



CITY OF COUNCIL GROVE · 205 UNION STREET · PO BOX 313

COUNCIL GROVE, KS 66846 · 620-767-5417 · COUNCILGROVE.COM

**City Council Agenda
March 2, 2021
5:30 P.M. - City Hall**

WELCOME AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

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 or not to place the item on the next agenda.

CONSENT AGENDA:

- Minutes from the Previous meeting Pages 2 – 3
- Appropriations:
- Lake Cabin Transfer: B-10 and B-8 Lawton, B-8 McNeal Trust Pages 4 - 56

Motion:	Seconded:	Action:	Abstention:	Este. Cost:	Appd.	Cost:
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OLD BUSINESS:

- CTS Group: Update

Motion:	Seconded:	Action:	Abstention:	Este. Cost:	Appd.	Cost:
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- North Riverwalk Extension: Update

Motion:	Seconded:	Action:	Abstention:	Este. Cost:	Appd.	Cost:
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- Neighborhood Revitalization Plan – Resolution Pages 57 - 67

Motion:	Seconded:	Action:	Abstention:	Este. Cost:	Appd.	Cost:
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NEW BUSINESS:

- Street and Parks Committee Recommendation: Page 68

Motion:	Seconded:	Action:	Abstention:	Este. Cost:	Appd.	Cost:
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- Street and Parks Committee Recommendation: Page 69

Motion:	Seconded:	Action:	Abstention:	Este. Cost:	Appd.	Cost:
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- Utilities Committee Recommendation: Page 70

Motion:	Seconded:	Action:	Abstention:	Este. Cost:	Appd.	Cost:
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Governing Body Comments:

Adjournment:

City Council Meeting Minutes
February 16, 2021

WELCOME AND CALL TO ORDER

Mayor Debi Schwerdtfeger called the regular City Council Meeting to order. Council members present were Jason Booker, Keith Wessel, Mark Brooks and Sharon Haun, Mark Berner, Larry Siegrist. City Attorney Bill Halvorsen and City Administrator Nick Jones were also present. Others attending were Mindy Andres, Marcus Hernandez, Susan Harris, Aron Doty, Matt Forge, Sean Tiffany, Nicki Tiffany, Christy Davis, Monica Simecka, and Cody Catlin.

PUBLIC COMMENT PERIOD I

Mayor Debi Schwerdtfeger moved agenda item Neighbor Hood Revitalization Plan to the Public comment period to allow those attending the meeting that had other obligations a chance to speak. Sean Tiffany spoke to the council regarding the changes made by the County to the Neighbor Hood Revitalization Plan and how it could affect growth downtown with surrounding County's providing a better structure to help new businesses. Sean Tiffany also told the Council that he attended the County's Public Hearing on February 2nd, 2021 and that it was not much of a Public Hearing as the County handed out the Neighbor Hood Revitalization Plan to the people in attendance. The County allowed some discussion about the plan changes and told those in attendances that the changes were recommended by the County Appraiser Ryan Michaelis and are like what Wabaunsee County does. Christy Davis expressed concern with the changes and how it could impact the growth the City is seeing downtown moving forward. Christy Davis said her restoration of the old National Bank would not have been possible without the incentives that were available under the old Neighbor Hood Revitalization Plan. Christy Davis suggested the Council meet with the County and restore the Neighbor Hood Revitalization Plan to its original requirements. Several of the Council members expressed concern regarding the changes and the potential impact that could have on growth downtown. Mayor Debi Schwerdtfeger asked for a motion to table the resolution until the next Council meeting and to set up a meeting with the County Commissioners to discuss the changes. A motion was made by Councilperson Sharon Haun to table the resolution and meeting with the County Commissioners. The motion was seconded by Councilperson Keith Wessel.

