender its rights hereunder to Lessor, and upon doing so this Lease shall terminate, and both parties shall be released from the terms hereof. In order to voluntarily surrender its rights, Lessee shall notify Lessor of its intention to do so, in writing, and shall also file such notice with the Morris County Register of Deeds. Lessor shall have 60 days, from the date the notice is filed with the Register of Deeds, within which to either deny or accept such voluntary surrender, or to notify Lessee of any existing defaults that must be corrected by Lessee before such is acceptable. If Lessor fails to notify Lessee of any such defaults within such time, Lessor shall have been deemed to accept the voluntary surrender on the date the notice was filed with the Register of Deeds. If Lessor notifies Lessee of defaults to be corrected, such notice shall also be filed with the Register of Deeds. In the event Lessor notifies Lessee of defaults to be corrected, this Lease shall not terminate until such defaults are corrected and both parties have filed a consent to terminate the Lease with the Register of Deeds.

18. RIGHT OF FIRST REFUSAL: If at any time during the term of this Lease, Lessor shall receive from any third party a bona fide offer to purchase an individual leasehold the property to which this Lease is subject at a price and on terms acceptable to Lessor, Lessor shall give written notice of the price and terms to Lessee, and Lessee shall have thirty (30) days thereafter in which to execute a written agreement with Lessor for the purchase of such property at that price and on those terms. If Lessor shall so notify Lessee and Lessee shall fail to execute such agreement within the 30 day period, Lessor shall thereafter be free to sell the Property to the third party making the offer on the same terms and conditions set forth in the offer, subject to the terms of this Lease. Nothing herein shall be construed to require a right of first refusal if the Lake real estate is being sold in its entirety.

19. **REGISTER OF DEEDS:** As soon as practical after the execution of this Lease, the parties shall cooperate in its filing with the Morris County Register of Deeds. Lessee shall be responsible for all costs associated with such filing.

20. **NOTICES:** Any notices given by the Lessor to the Lessee will be given to the Primary Leaseholder designated herein at the address to which such Primary Leaseholder authorizes notice until such time, if any, the Primary Leaseholder authorizes a change in such by notice in writing. Any notices to the Lessor shall be given to the City Clerk at the Office of the City clerk of the City of Council Grove, Kansas. Notices or other communication pursuant to this lease shall be given by first class mail, postage prepaid, to:

the City: City of Council Grove
Attn: City Clerk
P.O. Box 313
Council Grove, KS 66846

Primary Lessee: Carl Barry Cross Rev. Trust dated 3-17-01

Carl Barry Cross, Trustee
9456 E Lakewood Circle
Wichita, KS 67206

21. **GENERAL TERMS:**

a. **NO WAIVER:** The waiver of either party, or the failure to take action by that party, with the respect to any breach of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant or condition or subsequent breach of the same, or any other term, covenant or condition contained in this Lease, nor will it bar enforcement of any term.

b. **BINDING:** The provisions of this Lease shall be binding upon and shall inure to the benefit of the parties, their heirs, executors, administrators, successors and assigns.

c. **TIME OF ESSENCE:** Time is of the essence of this Lease and of each and every covenant, term, condition and provision of this Lease.

d. **PARAGRAPH HEADINGS:** Paragraph headings are for convenience only and are not to be used in construing this agreement.

e. **GOVERNING LAW:** This Lease is entered into, and shall be governed by, the laws of the State of Kansas.

f. **ENTIRE AGREEMENT:** This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease. Any prior written leases, whether oral or written, between the parties hereto, regarding the Leased Premises are hereby deemed to be null and void.

g. MODIFICATION: Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in writing signed by each party or an authorized representative of each party. This provision shall not apply to modifications of this Lease pursuant to paragraph 3 hereof.

IN WITNESS WHEREOF, the parties have set their hands the date set forth above.

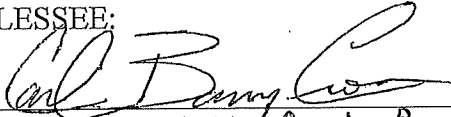
CITY OF COUNCIL GROVE, KANSAS

By:
Mayor _____

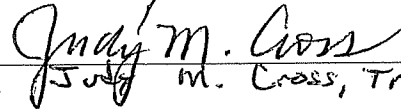
ATTEST:

City Clerk

LESSEE:



Primary Leaseholder Carl Barry Cross, Trustee



Lessee Judy M. Cross, Trustee

Lessee

Address to which Primary Leaseholder authorizes Notices:

9456 E. Lakefront Cir
Wichita, KS 67206

The 911 Mailing address for this Leasehold address is as follows:

196 Breezy Shores Circle
Council Grove, KS. 66846

CITY CODE 2019

12-655. Lake lot lease transfer.

(a) PURPOSE. The purpose of this section is to set forth the requirements necessary to have a lake lot lease transfer placed on the agenda for a City Council meeting and to establish minimum requirements to have a lake lot lease transfer approved by the governing body of the City of Council Grove, Kansas.

(b) MINIMUM REQUIREMENTS FOR BEING PLACED ON CITY COUNCIL AGENDA. The following are requirements to be met before any lake lot lease transfer is placed on the agenda for a City Council meeting, and all such requirements must be met.

- (1) Completed cabin lake transfer application.
- (2) Payment of \$500.00 transfer fee and all applicable registration fees.
- (3) Septic system must be inspected by City Building Inspector.
- (4) Any septic system corrections must be completed and then approved by the Building Inspector.
- (5) The lease fee for current year must be paid in full.
- (6) Transferees must sign a lake lot lease agreement with the City of Council Grove.
- (7) A notarized Bill of Sale must be included with application for transfer.
- (8) The leasehold must pass an on-site inspection of all structures, to verify compliance with the lease and all applicable City ordinances.
- (9) The leasehold and leaseholders must be in compliance with all applicable City ordinances and all terms and conditions of the lease agreement.

(c) MINIMUM REQUIREMENTS WHICH MUST BE MET IN ORDER TO HAVE THE LAKE LOT LEASE APPROVED AT A CITY COUNCIL MEETING ARE AS FOLLOWS:

- (1) Completed cabin lake transfer application.
- (2) Payment of \$500.00 transfer fee and all applicable registration fees.
- (3) Septic system must be inspected by City Building Inspector.
- (4) Any septic system corrections must be completed and then approved by the Building Inspector.
- (5) The lease fee for current year must be paid in full.

INVOICE
CITY OF COUNCIL GROVE
205 N. UNION ST
P.O. BOX 313
COUNCIL GROVE, KS. 66846

Description	:	Amount
Transfer Fee	:	\$500.00
Filing Fee	:	\$228.00
	:	
	:	
	:	
	:	
	:	
	:	
	:	
	:	
	:	
	:	
TOTAL COST		\$728.00



Date: 6/9/2023

Site Number: C-41

City Lake Transfer Inspections

1. No environmental code violations inside or outside, including city commons (See City Code Chapter, 8 Article 2) **Good** Bad
2. Count bedrooms with closets and without closets. **Good** Bad 1 bedroom
3. No missing cover plates in the cabin or in the accessory structures. **Good** Bad
4. Inspect septic tank for broken parts, cracks, leaks, tree roots. **Good** Bad
5. Inspect septic lift pump tank for broken parts, cracks, leaks, tree roots, and make sure lift pump works. **Good** Bad Not Required
6. Inspect the well head and make sure it is not damaged and that it is sealed. **Good** Bad
7. Cabin site/lot number must be visible from the road and the lake. This number must be on the well head and the septic tank lids. **Good** Bad
8. Must verify that no lot pins are missing. (The new cabin owner will be responsible for replacing the pins if they come up missing.) **Good** Bad
9. Lateral field must be marked and mowed. **Good** Bad
10. Dock must be on the lot with a 5' set back from the lot lines. **Good** Bad
11. Dock electrical must be up to date and have a permit on file verifying that it was Inspected. **Good** Bad
12. No plumbing in the accessory structures unless a permit for the plumbing is on file. **Good** Bad
13. No submersible pumps in the lake. **Good** Bad
14. No sand beaches. **Good** Bad

Comments:

Dan Drube

City Inspector



SEPTIC SYSTEM INSPECTION RESULTS

Section: C Site: C-41 Date: 6/9/2023

Address: 196 BREEZY SHORES CIRCLE

Septic System Type: Anaerobic: (X)

Aerobic (ATU/AWTDS): ()

Septic Tank Capacity: 1000 GALLON

Septic Tank Material: Concrete: (X) Steel: ()

Lift Pump: Yes: (X) No: ()

Pumped By: RODNEY WHITAKER Date: 6/9//2023

Inspected By: DAN DRUBE Date: 6/9/2023

Inspected By: _____ Date: _____

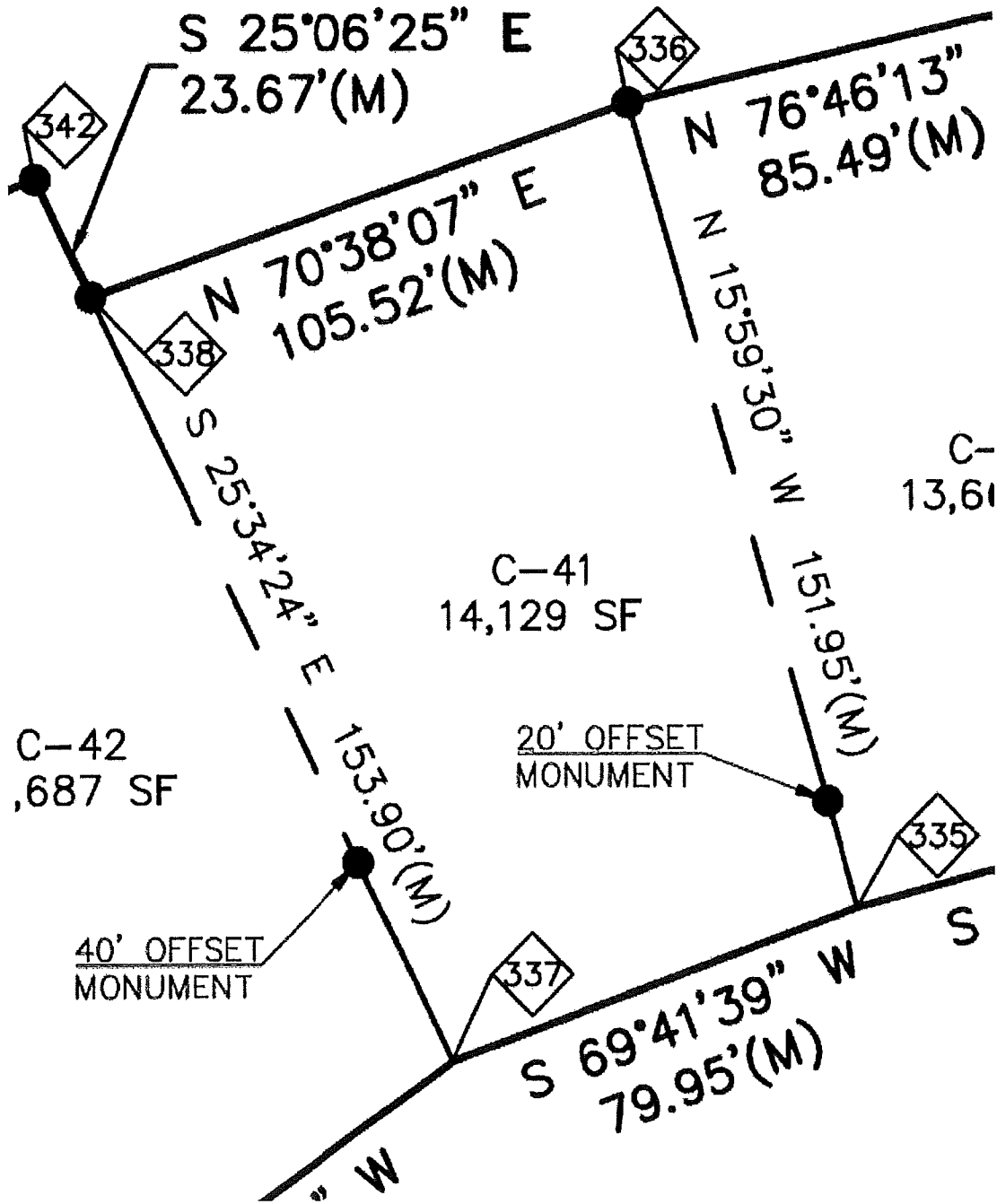
Septic System Approved: Yes: (X) No: ()