Motion Carried 6 – 0

CONSENT AGENDA

Councilperson Mark Brooks made a motion to approve the Consent Agenda as presented in the packet. Councilperson Sharon Haun seconded the motion. The consent agenda consisted of:

- February 16, 2021 Minutes
- February 16, 2021, to Current Appropriations.
- Cabin Transfer N/A

Motion carried 6 – 0

OLD BUSINESS

• **CTS Group – Update**

City Administrator Nick Jones reported the CTS Group and Services Unlimited have completed install of the LED lighting in City Facility's. City Administrator Nick Jones also reported the RTS group is working on replacing water meters and have under a hundred left to install. The project was scheduled to resume on the 15th of February but do to extreme cold the timeline to start was pushed back.

North Riverwalk Extension – Update

City Administrator Nick Jones reported that he meant with KDOT and BG Consultants regarding the project. BG Consultants is working on redesigning the North Riverwalk project and is expected to complete the redesign within the next week. Once the redesign is complete Brady Hedstrom with BG Consultants will submit the new plans to KDOT and Bryant and Bryant Construction. KDOT will allow Bryant and Bryant to start work once the plans are submitted.

NEW BUSINESS

- **Neighbor Hood Revitalization Plan – Resolution**

Application for Cabin Site Transfer
COUNCIL GROVE CITY LAKE

Site Number: B-10 Date: 2-16, 2021

Name of Transferee: Ron + Cherrisse Jantz Rev Trust

Address: 6506 W Collins St

City: Wichita State Ks Zip Code 67205

Telephone Number: 620-668-0952

Name of Transferor: Jonna Ellis

=====
OFFICE USE ONLY BELOW THIS LINE
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Septic tank checked: February 23, 2021

The above application is approved:

this 24th day of February, 2021

Signed James Masto
Building Inspector

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 16 day of February 2021, by and between the City of Council Grove, Kansas, a municipal corporation, hereinafter referred to as the "City" or "Lessor" and Ron + Cherisse Tantz Revocable 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 B, Lot B - 10, 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:

Ron Jantz
6506 W Collins St
Wichita Ks 67205

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:
Ben Jantz Trustee
Primary Leaseholder
[Signature]
Lessee

Lessee

Address to which Primary Leaseholder authorizes Notices:

6506 W. Collina St
Wichita, KS 67205

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

120 Lakeshore Drive
Council Grove, KS 66846

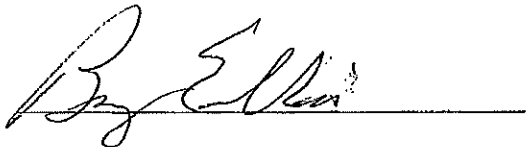
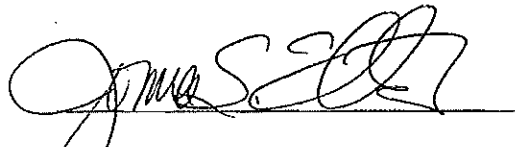
BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS, That I/we, Barry Ellis, Trustee of the Jonna S. Ellis Living Trust, in considerations of the sum of Ten Dollars (\$10.00) and other valuable considerations do hereby grant, transfer and deliver unto Ron and Cherisse Jantz, Trustees of the Ron and Cherisse Jantz revocable trust, dated June 4, 2014, the following goods and chattels, to wit:

Lake home and related improvements located at 120 Lakeshore Drive, Section B Site 10, Council Grove, Morris County, Kansas, including but not limited to: water well & well equipment, septic system, all buildings, houses, docks, boat houses & assignment of all the grantors' rights under a Lease Agreement with the City of Council Grove, Morris County, Kansas, Providing for a lease of Section B, Site 10, Council Grove Lake Park, Section 6, Township 16 South, Range 8 East of the 6th P.M., Morris County, Kansas.