Comments:

Sincerely,

Dan Drube
City Inspector

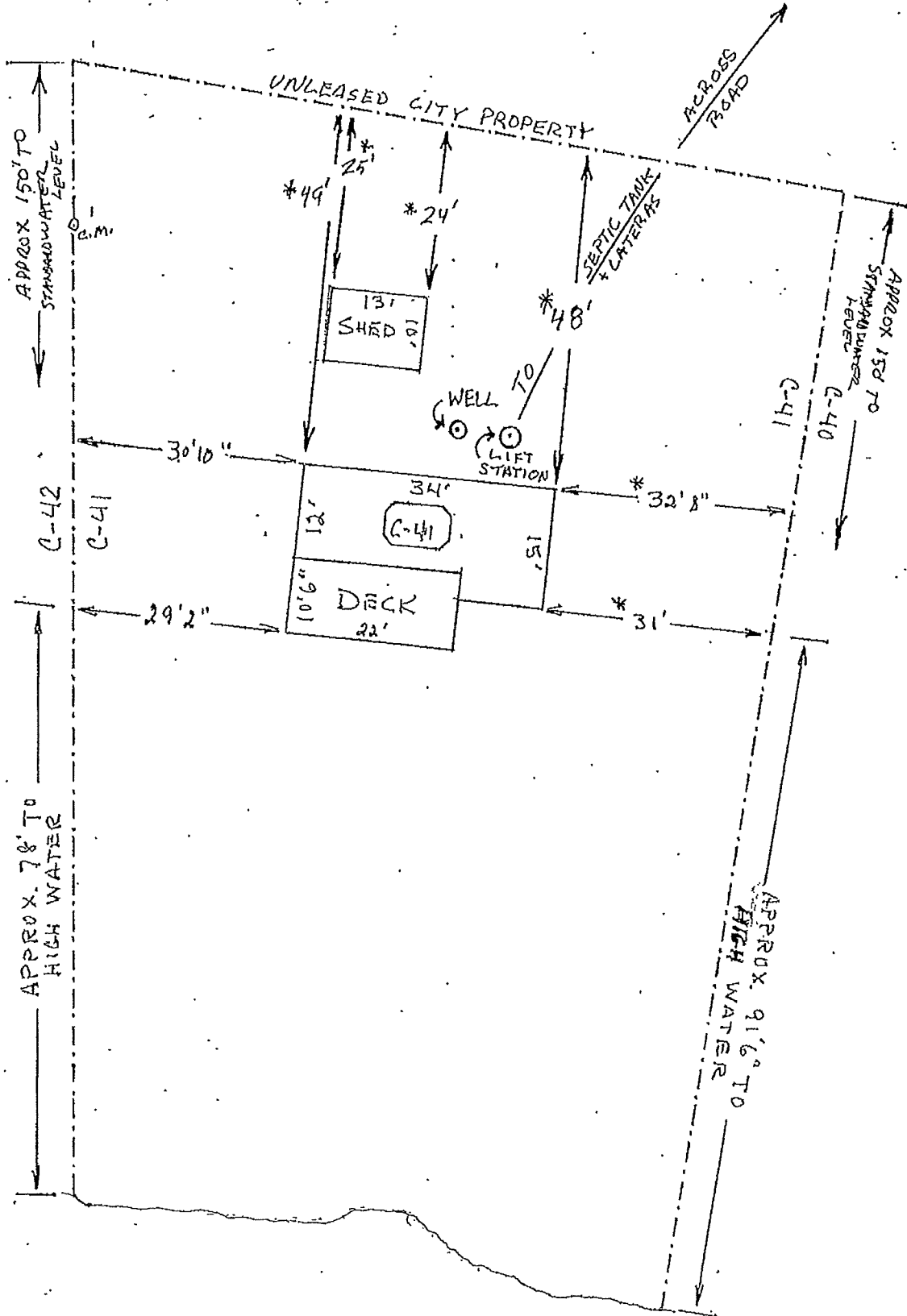
ROAD ACCESS SIDE



LAKE ACCESS SIDE

C-41

1 IN. = 20 FT
DO NOT SCALE
DRAWING



* - APPROXIMATE BECAUSE OF TREE LINE

Application for Cabin Site Transfer

COUNCIL GROVE CITY LAKE

Site Number: C-53 Date: June 14, 20 23

Name of Transferee: Wampler Living Trust dated
July 3, 2015

Address: 17408 Penrose Lane

City: Lenexa State KS Zip Code 66219

Telephone Number: 913-707-6955

Name of Transferor: Brian D & Leigh A. Griffis

OFFICE USE ONLY BELOW THIS LINE

Septic tank checked: 6-9-2023

The above application is approved:

this 15th day of June, 20 23

Signed Dan R. [Signature]

Building Inspector


BILL OF SALE

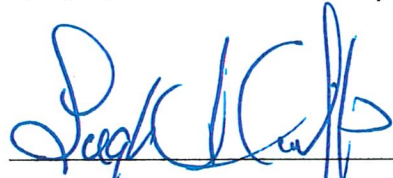
KNOW ALL PERSONS BY THESE PRESENTS, I/we the undersigned Grantor(s), in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations do, at the time of closing of the contract between the two parties, I/we do GRANT, SELL, TRANSFER AND DELIVER unto Bryan W. E. Wampler and Jennifer J. E. Wampler, Co-Trustees, of the Wampler Living Trust, Dated July 3, 2015 and/or his/her heirs, executors, administrators, and assigns, hereinafter referred to as Grantee(s), the following existing goods and chattels, to wit:

Lake home and related improvements located in Final Plat, Council Grove Lake Park, Section C , Lot C - 53 , to Morris County, Kansas, 66846, including but not limited to: Water well & well equipment, septic system, all buildings, garage, storage building, lake home and dock. and contents thereof, as well as the assignment of all of the grantors' rights under a Lease Agreement with the City of Council Grove.

TO HAVE AND TO HOLD, all and singular, the said goods and chattels forever; And the said grantor hereby covenants with said grantee(s) that he/she/they are the lawful owner(s) of said goods and chattels; that they are free from all liens and encumbrances; that he/she/they have good right to sell the same as aforesaid, and that he/she/they will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said grantor(s) have hereunto set their hands this 14th day of June , 2023 .





STATE OF Kansas , Morris

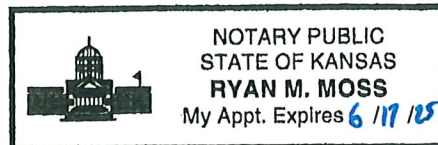
COUNTY, ss.


BE IT REMEMBERED, That on this 14th day of June , 2023 , before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Brian D Griffis and Leigh A Griffis who are/is personally known to me to be the same person(s) who executed the foregoing bill of sale, and such person(s) duly acknowledged the execution of the same.

IN TESTIMONY THEROF, I have hereunto set my hand and affixed my notary seal on the day and year last above written.



www.CGLakeside.net





Notary Public

Please immediately fill in date, site number, sign and return to City of Council Grove, P.O. Box 313, Council Grove, Kansas 66846, or deliver to City Hall at 205 N Union Street, Council Grove.

GROUND LEASE AGREEMENT
(Modified and Effective October 2, 2018)

This lease pertains to a building on leased ground, pursuant to K.S.A. 79-412.

THIS GROUND LEASE AGREEMENT (the "Lease") made and entered into this 6TH day of JUNE 2023, by and between the City of Council Grove, Kansas, a municipal corporation, hereinafter referred to as the "City" or "Lessor" and Wampler Living Trust, dated July 3, 2015, Bryan W.E. Wampler and Jennifer J.E. Wampler hereinafter referred to as "Lessee". If more than one Lessee is referenced, they shall be deemed to hold their interests hereunder
co-trustees

as joint tenants and not as tenants in common, or

as tenants in common. (check the desired box; only one can apply.)

WHEREAS, the City is the owner of the real estate described within the Final Plat, Council Grove Lake Park, an addition to Morris County, Kansas, also referred to herein as the Council Grove City Lake Park, and;

WHEREAS, the City is also the owner of real estate located in Final Plat, Council Grove Lake Park, Section C, Lot C - 53, to Morris County, Kansas, hereinafter referred to as the "Leased Premises", and,

WHEREAS, the City desires to lease the Leased Premises to Lessee, and Lessee desires to lease the Leased Premises from the City; and,

WHEREAS, the Council Grove City Lake Association (the "CGCLA") is a Kansas not for profit corporation formed for the purpose of representing the interests of the residents of the Council Grove City Lake Park; and,

WHEREAS, the parties hereto recognize the CGCLA as an official representative of the leaseholders at the Council Grove City Lake Park for the purposes set forth herein, provided that the membership includes the majority of all leaseholders.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties here to do agree as follows:

1. **USE OF PREMISES:** The Leased Premises are only to be used for the construction and use of a residential building designed as a single family living unit along with the normal appurtenances associated therewith.

2. **DEMISE:**

a. The City does hereby lease to the Lessee, and Lessee does hereby accept from the City, subject to the

terms and conditions set forth herein, the Leased Premises.

b. The actual boundaries of the Leased Premises have been previously established and are as set forth in Final Plat, Council Lake Park, to Morris County, Kansas, which is of record at the Morris County Register of Deeds office.

c. As a part of the grant of the Leased Premises, if Leased Premises abut the Council Grove City Lake, the Lessee is hereby granted access, to and from the Leased Premises to the Council Grove City Lake.

3. **MODIFICATION OF THIS LEASE:** Other than the term of this lease as set forth in paragraph 4 and modification of rent as set forth in paragraph 5, the City may, if reasonably necessary, with consultation with the CGCLA, modify terms and conditions of the Lease and the Lessee agrees to be bound by any such modification.