TO HAVE AND TO HOLD, all and singular, the said goods and chattels forever. And the said grantors hereby covenants with the said grantees that he/she/they are the lawful owners of said goods and chattels; that they are free from all liens and encumbrances; that he/she/they have good right to convey 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 grantors have hereunto set their hands this 16 day of FEBRUARY, 2021

 _____  _____

SEDGWICK

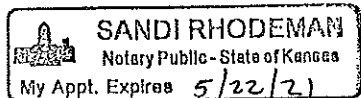
STATE OF KANSAS, COUNTY OF MORRIS, ss:

BE IT REMEMBERED, That on this 16th day of FEBRUARY, 2021, before me, a Notary Public in and for said County and State, came, Barry Ellis, trustee of the Jonna S. Ellis Living Trust, who are personally known by me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Appoint Expires: 5/22/21

 _____





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

SEPTIC SYSTEM INSPECTION RESULTS

Section: B Site: B-10 Date: FEBRUARY 24, 2021

Address: 120 LAKESHORE DRIVE

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: 2-23-2021

Inspected By: JAMES MASTERS Date: 2-23-2021

Inspected By: _____ Date: _____

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

Comments:

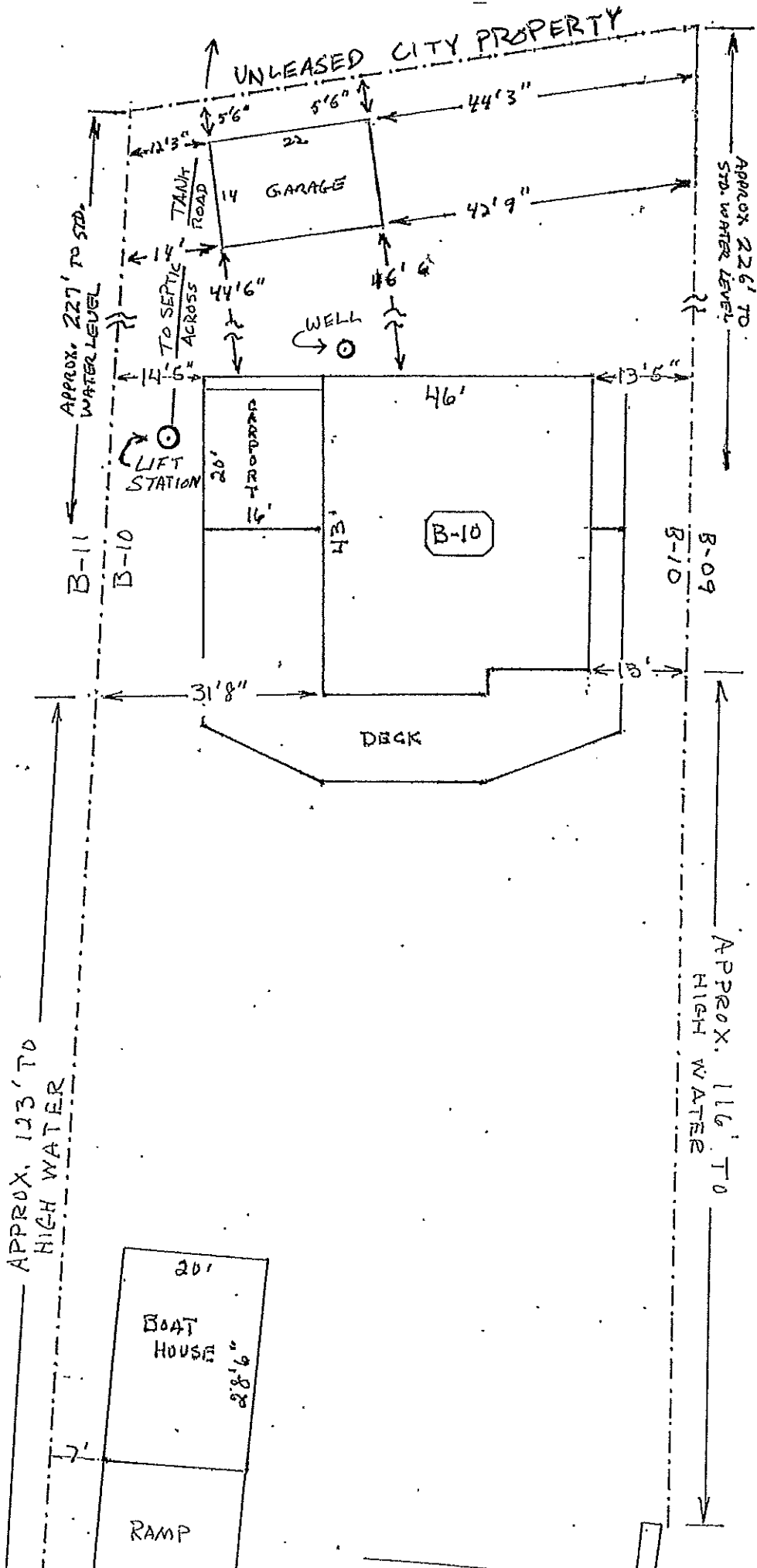
Sincerely,

James Masters
City Inspector

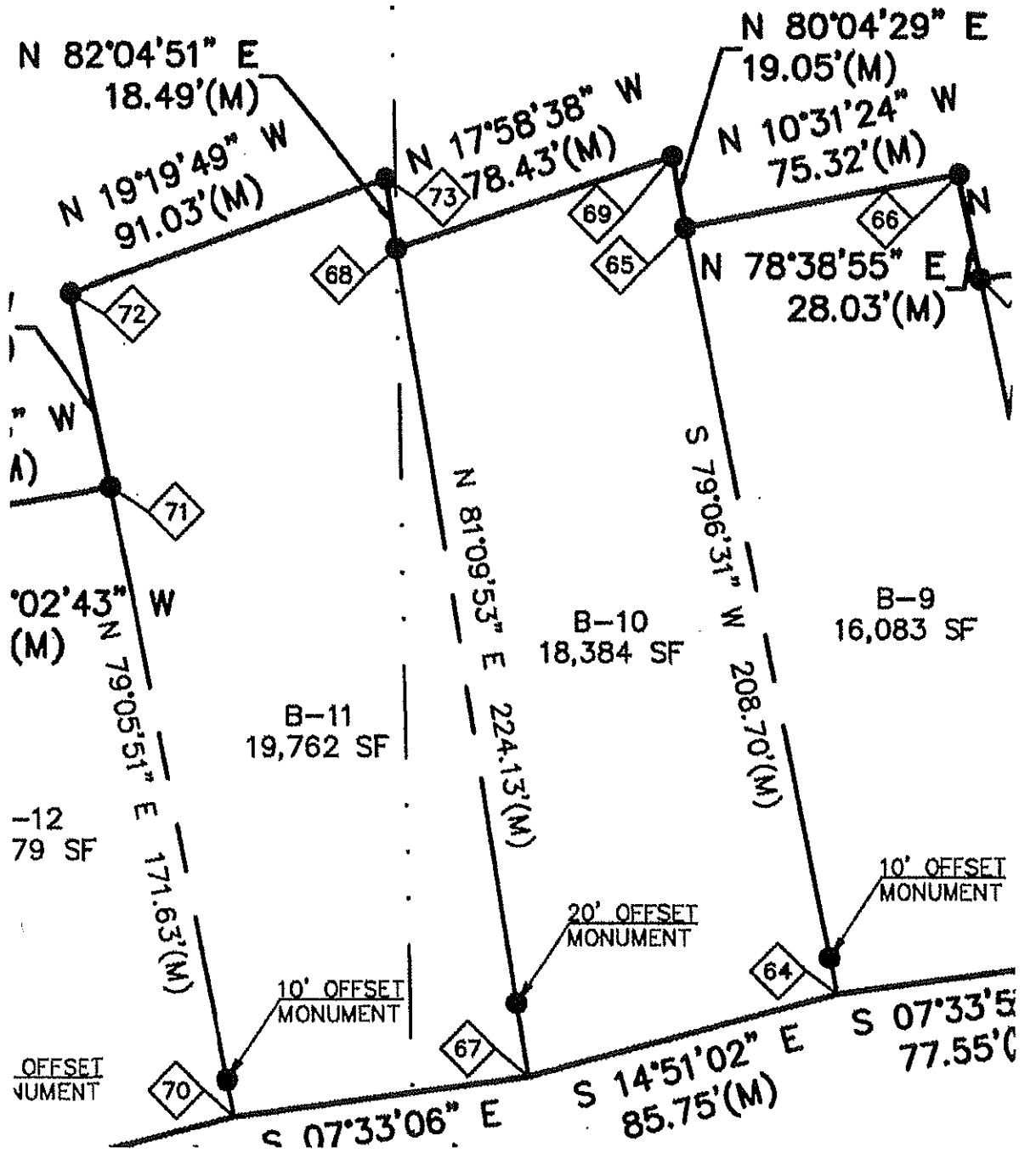