4. **TERM:** The term of this Lease shall expire on December 31, 2041, regardless of its commencement date. Provided, however, this Lease, upon its expiration, shall automatically renew for a period of thirty years, and shall continue to renew for successive terms of thirty years perpetually. Notwithstanding the perpetual nature of this Lease, nothing herein shall be construed as divesting Lessor of legal title to the Leased Premises.

5. **RENT:** The Lessee agrees to pay the City rental for this Lease as follows:

a. For the year 2012, the sum of \$1,000.00; for the year of 2013, the sum of \$1,100.00; and for the year of 2014 the sum of \$1,200.00 per year. Said rental amount has been determined based upon the historical expenses (the "Expenses") incurred by the City, related to the Council Grove City Lake Park, and for matters that directly and specifically benefit the Residential Lots, such as, security, road repair and maintenance, maintenance to common areas, equipment costs, caretaker salary and that portion of general services apportioned to such purposes. It is estimated the recent annual cost of such historical expenses has been approximately \$261,000.00, which has resulted in the established rent. The rent for all subsequent three year periods shall remain at an amount equal to the third year amount of the preceding three year period, unless adjusted as set forth hereinafter.

b. Subject to the provisions of subparagraph (c), in the event there is a significant increase in the Expenses, or if there are other factors that occur which reasonably and in good faith should require an increase in rent, the City may, within reason and good faith, require an adjustment of the rent for the second three year period of the Lease and may also require adjustments to the rent for any three year period thereafter under the same factors and requirements. Prior to implementing any adjustment, the City shall notify Lessee, and also the CGCLA, of its intention to modify the rent, and the proposed new annual rental amount. Such notice shall be delivered, in writing at least 180 days prior to the end of the current three year period of the Lease. Such notice shall include the basis of the proposed increase which shall include:

1. The actual annual itemized Expenses for the period commencing January 1 and ending December 31, every year the Lease is effective.
2. Calculated average of the annual Expenses applicable to such period and a comparison of that average to the average annual Expenses during the period when the current Rent was established.
3. An itemization of all other factors which the City relies upon to justify the modification.

The proposed modified rent shall go into effect on January 1 of the year following the notice. The CGCLA may request to negotiate the proposed amount, provided they do so within sixty (60) days of receipt of the notice, in writing, to the City Clerk. Upon such request the City and CGCLA shall enter into good faith negotiations to establish a fair and equitable annual rental amount by forming a committee of three lake leaseholders, appointed by the CGCLA, three City Council members, appointed by the City Council, one representative from Ward 1, Ward 2, and Ward 3 who are not lake leaseholders, appointed by the City Council and three Council Grove business people who are not lake leaseholders, appointed by the City Council. During such negotiations the factors set forth above shall provide the criteria upon which the Committee shall base its recommendation. The Committee shall recommend a fair and equitable rent to the City Council and the City Council shall thereafter reasonably and in good faith establish a rental amount, however the City Council shall not be bound to follow the committee's recommendation. Written notice of the new Rent shall be provided to Lessee and shall become effective on January 1 of the year following such notice.

c. The City shall only be entitled to modify the Rent, as set forth in subparagraph (b), if, from the commencement of the current three year period until the notification of the modified Rent, the City has:

1. Provided the CGCLA with accurate annual itemizations of both Expenses and Rental Revenue generated by the Residential Lots; and,
2. After the first year, set aside 10% of the Revenue in a special fund designated for use only as capital improvements at the Council Grove City Lake Park. Expenditures from this fund shall be reviewed and recommended by a committee established for such purpose and including representatives from the CGCLA. The City Council shall thereafter reasonably and in good faith determine the amount and purpose of expenditure from the fund, but shall not be bound to follow the Committee's recommendation.
3. Beginning in 2014, 10% of the 10% referred to in Paragraph 5c2 above, shall be set aside by the City for a capital improvement fund to be held as a contingency fund for future major projects mutually agreed upon by the CGCLA Board of Directors and the City Council.

d. Rental payments shall be made to the Office of the City Clerk of the City. The Lessee has an option to pay one-half of a given year's rent on or before January 15 of that year and the second half on or before July 15 of that year. If at least one-half of the rent is not paid by February 15 of each year then the entire year's rent will be immediately due and payable, plus a late payment penalty in the amount of \$75.00. If the lessee makes timely payment of the first half rent, but does not make the second half payment by July 15, a \$75.00 late payment fee shall be due to Lessor. If Lessee fails to make the rental payments required hereunder, the amount due shall accrue interest at the rate of 5% per annum from and after such date, and may be collected by the City under terms of the default provisions set forth hereinafter. The City shall have a first and prior lien on the Leased Premises for all Rent due hereunder.

6. ENCUMBRANCE AND TRANSFER OF LEASEHOLD INTEREST:

a. Lessee may encumber by mortgage or deed of trust, or other proper instrument, its leasehold interest and estate in the Leased Premises, together with all buildings and improvements on the premises, as security for any indebtedness of Lessee, however such encumbrance shall be subject to the obligations of the Lessee to the City as set forth herein. The execution of any mortgage, or deed of trust, or other instrument, or the foreclosure of any mortgage, or deed of trust, or other instrument, or any sale, either by judicial proceedings or by virtue of any power reserved in a mortgage or deed of trust, or conveyance by Lessee to the holder of the indebtedness, or the exercising of any right, power, or privilege reserved

in any mortgage or deed of trust, shall not be held as a violation of any of the terms or conditions of this Lease, or as an assumption by the holder of the indebtedness personally of the obligations of this Lease.

b. If Lessee shall encumber its leasehold interest in the Leased Premises, the Lessee or the holder of the indebtedness secured by the encumbrance, shall give written notice to the City of the existence of the encumbrance. The notice shall state the name, address and telephone number of the holder of the indebtedness. The holder of the indebtedness may, at its option, at any time before the rights of Lessee shall be terminated as provided in this Lease, pay any of the rents due under this Lease, or pay any taxes and assessments, or do any other act or thing required of Lessee by the terms of this Lease, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions of this Lease to prevent the termination of this Lease. All payments so made and all things so done and performed by the holder shall be as effective to prevent a foreclosure of the rights of Lessee hereunder as the same would have been if done and performed by Lessee.

c. Lessee may sell, transfer, assign, gift, devise by will or other instrument, its interest in this Lease, but only with prior approval of the Lessor. The transferee of any lease must sign a lease with the City and pay a transfer fee prior to approval of the transfer. The transferor must be in full compliance with City requirements before the transfer is approved. In addition, Lessee's interest in this Lease shall pass by the laws of intestate succession and descent and distribution, pursuant to the laws of the state of Kansas.

7. LIENS:

a. Lessee shall keep all and every part of the Leased Premises and all buildings and other improvements at any time located on the premises free and clear of any and all mechanics, material suppliers, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions that Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the premises, or any obligations of any kind incurred by Lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and shall indemnify Lessor and all of the Leased Premises and all buildings and improvements on the Leased Premises from and against any and all such liens and claims of liens and suits, including reasonable attorney fees, or other proceedings pertaining to the premises.

b. Lessor does not consent to any such lien attaching to the Leased Premises. In the event of a breach of this section by Lessee, Lessor shall have the rights and remedies set forth in the section on Default hereinafter.

8. TAXES AND ASSESSMENTS:

a. **IMPROVEMENTS TAXES.** As long as the county assesses taxes against the improvements separately from the real estate, Lessee shall be obligated to pay, when due, all taxes assessed against the improvements placed upon the Leased Premises. Lessee shall hold Lessor harmless from all such taxes. In the event Lessor, as owner of the land, shall receive notice of taxes due on the improvements, Lessor shall promptly notify Lessee of such notice within a time, and in a manner, allowing Lessee to make the payments, when due.

b. **TAXES IMPOSED ONLY UPON THE LAND.** Beginning with the year 2017, with the platting of the lots within the Council Grove City Lake Park, the County is assessing each lot therein separately. However, because the City is the owner of all of said lots, the Valuation Notice, as well as the statement

for taxes due, for all of said lots is provided only to the City. Therefore, the City shall, within ten (10) business days after receipt of the Valuation Notice, the statement for taxes due, or any other communication related to the taxes upon the land, mail a copy of such via first class mail to the Primary Lessee. It shall be the Lessee's responsibility to make sure they obtain the tax statement within a time frame necessary to pay the taxes in a timely manner. It shall be Lessee's obligation to pay all taxes due from the City, and related to the Leased Premises. Lessee shall pay such taxes in one of two methods, depending upon how the County will accept such payments. Under the first method, beginning in 2018 and continuing each year thereafter as long as the County will accept this method, Lessee shall make such payment directly to the County, on or before the due date set forth in the County's statement to the City. Lessee may pay such taxes in the same manner as the City could make such payment, i.e., Lessee may pay one-half of said taxes on, or before, the due date in December, and one-half of said taxes on, or before, the due date in May. If Lessee fails to make any such payment when due, the City may make such payment and recover such amounts, plus penalties, interest and attorney fees from Lessee, pursuant to Section 12 of this Lease. Under the second method, if, and when, the county has indicated that the tax payment must be made by the City the Lessee shall be obligated to pay, in full, to Lessor, within thirty days after the City gives notice of such amount being due, all taxes on the leasehold real estate which are assessed to the Lessor, as set forth on the tax statement, and the Lessor shall use such payment to pay the taxes due on the land within the time frames required. Provided, however, in the event the due date of such taxes is less than thirty days after the City gives notice of such amount, Lessor shall make such payment at least ten (10) days prior to their due date, as long as the City has provided such notice at least fifteen (15) days prior to the due date. If the City fails to provide such notice at least fifteen (15) days prior to the due date, Lessor shall make such payment within five (5) days after receipt of the notice. (The payments made by Lessee, as set forth in the preceding sentence, shall only be made to Lessor. The Lessee shall not make such payments directly to the County.) It shall be the City's obligation to determine how the county will accept the tax payment, and to notify Lessee of which method is applicable if that method has changed from the previous year, at the time the City provides notice of the amount due. Under the first method, Lessee shall have full authority to pay any, or all, of such taxes under protest, and Lessee may do so in the name of the City, to the extent any such taxes are technically the city's responsibility. Under the second method, in the event directed to do so by the Lessee, or their agent(s), the City shall pay such taxes under protest; however, the City shall only be obligated to do so if the Lessee has fulfilled their obligations to make the payment required hereunder. Lessee shall be responsible for any penalties and interest incurred by reason of their failure to pay any taxes when due. Since the Lessee is responsible hereunder for all taxes imposed upon the land, the City hereby authorizes the Lessee, or the Lessee's authorized agent(s), including but not limited to the CGCLA, to appeal the Valuation or classification of their lot, as well as any taxes imposed thereon, on behalf of and in the name of the City, without any further action of the City authorizing such appeal. The Lessee and/or their authorized agent shall have full authority, and responsibility, for filing the appeal and paying all fees and costs associated therewith and shall hold the City harmless from any obligations related thereto. The City shall have no responsibility to pursue any such appeal; however, the City agrees to cooperate, in good faith, with the Lessee, or their authorized agent(s), in their pursuit of any such appeal. The rights to appeal granted herein shall include the right to pursue such appeal throughout the statutory process, including any judicial review.

c. In the unlikely event the taxing authority does not itemize taxes by leasehold, and the Lessor only receives a tax bill for the total amount due at the Lake Park, such taxes shall be distributed 1/350 to each of the 350 leasehold lots.

d. Any assessments made by the county or other taxing authority, made by reason of the use of the premises by Lessee shall be reimbursed by Lessee within thirty (30) days after the City gives notice of such amount being due.

e. In the event the CGCLA pursues an appeal pursuant to the authority granted herein, CGCLA agrees to indemnify, and hold harmless, the Lessor from any claims of leaseholders arising from such appeal, except to the extent such claims arise from the actions or omissions of the Lessor.

9. **NO MANAGEMENT AUTHORITY:** No Lessee may individually, nor acting on behalf of any organization or entity, at any time represent that they have authority over the management or maintenance of the Council Grove City Lake Park.

10. **CONSTRUCTION REPAIR AND MAINTENANCE:**

a. All construction, repair and maintenance of any improvement upon the Leased Premises shall comply with the duly adopted Building Codes of the City, in effect at the time of such construction, repair and maintenance, the same as though the Leased Premises were located within the corporate limits of the City. Lessee shall be required to obtain any permit, and pay any fee, associated with such construction, repair and maintenance as though the Leased Premises were located within the corporate limits of the City.

b. Lessee shall, throughout the term of this Lease, at its own cost, and without any expense to Lessor, keep and maintain the premises, including all buildings and improvements of every kind that may be a part of the Leased Premises, and all appurtenances to the Leased Premises, in good, sanitary, and neat order, condition and repair, and except as specifically provided in this Lease, restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatsoever.

c. The damage, destruction, or partial destruction of any building or other improvement that is a part of the Leased Premises shall not release Lessee from any obligation under this Lease, except as expressly provided below. In case of damage to or destruction of any such building or improvement, Lessee shall at its own expense promptly repair and restore it to a condition as good or better than that which existed prior to the damage or destruction or remove such building or improvement & restore property to a clean condition.

d. In spite of anything to the contrary in the immediately preceding paragraphs of this section, in case of damage or destruction to improvements on the Leased Premises, to an extent that they are no longer useable by Lessee, Lessee may elect to terminate this Lease by written notice to Lessor; however, such termination shall not be effective until Lessee shall have either removed all of the improvements from the Leased Premises, and restored the property to a clean, sanitary and safe condition, or if Lessor at its sole discretion has waived in writing such action by Lessee.

e. The Lessor does not contemplate black-topping or hard-surfacing any of the roads at the Council Grove City Lake Park, however in the event that seventy-five percent (75%) or more of the leaseholders in any particular section should petition for hard-surfacing of roads serving that section, the Lessor shall have the right to make a special assessment against the leaseholders receiving the benefit of such improvements. Such assessment shall be on a "per lot" basis, or any other means the Lessor deems appropriate and payment of that special assessment is in addition to any other obligations herein.

f. The Lessor does not contemplate making any improvements for a sewage disposal system in the Council Grove Lake Park, however in the event that seventy-five percent (75%) or more of the leaseholders in any particular section should petition the Lessor for such a sewage disposal system, then the Lessor shall have the right to make a special assessment upon the leaseholders for payment for any and all costs and expenses for such system. Such special assessments shall be based upon a "per lot" basis or any other manner as the Lessor deems appropriate, and shall be in addition to any other obligations set forth herein.

11. UTILITIES: Lessee shall fully and promptly pay all monthly service charges for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the leased premises throughout the term of this Lease, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the leased premises and all activities conducted on the Leased Premises, and Lessor shall have no responsibility of any kind for any such costs and expenses.

12. DEFAULT:

a. Lessee shall be in default under the terms of this Lease if he/she/it shall fail to comply with any provision hereunder, and such failure continues for a period of sixty (60) days after Lessor has provided notice of such default, in writing. Such notice, on the part of Lessor, shall provide Lessee with a description of the default, the actions necessary to remedy the default, and shall allow the Lessee sixty (60) days within which to correct the default.

b. Except for a default by Lessee regarding the payment of rent under Section 5, or reimbursement of taxes and assessments under Section 8, Lessor shall have the right, upon the expiration of sixty (60) days following delivery of the notice set forth above, to either proceed to remedy the default itself and to assess the cost of such action against the Lessee, or bring an injunctive action, requesting a court of competent jurisdiction to order the Lessee to correct the default. In the event Lessor takes action, it shall be entitled to recover its actual costs, including reasonable attorney fees, plus an administrative fee of five percent of those costs. The administrative fee shall not exceed \$500.00. The costs and administrative fee imposed by the Lessor shall be billed to the Lessee and if not paid within thirty (30) days of such billing, Lessor shall be entitled to file notice of such costs with the Morris County Register of Deeds and such shall become a lien on the Leased Premises. If Lessor elects to bring an injunctive action to enforce the provisions hereunder, the prevailing party shall be entitled to recover their costs, including reasonable attorney fees.

c. If Lessee is in default for failure to pay rent, or other fees, pursuant to Section 5, or reimbursement of taxes and assessments under Section 8, upon expiration of sixty (60) days following delivery of the notice set forth above, Lessor shall be entitled to bring an action in a court of competent jurisdiction to recover such amounts and to also foreclose its first and prior lien on the Leased Premises, and shall be entitled to recover its costs, including reasonable attorney fees.

13. QUIET ENJOYMENT/LESSORS RIGHT OF ENTRY: Lessor covenants that Lessor is seized of the Leased Premises, in fee simple, and has full right to make and enter into this Lease and that Lessee shall have quiet and peaceable possession of the leased premises and improvements during the term of this Lease. Lessee shall permit Lessor and the agents and employees of Lessor to enter upon the unimproved portion of the leased premises at any time. Lessor and the agents and employees of the

Lessor may enter improvements at all reasonable times, with prior reasonable notice to the Lessee, for the purpose of inspecting the leased premises and improvements, inspecting for compliance with this Lease and any ordinances, or for the purpose of posting any notices.

14. SPECIAL OBLIGATIONS OF THE CITY:

- a. The city shall maintain all main roads within the Council Grove City Lake subdivision in order to provide the Leased Premises with access to public right-of-ways, consistent with the policy used within the City limits.
- b. The City agrees to work with CGCLA and any leaseholders to establish an Advisory Committee to the City Council on matters pertaining to the City Lake Park.
- c. The City shall maintain the Park, including the lake, and its supporting infrastructure, in compliance with all applicable statues, laws, rules and regulations. However nothing herein shall require the maintenance of the infrastructure which would be contrary to the best interest of the City.
- d. The Lake is the primary water source for the City and the City shall have the right to impose such ordinances, rules and regulations as it deems necessary to protect the water supply.
- e. The City agrees to compile and make public a semi-annual accounting of all revenues generated by, and expenses incurred for, the Council Grove City Lake Park. After the first year, the City further agrees to set aside and reserve 10% of the lease rent fee to be placed in a special Capital Improvement Fund to help finance improvements at the Council Grove City Lake Park that provide benefit to the Lessees and public access facilities. A committee, including representatives of CGCLA, shall be established for the purpose of reviewing and recommending expenditures from this fund. The City Council shall thereafter reasonably and in good faith determine the amount and purpose of expenditure from the fund, but shall not be bound to follow the committee's recommendations.
- f. Notice of any new ordinances enacted by the Lessor applicable to the Council Grove City Lake Park shall be sent, at the end of each calendar year to the Lessee.

15. SPECIAL OBLIGATIONS OF THE LESSEE:

- a. Lessee shall not do, or permit, anything upon the leased premises that will jeopardize the water supply of the City.
- b. This Lease does not, and is not intended to, contain all matters regarding the Lake Park and each leasehold. Lessee shall obtain, read and comply with all applicable laws, statues, ordinances, rules and regulations regarding the use of the Leased Premises.
- c. Lessee shall not use the premises so as to constitute a nuisance.
- d. Lessee shall be responsible for removal of garbage, rubbish, other waste and waste disposal from the Leased Premises, at Lessee's expense.
- e. Chemicals may only be used on leased premises with a Chemical Permit as set forth by city ordinance.

f. On all cabins, homes, residences or dwellings located upon the lease site, there shall be displayed, clearly visible to the public, both the section number and lot number. The letters shall be at least three (3) inches in size.

g. Nothing in this Lease shall be deemed to lease any tenant any surface water nor does it permit any Tenant to pump water out of the lake for any use without the approval of the City Council.

h. Lessee may not make any new roads or ways of access to any leasehold in, upon or across the Lake Park or any part thereof.

i. Before any building or improvement is placed upon the leasehold, the Lessee shall submit to the Lessor an application in writing setting forth a description of the outside dimensions of the building or improvement, the material to be used, the type of construction, and whether the same is new material or used material and such other information as may be requested by the Lessor.

16. EMINENT DOMAIN: In the event all, or any significant portion, of the Leased Premises is taken by an entity, using the entity's power of eminent domain, this Lease shall terminate. In such event, the parties hereto shall each be entitled to make claim against the condemning authority for the amount of any damages they have sustained as a result of such taking.

17. VOLUNTARY SURRENDER: Lessee, at any time during the term of this Lease, as long as Lessee is not in default of any provision hereunder, may voluntarily surrender its rights hereunder to Lessor, and upon doing so this Lease shall terminate, and both parties shall be released from the terms hereof. In order to voluntarily surrender its rights, Lessee shall notify Lessor of its intention to do so, in writing, and shall also file such notice with the Morris County Register of Deeds. Lessor shall have 60 days, from the date the notice is filed with the Register of Deeds, within which to either deny or accept such voluntary surrender, or to notify Lessee of any existing defaults that must be corrected by Lessee before such is acceptable. If Lessor fails to notify Lessee of any such defaults within such time, Lessor shall have been deemed to accept the voluntary surrender on the date the notice was filed with the Register of Deeds. If Lessor notifies Lessee of defaults to be corrected, such notice shall also be filed with the Register of Deeds. In the event Lessor notifies Lessee of defaults to be corrected, this Lease shall not terminate until such defaults are corrected and both parties have filed a consent to terminate the Lease with the Register of Deeds.

18. RIGHT OF FIRST REFUSAL: If at any time during the term of this Lease, Lessor shall receive from any third party a bona fide offer to purchase an individual leasehold the property to which this Lease is subject at a price and on terms acceptable to Lessor, Lessor shall give written notice of the price and terms to Lessee, and Lessee shall have thirty (30) days thereafter in which to execute a written agreement with Lessor for the purchase of such property at that price and on those terms. If Lessor shall so notify Lessee and Lessee shall fail to execute such agreement within the 30 day period, Lessor shall thereafter be free to sell the Property to the third party making the offer on the same terms and conditions set forth in the offer, subject to the terms of this Lease. Nothing herein shall be construed to require a right of first refusal if the Lake real estate is being sold in its entirety.