B-10

1 IN. = 20 FT.
DO NOT SCALE
DRAWING

NOTE: This leasehold also includes the area within the drip line of the 18' X 21' shed across Lakeside Drive from B-10.



ROAD ACCESS SIDE



LAKE ACCESS SIDE

BOUNDARY CORNER COORDINATES					
◇	NORTHING	EASTING	LATITUDE	LONGITUDE	
32	131165.4499	1723642.3919	N38.68448749	W96.55910644	
33	131075.3356	1723665.4303	N38.68423909	W96.55903077	
34	131077.6909	1723528.1359	N38.68425155	W96.55951152	
35	131071.5725	1723489.9484	N38.68423642	W96.55964562	
36	131147.7433	1723480.5973	N38.68444594	W96.55967413	
37	130996.2790	1723676.8230	N38.68402155	W96.55899527	
38	130972.9067	1723528.8932	N38.68396385	W96.55951471	
39	130960.1774	1723450.1381	N38.68393234	W96.55979126	
40	131063.0781	1723437.7828	N38.68421538	W96.55982881	
41	130897.1913	1723684.1927	N38.68374920	W96.55897498	
42	130889.6286	1723535.4922	N38.68373493	W96.55949623	
43	130825.5681	1723694.0841	N38.68355213	W96.55894433	
44	130812.5855	1723521.3335	N38.68352404	W96.55955012	
45	130810.9359	1723492.7968	N38.68352076	W96.55965016	
46	130887.4065	1723490.2351	N38.68373081	W96.55965487	
47	130748.3773	1723705.4778	N38.68333972	W96.55890872	
48	130739.6650	1723528.5618	N38.68332353	W96.55952887	
49	130665.4194	1723695.3141	N38.68311241	W96.55894895	
50	130666.2278	1723476.8336	N38.68312418	W96.55971414	