19. **REGISTER OF DEEDS:** As soon as practical after the execution of this Lease, the parties shall cooperate in its filing with the Morris County Register of Deeds. Lessee shall be responsible for all costs associated with such filing.

20. **NOTICES:** Any notices given by the Lessor to the Lessee will be given to the Primary Leaseholder designated herein at the address to which such Primary Leaseholder authorizes notice until such time, if any, the Primary Leaseholder authorizes a change in such by notice in writing. Any notices to the Lessor shall be given to the City Clerk at the Office of the City clerk of the City of Council Grove, Kansas. Notices or other communication pursuant to this lease shall be given by first class mail, postage prepaid, to:

the City: City of Council Grove
Attn: City Clerk
P.O. Box 313
Council Grove, KS 66846

Primary Lessee:

Bryan W. E. Wampler
Jennifer J. E. Wampler
913-707-6955

21. **GENERAL TERMS:**

a. **NO WAIVER:** The waiver of either party, or the failure to take action by that party, with the respect to any breach of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant or condition or subsequent breach of the same, or any other term, covenant or condition contained in this Lease, nor will it bar enforcement of any term.

b. **BINDING:** The provisions of this Lease shall be binding upon and shall inure to the benefit of the parties, their heirs, executors, administrators, successors and assigns.

c. **TIME OF ESSENCE:** Time is of the essence of this Lease and of each and every covenant, term, condition and provision of this Lease.

d. **PARAGRAPH HEADINGS:** Paragraph headings are for convenience only and are not to be used in construing this agreement.

e. **GOVERNING LAW:** This Lease is entered into, and shall be governed by, the laws of the State of Kansas.

f. **ENTIRE AGREEMENT:** This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease. Any prior written leases, whether oral or written, between the parties hereto, regarding the Leased Premises are hereby deemed to be null and void.

g. MODIFICATION: Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in writing signed by each party or an authorized representative of each party. This provision shall not apply to modifications of this Lease pursuant to paragraph 3 hereof.

IN WITNESS WHEREOF, the parties have set their hands the date set forth above.

CITY OF COUNCIL GROVE, KANSAS

By:
Mayor _____

ATTEST:

City Clerk

LESSEE
x Bryon E. Woych
Primary Leaseholder
Jennifer G. Wampler
Lessee

Lessee

Address to which Primary Leaseholder authorizes Notices:

17408 Penrose Lane
Lenexa, KS 66219

The 911 Mailing address for this Leasehold address is as follows:

240 BREEZY SHORES Cir
Council Grove, KS 66846

CITY CODE 2019

12-655. Lake lot lease transfer.

(a) PURPOSE. The purpose of this section is to set forth the requirements necessary to have a lake lot lease transfer placed on the agenda for a City Council meeting and to establish minimum requirements to have a lake lot lease transfer approved by the governing body of the City of Council Grove, Kansas.

(b) MINIMUM REQUIREMENTS FOR BEING PLACED ON CITY COUNCIL AGENDA. The following are requirements to be met before any lake lot lease transfer is placed on the agenda for a City Council meeting, and all such requirements must be met.

- (1) Completed cabin lake transfer application.
- (2) Payment of \$500.00 transfer fee and all applicable registration fees.
- (3) Septic system must be inspected by City Building Inspector.
- (4) Any septic system corrections must be completed and then approved by the Building Inspector.
- (5) The lease fee for current year must be paid in full.
- (6) Transferees must sign a lake lot lease agreement with the City of Council Grove.
- (7) A notarized Bill of Sale must be included with application for transfer.
- (8) The leasehold must pass an on-site inspection of all structures, to verify compliance with the lease and all applicable City ordinances.
- (9) The leasehold and leaseholders must be in compliance with all applicable City ordinances and all terms and conditions of the lease agreement.

(c) MINIMUM REQUIREMENTS WHICH MUST BE MET IN ORDER TO HAVE THE LAKE LOT LEASE APPROVED AT A CITY COUNCIL MEETING ARE AS FOLLOWS:

- (1) Completed cabin lake transfer application.
- (2) Payment of \$500.00 transfer fee and all applicable registration fees.
- (3) Septic system must be inspected by City Building Inspector.
- (4) Any septic system corrections must be completed and then approved by the Building Inspector.
- (5) The lease fee for current year must be paid in full.

- (6) Transferees must sign a lake lot lease agreement with the City of Council Grove.
- (7) A notarized Bill of Sale must be included with application for transfer.
- (8) The leasehold must pass an on-site inspection of all structures, to verify compliance with the lease and all applicable City ordinances.
- (9) The leasehold and leaseholders must be in compliance with all applicable City ordinances and all terms and conditions of the lease agreement.

Original signatures on all documents above which need to be signed must be in the possession of the city clerk/administrator prior to the transfer being approved. All documents must be on the forms provided by the City.

All transfers are reviewed on a case by case basis. Additional information may be required by the governing body. Should the governing body find cause not to approve any transfer, the governing body shall retain such authority to deny any transfer, even if the foregoing minimum requirements have been met.

(Ord. 1910; Ord. 1970; Ord. 2064; Ord. 2182; Code 2019)



Date: 6/9/2023

Site Number: C-53

City Lake Transfer Inspections

1. No environmental code violations inside or outside, including city commons (See City Code Chapter, 8 Article 2) **Good** Bad
2. Count bedrooms with closets and without closets. **Good** Bad 3 bedroom
3. No missing cover plates in the cabin or in the accessory structures. **Good** Bad
4. Inspect septic tank for broken parts, cracks, leaks, tree roots. **Good** Bad
5. Inspect septic lift pump tank for broken parts, cracks, leaks, tree roots, and make sure lift pump works. **Good** Bad Not Required
6. Inspect the well head and make sure it is not damaged and that it is sealed. **Good** Bad
7. Cabin site/lot number must be visible from the road and the lake. This number must be on the well head and the septic tank lids. **Good** Bad
8. Must verify that no lot pins are missing. (The new cabin owner will be responsible for replacing the pins if they come up missing.) **Good** Bad
9. Lateral field must be marked and mowed. **Good** Bad
10. Dock must be on the lot with a 5' set back from the lot lines. **Good** Bad
11. Dock electrical must be up to date and have a permit on file verifying that it was Inspected. **Good** Bad
12. No plumbing in the accessory structures unless a permit for the plumbing is on file. **Good** Bad
13. No submersible pumps in the lake. **Good** Bad
14. No sand beaches. **Good** Bad

Comments:

Dan Drube

City Inspector



CITY OF COUNCIL GROVE • 205 UNION STREET • PO BOX 313 P60
COUNCIL GROVE, KS 66846 • 620-767-5417 • COUNCILGROVE.COM

SEPTIC SYSTEM INSPECTION RESULTS

Section: C Site: C-53 Date: 6/9/2023

Address: 240 BREEZY SHORES CIRCLE

Septic System Type: Anaerobic: (X)

Aerobic (ATU/AWTDS): ()

Septic Tank Capacity: 500 GALLON

Septic Tank Material: Concrete: (X) Steel: ()

Lift Pump: Yes: (X) No: ()

Pumped By: GLEN SISSON Date: 6/9//2023

Inspected By: DAN DRUBE Date: 6/9/2023

Inspected By: _____ Date: _____

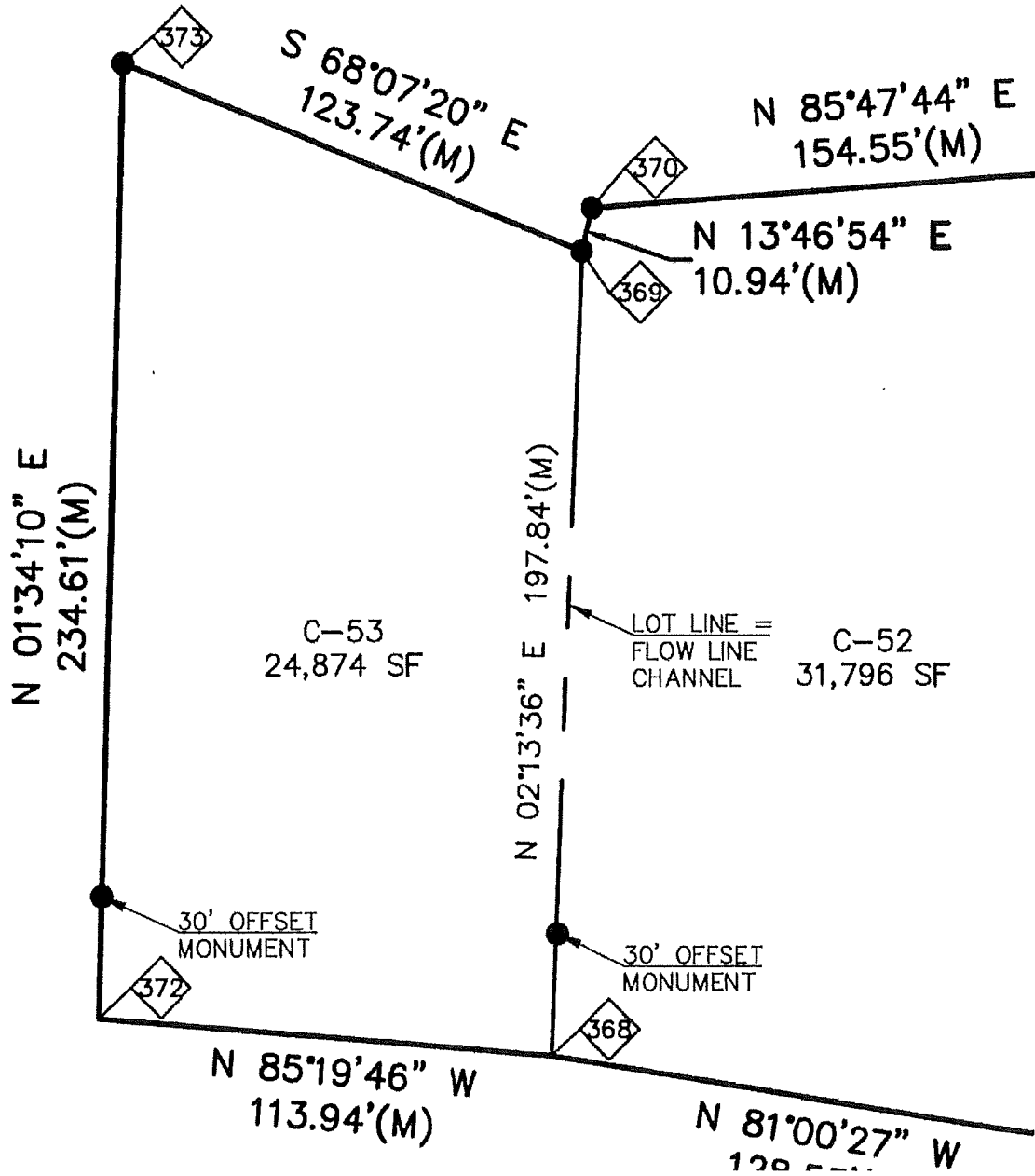
Septic System Approved: Yes: (X) No: ()

Comments:

Sincerely,

Dan Drube
City Inspector

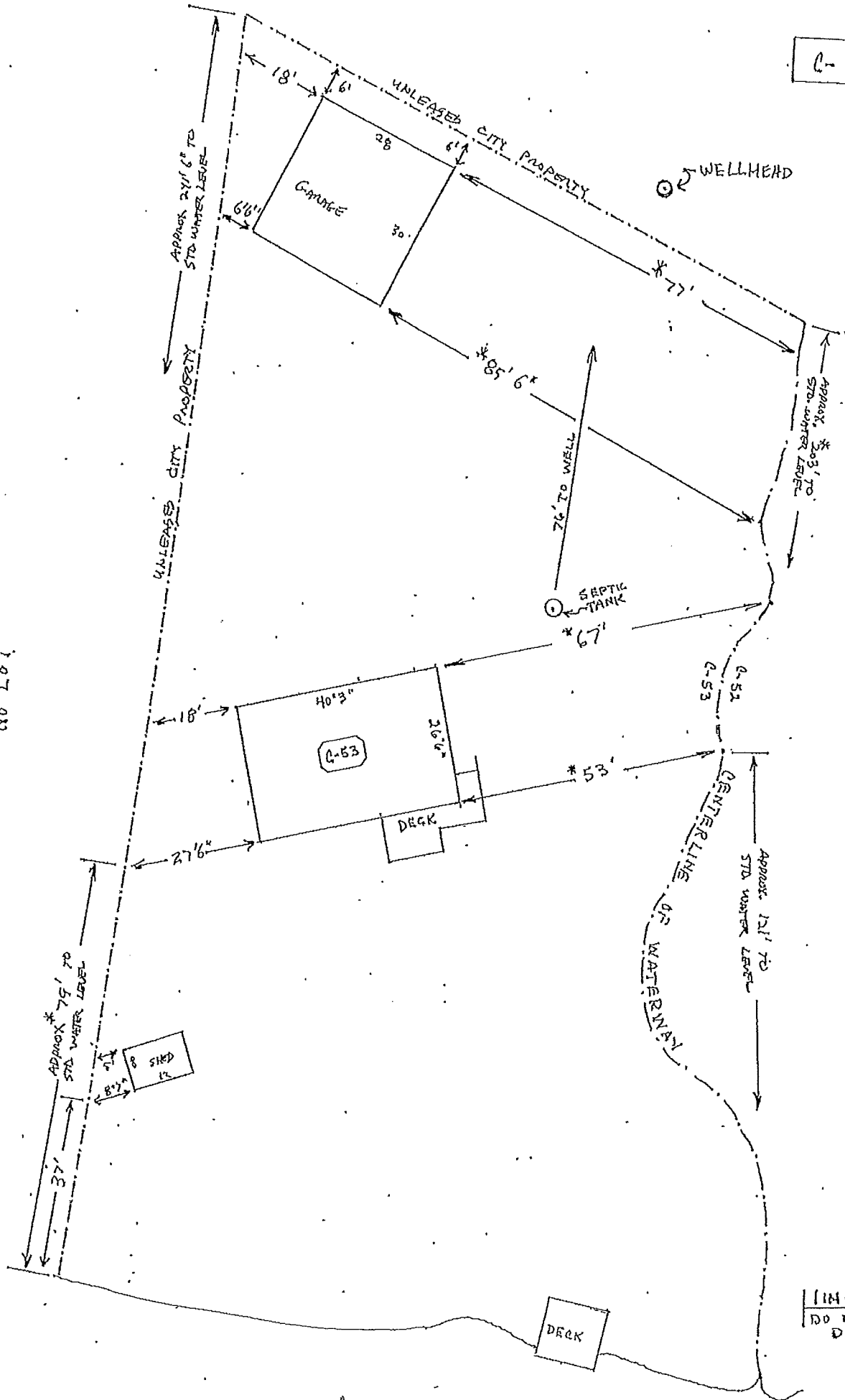
ROAD ACCESS SIDE



LAKE ACCESS SIDE

C-53

CITY PROPERTY - NO LOT

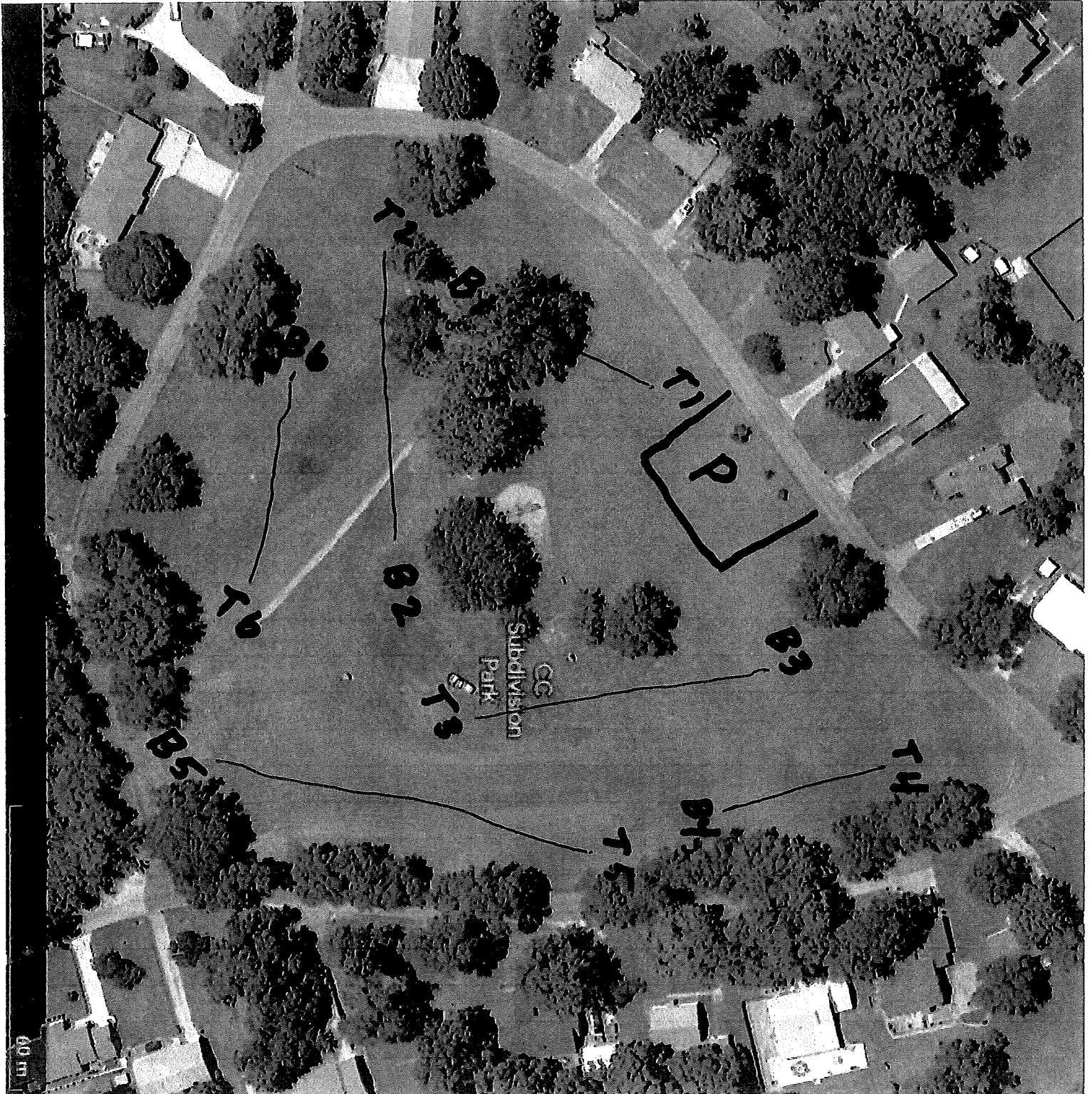


* MEASUREMENT APPROXIMATE BECAUSE OF BRUSH

1/4" = 24 FT. DO NOT SCALE DRAWING

Disc Golf - Becker Park

P63



- T - Natural Grass T-Pad
- B - Baskets
- P - Parking ?



CITY LAKE COMMITTEE

City Council Meeting Recommendation, June 20, 2023

1. **Recommends the Council approve an installation of a water slides.**

Attached is a copy of manufacturer's instruction. Slide will be installed to manufacturer's instructions, and owner will be given a set of safety instructions. Along with area view of location.

Ted & Danell Wilbur
I-14 Cabin 184 High View Point

The installation will not restrict or interfere with the neighboring cabins or access to the area.

LAKE COMMITTEE: Sean Honer
Larry Siegrist

CITY INSPECTOR: Dan Drube

Building Permit Application

City of Council Grove, Kansas

To be completed by Applicant...

Owner
Ted Wilbur

Job Address

184 High Point View

Job Address: I14 CABIN 184 High Point View <i>View Point</i>			
Owner: Ted Wilbur		Phone: 785-341-3219	
Mailing Address : 2938 N. Wild Rose CT.	City: Wichita	State: KS	Zip: 67205
Contractor: Adams Lumber	License No.: 19	Phone: 620-767-5818	
Mailing Address: 203 E. Main	City: Council Grove	State: KKS	Zip: 66846
Use of Building: dock slide		Area (ft ²):	
Class of Work (circle): New <u> Addition </u> Alteration Repair Move Remove			
Describe Work: Installation of a new "Rogue2" series S.R. Smith water slide. (SEE NEXT PAGE FOR NEW STATIONARY LAYOUT AND SLIDE SPECIFICATIONS). Add this slide to deep end of new 8'x32' floating dock addition.			
Valuation of work: \$ 1,200.00			

NOTICE

Separate permits are required for electrical, plumbing, mechanical and building. This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Permit not validated until Permit Fee is paid.