51	130666.0809	1723458.2768	N38.68312458	W96.55977914	
52	130736.2136	1723457.3825	N38.68331716	W96.55977837	
53	130593.3116	1723697.8623	N38.68291434	W96.55894404	
54	130585.0764	1723481.8867	N38.68290117	W96.55970096	
55	130584.8845	1723477.5832	N38.68290083	W96.55971604	
56	130501.0018	1723691.7134	N38.68266119	W96.55897072	
57	130495.5025	1723489.2718	N38.68265493	W96.55968008	
58	130423.6581	1723716.9738	N38.68244775	W96.55888656	
59	130388.4138	1723542.3160	N38.68235862	W96.55950026	
60	130375.2894	1723481.3070	N38.68232525	W96.55971468	
61	130496.0655	1723461.8752	N38.68265767	W96.55977601	
62	130356.5415	1723734.8616	N38.68226271	W96.55882765	
63	130319.8069	1723553.8596	N38.68216976	W96.55946365	
+	64	130279.6682	1723745.0722	N38.68205122	W96.55879617
+	65	130240.2343	1723540.1310	N38.68195191	W96.55951617
	66	130314.2892	1723526.3745	N38.68215582	W96.55956023
+	67	130196.7803	1723767.0502	N38.68182270	W96.55872382
+	68	130162.3548	1723545.5755	N38.68173786	W96.55950144
+	69	130236.9515	1723521.3702	N38.68194372	W96.55958206
	70	130117.0859	1723777.6154	N38.68160345	W96.55869125
	71	130084.6234	1723609.0810	N38.68152169	W96.55928335
	72	130073.9114	1723557.3951	N38.68149454	W96.55946497
STATE PLANE COORDINATES (UNADJUSTED) KANSAS NORTH ZONE 1501, NAD 1983, US SURVEY FEET			LATITUDE & LONGITUDE DECIMAL DEGREES		

Application for Cabin Site Transfer
COUNCIL GROVE CITY LAKE

Site Number: B-8 Date: Feb., 2021

Name of Transferee: Tanice L. Lawton

Address: 112 Lakeshore Drive

City: Council Grove State Ks Zip Code 66886

Telephone Number: 620 767-6406

Name of Transferor: Marvin Clayton Bratselman

=====
OFFICE USE ONLY BELOW THIS LINE
=====

Septic tank checked: August 26, 2020

The above application is approved:

this 25th day of February, 2021

Signed James Musto
Building Inspector

1st

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 14th day of February 2021, by and between the City of Council Grove, Kansas, a municipal corporation, hereinafter referred to as the "City" or "Lessor" and Janice L. Lawton, 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 B, Lot B - 8, 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: Janice L. Lawton
112 Lakeshore Dr.
Council Grove, KS 66846

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:

Janice L. Hawthorn
Primary Leaseholder Janice L. Hawthorn

Lessee

Lessee

Address to which Primary Leaseholder authorizes Notices:

112 Lakeshore Drive
Council Grove, KS 66846

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

112 Lakeshore Drive
Council Grove, KS 66846

TRANSFER-ON-DEATH DEED

COMPUTER
TRAC m.f.s.
MORTGAGE

Marvin Brockelman and LaVon Brockelman, husband and wife, as owners; transfer on death to Janice L. Lawton as grantee beneficiary, the following described interest in real estate located in Morris County, Kansas:

Leasehold at Section B, Site 8, Council Grove Lake Park, Morris County, Kansas.

Recorded at Register Deed.

Except and subject to: easements and restrictions of record.

THIS TRANSFER-ON-DEATH DEED IS REVOCABLE. IT DOES NOT TRANSFER ANY OWNERSHIP UNTIL THE DEATH OF THE OWNER. IT REVOKES ALL PRIOR BENEFICIARY DESIGNATION BY THIS OWNBR FOR THIS INTEREST.

This TOD is made pursuant to K.S.A. 59-3501 et seq.

Marvin Brockelman
Grantor Marvin Brockelman

LaVon Brockelman
Grantor LaVon Brockelman

Dated: July 15, 2015

STATE OF KANSAS)
) ss:
COUNTY OF MORRIS)

This Transfer-on-death Deed was acknowledged before me on July 15, 2015, by Marvin Brockelman and LaVon Brockelman, husband and wife.

Dated July 15, 2015.

 DAVID R. HEILMAN
My Appointment Expires February 9, 2019
David R. Heilman
Printed Name: David R. Heilman
Notary Public

My Appointment Expires: 2-8-19
Pursuant to K.S.A. 79-1437e, a real estate validation questionnaire is not required due to Exception No. _____
(complete if applicable)



Reserved for Register of Deeds

STATE OF KANSAS, MORRIS COUNTY
Corinne L. Blosser, Register of Deeds
Book: 249 Page: 437