Taylor R. Adams

6/8/23

**Signature of Contractor
or Authorized Agent**

Date

**Signature of Owner
(if owner builder)**

Date

OFFICE USE ONLY

OFFICE USE ONLY

Use Zone:		Code Edition:	
Construction Type:		Occupancy Group:	
Max. Occ. Load		Division:	
No. of Stories:		No. of Dwelling Units:	
No. of Off-Street Parking Spaces		Fire Sprinklers Required:	Yes No

SPECIAL APPROVALS:	REQUIRED: (YES/NO)	RECEIVED: (date)
Zoning Board:		
Health Department:		
Fire Department:		
KS Historical Society:		
KDOT:		
US Army Corps of Engineers		
City Council:		
Other (specify)		

Special Conditions:	
Permit No.:	Approval Date:

PERMIT FEE: \$

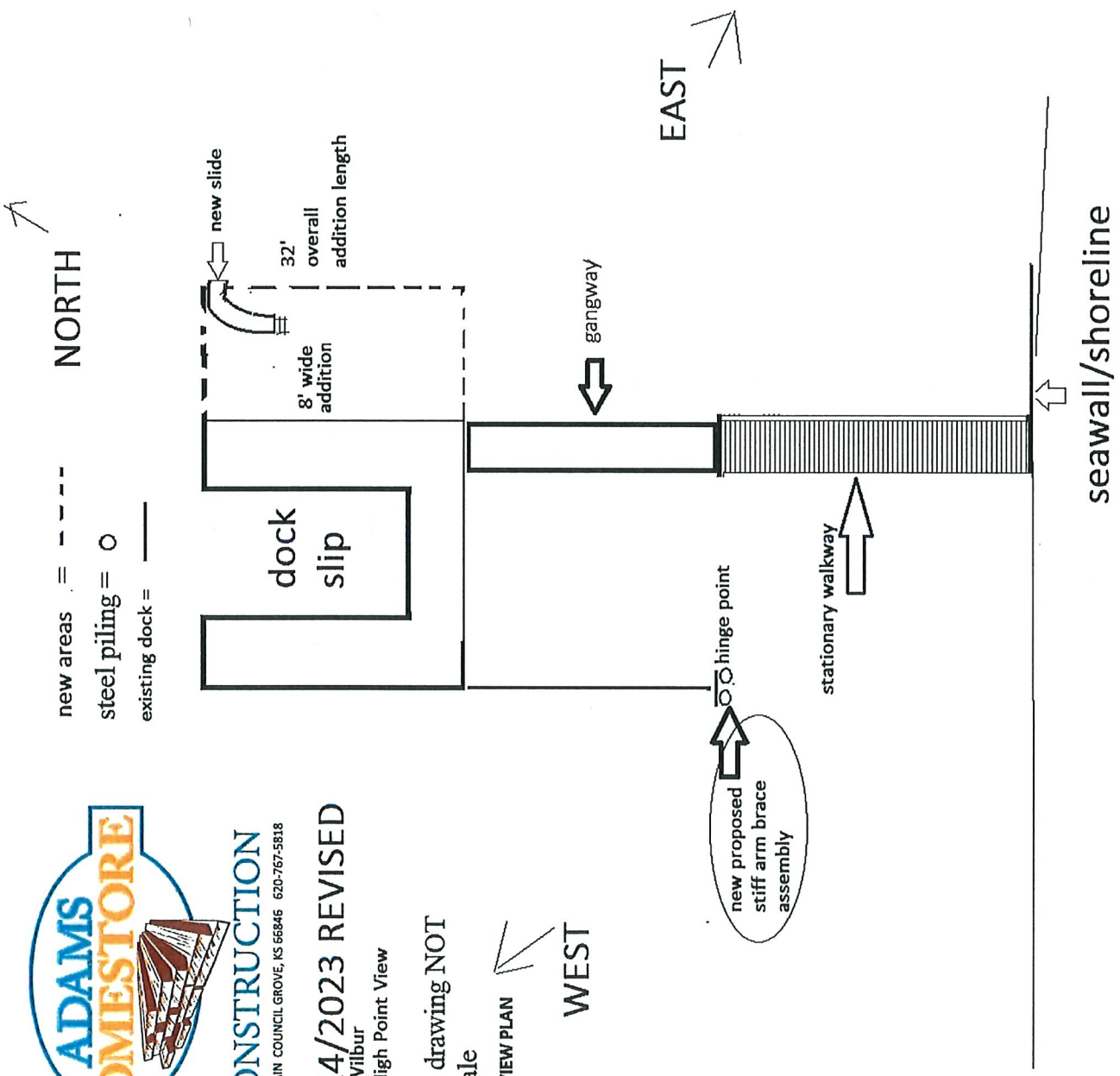


CONSTRUCTION
203 E. MAIN COUNCIL GROVE, KS 66846 620-767-5818

6/14/2023 REVISED
I-14 Wilbur
184 High Point View

note: drawing NOT
to scale

OVERVIEW PLAN
WEST



S.R. Smith™

ROGUE2

SLIDE OWNER'S MANUAL



SRS AUSTRALIA, PTY LTD
 12 Enterprise St
 Richlands QLD 4077
 Australia
 Phone 07 3812 2283 • Fax 07 3812 1187
www.srsmith.com/au

S.R. SMITH, LLC
 CORPORATE HEADQUARTERS
 P.O. Box 400 • 1017 S.W. Berg Parkway
 Canby, Oregon 97013
 USA
 Phone (503) 266 2231 • Fax (503) 266 4334
www.srsmith.com

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SLIDE WARNING AND SAFETY SUMMARY



DANGER – FAILURE TO FOLLOW THESE WARNINGS, INSTRUCTIONS AND THE OWNER’S MANUAL MAY RESULT IN SERIOUS INJURY OR DEATH



HEAD FIRST SLIDES ARE STRICTLY PROHIBITED

TO REDUCE THE POSSIBILITY OF INJURY, IT IS NECESSARY THAT THE USER KNOW THAT THE CHIEF DANGER OF HEAD FIRST SLIDING IS SERIOUS SPINAL INJURY. INJURIES TO THE SPINE MAY RESULT IN TEMPORARY OR PERMANENT PARALYSIS OR EVEN DEATH. RESEARCH STUDIES HAVE SHOWN THAT YOU CANNOT RELY ON THE WATER TO SLOW YOU DOWN SUFFICIENTLY TO AVOID INJURY.



WARNING

- READ AND FOLLOW ALL SAFETY RULES LISTED BELOW.
- MAKE SURE THAT EVERYONE WHO USES THE ROGUE 2 KNOWS AND FOLLOWS ALL RULES.
- CHILDREN MUST BE SUPERVISED BY AN ADULT AT ALL TIMES WHEN USING THE SLIDE.

INTENDED USE INSTRUCTIONS

THE ROGUE2 SLIDE IS DESIGNED AND MANUFACTURED FOR INSTALLATION AND USE ON INGROUND SWIMMING POOLS ONLY. DO NOT INSTALL THE ROGUE2 SLIDE ON ABOVE GROUND POOLS, HOUSEBOATS, BOAT DOCKS, FLOATING DOCKS OR PLATFORMS, OR OTHER BODIES OF WATER SUCH AS LAKES, PONDS, RIVERS, ETC. PROPER ASSEMBLY, INSTALLATION, USE, AND SUPERVISION IS ESSENTIAL FOR PROPER OPERATION AND TO REDUCE THE RISK OF SERIOUS INJURY OR DEATH.

1. SLIDE FEET FIRST ONLY AS SHOWN IN FIGURE 1. **DO NOT SLIDE HEAD FIRST**
2. ONLY ONE PERSON ALLOWED ON THE SLIDE AT A TIME WITH A MAXIMUM USER WEIGHT OF 250 LB (113 KG).
3. ADULT SUPERVISION REQUIRED AT ALL TIMES WHEN CHILDREN ARE USING THE SLIDE.
4. HOLD ONTO HANDRAILS AT ALL TIMES WHEN USING THE LADDER.
5. NO ROUGHHOUSING OR HORSEPLAY ON SLIDE.
6. DO NOT JUMP OR DIVE FROM ANY PART OF THE SLIDE.
7. FAMILIARIZE YOURSELF WITH THE SHAPE OF THE POOL BOTTOM AND THE WATER DEPTH BEFORE YOU SLIDE. SLIDE FEET FIRST ONLY.
8. DO NOT SLIDE UNTIL ALL SUBMERGED OBSTACLES, SURFACE OBJECTS OR OTHER SWIMMERS ARE CLEAR OF THE SLIDER'S PATHWAY.
9. DO NOT USE THE SLIDE WHILE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.
10. DON'T SLIDE ALONE; USE THE BUDDY SYSTEM.
11. TAKE YOUR TIME IN PREPARING TO SLIDE. MOVE FORWARD SLOWLY AND GET YOURSELF POSITIONED PROPERLY BEFORE STARTING THE SLIDE.
12. ONLY PERSONS HEALTHY ENOUGH FOR WATER ACTIVITIES SHOULD USE THE SLIDE. PERSONS WITH MEDICAL CONDITIONS, INCLUDING PREGNANCY, SHOULD CONSULT THEIR DOCTOR BEFORE USING THE SLIDE. PERSONS WITH PHYSICAL DISABILITIES SHOULD USE CAUTION AND MAY REQUIRE ASSISTANCE.
13. DO NOT USE THE SLIDE IF ANY PART OF IT BECOMES DAMAGED, WEAKENED, OR BROKEN. HAVE THE SLIDE INSPECTED AND, IF NECESSARY, REPAIRED BY A POOL PROFESSIONAL, WHO IS FAMILIAR WITH WATER SLIDES BEFORE USING THE SLIDE. SEE INSTALLED SLIDES' STRUCTURAL & INSTALLATION CHECKLIST.

PROPER SLIDING POSITION

Slide users must use the sitting slide position, facing forward, feet first as shown in Figure 1.

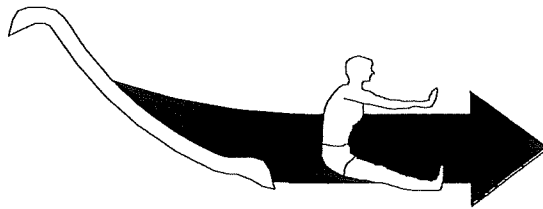


Figure 1

INSTALLED ROGUE2 STRUCTURAL & INSTALLATION CHECKLIST

After installation and prior to the first use of the ROGUE2 and periodically (see DAILY/WEEKLY MAINTENANCE OF THE ROGUE2) thereafter the owner must:

1. INSPECT THE RUNWAY FOR VISIBLE CRACKS OR TEARS.
3. INSPECT THE LADDER FOR SHARP EDGES, PROTRUSIONS, CRACKS OR TEARS.
4. INSPECT LADDER AND PEDESTAL MOUNTING AREAS FOR LOOSE OR CORRODED FASTENERS.
5. MEASURE THE FOLLOWING DIMENSIONS AND COMPARE WITH THE MANUFACTURER'S PLACEMENT INSTRUCTIONS ON PAGES 5, 6, AND 7.
 - POOL WATER DEPTH AT THE BASE OF THE SLIDE SHOULD BE AT LEAST 3' (914 MM) DEEP, AND AT 4'6" (1372 MM) OUT FROM SLIDE EXIT, SHOULD BE AT LEAST 4'6" (1372 MM) DEEP.
 - THE HEIGHT OF THE SLIDE RUNWAY EXIT ABOVE THE WATER SHOULD BE 20" (508 MM) MAXIMUM.
 - THE DISTANCE BETWEEN THE SLIDE CENTERLINE AND THE EDGE OF OTHER POOL EQUIPMENT SHOULD BE AT LEAST 3'6" (1067 MM).
6. OBSERVE THE POSITION OF THE EXIT OF THE SLIDE AS SHOWN IN FIGURES 2, 3 AND 5 ON PAGES 6 AND 7.
7. READ, UNDERSTAND AND ENFORCE ALL SAFETY AND USE INSTRUCTIONS ON THE SLIDE.

DAILY/WEEKLY MAINTENANCE OF THE ROGUE2

1. When hosing down the deck, hose your Rogue2 to wash away any dust, dirt or other debris, which may have accumulated.
2. Be sure that all connections are secure. Tighten hardware if necessary.
3. All polyethylene parts require little maintenance. Hose and wipe to clean. While cleaning slide, check and see that all nuts and bolts are tight and secure.
4. Inspect the runway for visible cracks or tears, sharp edges and protrusions.
5. Inspect all attachment points for loose or corroded fasteners.