Receipt #: 20733 Total Fees: \$21.00
Pages Recorded: 1

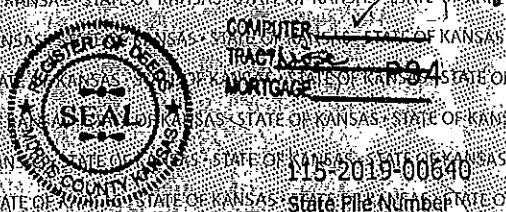
Date Recorded: 4/1/2020 10:30:00 AM

Corinne Blosser



RECORDED IN TRANSFER RECORD
DATE MY OFFICE THIS 1 DAY

2015
Corinne Blosser
Morris County Clerk



CERTIFICATE OF DEATH

COMPUTER TRACT 115-2019-00640 MORTGAGE

01/15/2019 11:22:00 AM

115-2019-00640 State File Number

1. Decedent's Legal Name (First, Middle, Last)		2. Sex		3. Date of Death (Month, Day, Year)		4. Social Security Number		5. Date Filed by State Registrar	
STAVONKA LOUISE BROCKELMANTATE OF KANSAS		FEMALE		01/03/2019		ST11D121001084		01/15/2019	
6. Last Name Prior to First Marriage		7a. Date of Birth		7b. Age		8. Place of Birth (City and State of Foreign Country)		9. Decedent Ever In U.S. Armed Forces	
		01/19/1938		79 YEAR(S)		EMORIA, KANSAS		NO	
10a. Place of Death		10b. Facility Name (If Not Institution, Street and Number)		10c. County of Death		10d. Zip Code			
INPATIENT		MORRIS COUNTY HOSPITAL		MORRIS		66846			
11a. City or Town of Death		11b. Marital Status		12. Spouse (Name Prior to First Marriage)		13a. Resided at Street Address			
COUNCIL GROVE		MARRIED		MARVIN BROCKELMAN		112 LAKESHORE DRIVE			
13b. State of Foreign Country		14. County of Province		13c. City or Town		13d. State		13e. Inside or Outside Kansas	
KANSAS		MORRIS		COUNCIL GROVE		66846		NO	
14. Race of Decedent		15. Decedent's Sex		16. Decedent's Ethnicity		17. Decedent's Religion			
AMERICAN		MALE		WHITE		AWHITE			
18. Decedent's Hispanic Origin		19. Decedent's Education		18. Decedent's Occupation		19. Decedent's Industry			
NOT SPANISH HISPANIC LATINO		HIGH SCHOOL GRADUATE OR GED COMPLETED		HAIR STYLIST		COSMETOLOGY			
20. Father/Parent Birth Name (First, Middle, Last)		21. Mother/Parent Birth Name (First, Middle, Last)		22a. Informant's Name (First, Middle, Last)		22b. Mailing Address (Street Number, City, State, and Zip Code)		22c. Relationship to Decedent	
ARTHUR PLACE		JANICE MAYFIELD		MARVIN BROCKELMAN		112 LAKESHORE DRIVE, COUNCIL GROVE, KANSAS 66846		HUSBAND	
23. Method of Disposition		24. Place of Disposition		25. Decedent's Usual Residence		26. Decedent's Usual Residence			
CREMATION		DOWNING AND LAHEY CREMATORY		WICHITA, KANSAS		WICHITA, KANSAS			
27. Name and Address of Burial		28. Cause of Death - Part I: Events (diseases, injuries, or complications) that directly caused the death		29. Cause of Death - Part II: Underlying Cause (disease or injury that initiated the events resulting in death listed last)		30. Did tobacco use contribute to death?		31. If Female	
S/c/DEBRA SAWYER 5339		ZEINER FUNERAL HOME FLINT HILLS CHAPEL, 137 N UNION ST, COUNCIL GROVE, KANSAS, 66846		IMMEDIATE CAUSE (Final) A) RESPIRATORY FAILURE		YES		NOT PREGNANT WITHIN THE PAST YEAR	
				Underlying Cause (disease or injury that initiated the events resulting in death listed last) B) CHRONIC OBSTRUCTIVE PULMONARY DISEASE					
				32. Manner of Death		33. Date of Injury		33b. Time of Injury	
				NATURAL		01/03/2019		16:45 AM	
				34. Name of Person Reporting Death		35. License No.		36. Date Certified	
				DANIEL FREE		0418380		01/07/2019	
				37. Address and ZIP Code of Person Completing Cause of Death		38. Date Pronounced Dead		39. Time Pronounced Dead	
				604 N WASHINGTON ST, COUNCIL GROVE, KANSAS, 66846		01/03/2019		10:45 AM	
				40. Name of Person Reporting Death		41. License No.		42. Date Certified	
				DANIEL FREE		0418380		01/07/2019	
				43. Address and ZIP Code of Person Reporting Death		44. Name of Person Reporting Death		45. License No.	
				604 N WASHINGTON ST, COUNCIL GROVE, KANSAS, 66846		DANIEL FREE		0418380	
				46. Date of Injury		47. Time of Injury		48. Injury at Work	
				01/03/2019		16:45 AM		NO	
				49. How Injury Occurred		50. Name of Person Reporting Death		51. License No.	
						DANIEL FREE		0418380	
				52. Name of Person Reporting Death		53. License No.		54. Date Certified	
				DANIEL FREE		0418380		01/07/2019	
				55. Address and ZIP Code of Person Reporting Death		56. Name of Person Reporting Death		57. License No.	
				604 N WASHINGTON ST, COUNCIL GROVE, KANSAS, 66846		DANIEL FREE		0418380	
				58. Date of Injury		59. Time of Injury		60. Injury at Work	
				01/03/2019		16:45 AM		NO	
				61. How Injury Occurred		62. Name of Person Reporting Death		63. License No.	
						DANIEL FREE		0418380	
				64. Name of Person Reporting Death		65. License No.		66. Date Certified	
				DANIEL FREE		0418380		01/07/2019	
				67. Address and ZIP Code of Person Reporting Death		68. Name of Person Reporting Death		69. License No.	
				604 N WASHINGTON ST, COUNCIL GROVE, KANSAS, 66846		DANIEL FREE		0418380	