6. Inspect all ladder tread or step-attachment points for evidence of shear, bending yield, or fatigue in the ladder steps, rails, or attachments means. Yield is evidenced by crystallization or fine cracking of the ladder tread and/or surface.
7. Inspect the ladder handrails for rigidity and attachment.

APPLICABLE STANDARDS AND CODES

The installation of the Rogue2 must comply with all applicable governmental and building codes.

ASSEMBLY AND INSTALLATION

All S.R. Smith Rogue2 slides are inspected prior to shipment from the factory. Proper assembly and installation is mandatory. Improper assembly and installation voids S.R. Smith's warranty and may affect the safety of the user. It is the installer's responsibility to ensure that the structural integrity of the concrete pad prior to installation of the slide.

DRAWINGS

All drawings in this Slide Owner's Manual (Figures 1 through 5) are for illustration purposes only and are NOT TO SCALE.

SUBSEQUENT OWNERS

The Owner's Manual must remain with the owner of the slide. If the owner changes, the Owner's Manual shall be brought to the attention of the new owner.

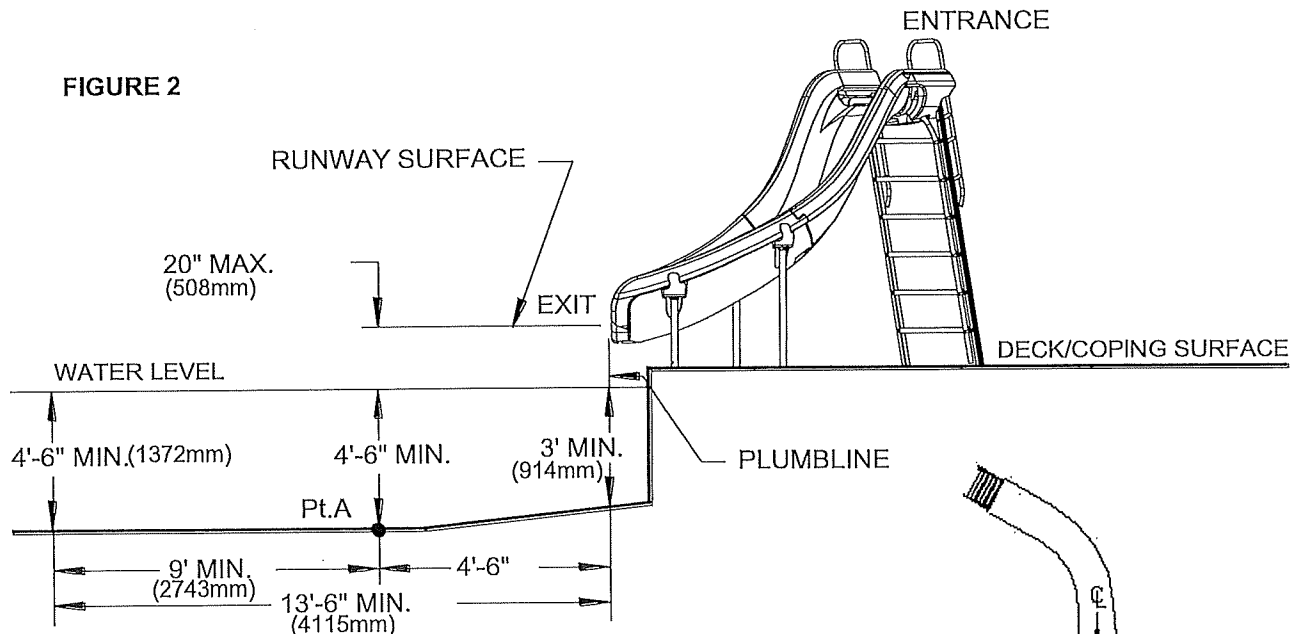
MANUFACTURER'S PLACEMENT INSTRUCTIONS

THE SLIDE OWNER MUST REVIEW THE MANUFACTURER'S PLACEMENT INSTRUCTIONS WITH THE INSTALLER TO ENSURE THAT THE MANUFACTURER'S INSTALLATION REQUIREMENTS HAVE BEEN MET.

PROPER ASSEMBLY, INSTALLATION, USE AND SUPERVISION IS ESSENTIAL FOR PROPER OPERATION AND TO REDUCE THE RISK OF SERIOUS INJURY OR DEATH.

1. The critical dimensions for placement of the heliX™ are as shown in FIGURES 2 and 3.
 - A. The slide exit runway surface shall not exceed 20" (508 mm) above the water surface as shown in FIGURE 2.
 - B. The slide shall be positioned so that all water flowing off the runway exit drops into the pool. Recommended overhang is 4" (102 mm).
 - C. The minimum depth of water below the exit lip of the slide shall be 3' (914 mm) and increases to 4'-6" (1372 mm) at Pt. A, which is a distance of 4'-6" (1372 mm) from the exit lip of the slide as shown in FIGURE 2.
 - D. A minimum depth of 4'-6" (1372 mm) shall be maintained at a distance of 9' (2743 mm) along the extended centerline of the slide from Pt. A. as shown in FIGURE 2.

FIGURE 2



Dimensions are in feet/inches and (millimeters)

2. A minimum clearance area in front of the slide shall be maintained at all times as follows:

The minimum clearance distance on either side of the extended centerline of the slide runway shall not be less than 3'-6" (1067 mm) at a point no less than 2'-6" (762 mm) from the exit lip of the slide and extending a distance of 13'-6" (4115 mm) in front of the slide as shown in FIGURE 3.

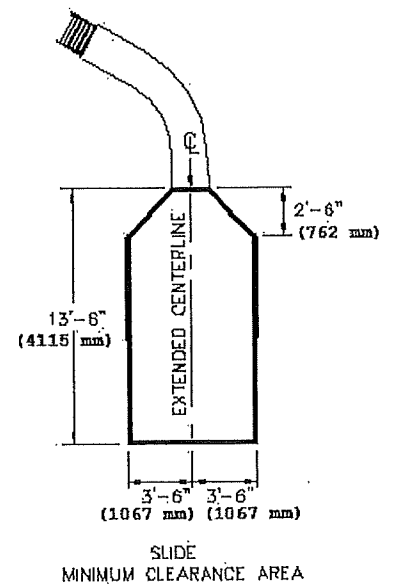


FIGURE 3

3. SLIDE PLACEMENT INSTRUCTIONS FOR INSTALLATIONS ON POOLS WITH OTHER SLIDES AND/OR DIVING BOARDS

- A. The minimum clearance area in front of a properly installed diving board on an inground swimming pool is a minimum distance of 3'-6" (1067 mm) on either side of the board's centerline as shown in FIGURE 4. Pt. C extends a minimum distance of "C" from the tip end of the board as shown in FIGURE 4. The width distance "W" on either side of Pt. C is given in CHART 1 and shown in FIGURE 4.

CHART 1

BOARD MINIMUM CLEARANCE AREA		
POOL TYPE	"C" DIMENSION	"W" DIMENSION
I	14'-6" (4420mm)	5'-0" (1524mm)
II	14'-6" (4420mm)	6'-0" (1829mm)
III	16'-6" (5029mm)	6'-0" (1829mm)
IV	18'-6" (5639mm)	7'-6" (2286mm)
V	21'-0" (6401mm)	7'-6" (2286mm)

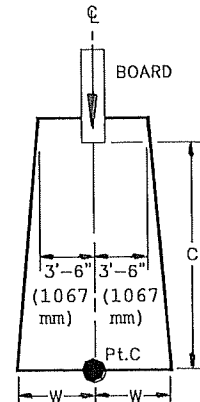
Dimensions are in feet/inches and (millimeters)

See Article 5 contained in ANSI/APSP/ICC-5 2011 STANDARD FOR RESIDENTIAL INGROUND SWIMMING POOLS and refer to FIGURE 3 and Table 1 for Minimum Water Envelope Dimensions AB, BC and Width at Point C.

"C" DIMENSION FOR BOARD = AB + BC

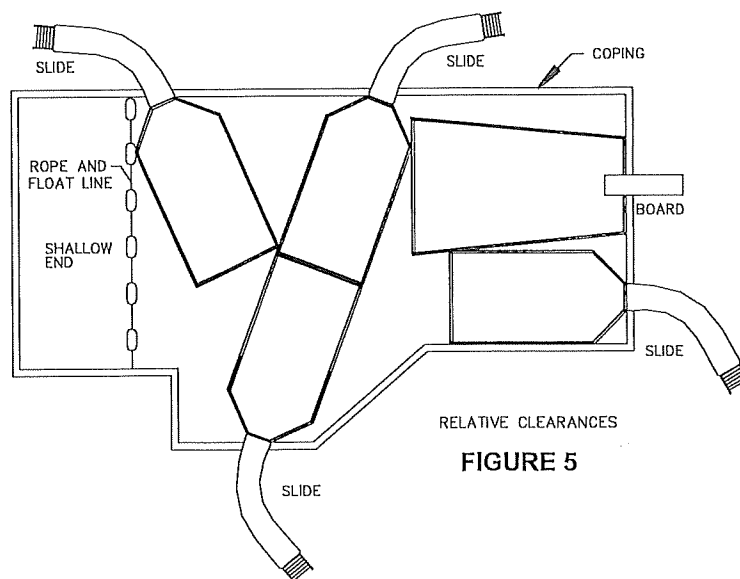
"W" DIMENSION FOR BOARD = WIDTH AT PT.C

- A. The minimum clearance area of a slide or diving board shall not intersect any coping or rope and float line as shown in FIGURE 5. The minimum clearance area of a slide or diving board may intersect each other provided that they are not used simultaneously.



BOARD MINIMUM CLEARANCE AREA

FIGURE 4



RELATIVE CLEARANCES

FIGURE 5

CLEANING INSTRUCTIONS

Use nonabrasive soap and water when possible. In addition, you may safely use the below listed products. Always try a test spot before applying to a large area.

Windex® With Ammonia
Soft Scrub®
Glass Plus®

Formula 409®
Scrubfree
Topjob®

Fantastik®
Tackle®
Tilex®

Always read the label instructions on any cleaner carefully before applying it to a *polyethylene* surface.

AVOID HARSH CHEMICALS AND DISINFECTANTS. DO NOT USE:

Dow with Scrubbing Bubbles®	Lysol® Disinfectant	Ajax® Cleanser
Windex® With Vinegar	White Cap®	Ajax® Liquid



Serious Equipment, Serious Fun!

Product Name: Rogue2
Serial Number: _____ (located on label attached to slide)
Purchase Date: _____

To register your slide and find information on the full line of S.R. Smith deck equipment please visit www.srsmith.com.

Like us  www.facebook.com/srsmithpools

6/8/23, 1:58 PM

Google Maps

Google Maps

I-14 WILBUR DOCK ADDTION 6/8/2023 PERMIT MAP DRWG



Imagery ©2023 Airbus, Maxar Technologies, Map data ©2023 Google 20 ft

I-14

1 IN. = 20 FT.
DO NOT SCALE
DRAWING