01/15/2019 11:22:00 AM

01/15/2019 11:22:00 AM

CERTIFICATE OF DEATH

Date Recorded: 7/27/2020 2:11:00 PM



COMPUTER R85
TRACT Misc
MORTGAGE

115-2020-082

State File Number

1. Decedent's Legal Name (First, Middle, Last) MARVIN GENE BROCKELMAN		2. Sex MALE		3. Date of Death (Month, Day, Year) 04/17/2020		4. Social Security Number 610-28-0482		5. Date Filed by State Registrar 04/22/2020	
6. Last Name Prior to First Marriage		7a. Date of Birth 03/19/1929		7b. Age 91 YEAR(S)		8. Place of Birth (City And State Or Foreign Country) COUNCIL GROVE, KANSAS		9. Decedent Ever In U.S. Armed Forces NO	
10a. Place of Death INPATIENT		10b. Facility Name Of Not Institution, Street And Number SAINT LUKE'S SOUTH HOSPITAL				10c. County of Death JOHNSON		10d. Zip Code 66213	
10e. City or Town of Death OVERLAND PARK		11. Marital Status WIDOWED		11a. Surviving Spouse (Name Prior to First Marriage)		11b. Residence - Street Address 112 LAKESIDE DRIVE			
13b. State or Foreign Country KANSAS		13c. County or Province MORRIS		13d. City or Town COUNCIL GROVE		13e. Zip Code 66846		13f. Inside City Limits NO	
14. Decedent's Ancestry AMERICAN					15. Decedent's Race WHITE				
16. Decedent's Hispanic Origin NOT SPANISH, HISPANIC, LATINO									
17. Decedent's Education HIGH SCHOOL GRADUATE OR GED COMPLETED			18. Decedent's Occupation FARM SERVICE TECHNICIAN			19. Decedent's Industry AGRICULTURE			
20. Father/Parent Birth Name (First, Middle, Last) FRANK BROCKELMAN					21. Mother/Parent Birth Name (First, Middle, Last) RUTH SHAEFER				
22a. Informant's Name (First, Middle, Last) JANICE LAWTON					22b. Mailing Address (Street Number, City, State, And Zip Code) 112 LAKESIDE DRIVE, COUNCIL GROVE, KANSAS, 66846			22c. Relationship To Decedent DAUGHTER	
23. Method of Disposition CREMATION			23a. Place of Disposition DOWNING & LAHEY CREMATORY			23b. Location WICHITA, KANSAS			
24. Funeral Service License And License Number DEBRA SAWYER 5339			25. Name Of Embalmer And License Number NOT EMBALMED; 9999						
26. Name And Address Of Firm YAZEL MEGLI ZEINER FUNERAL HOME COUNCIL GROVE, 137 N UNION ST, COUNCIL GROVE, KANSAS, 66846									
27. Name And Address Of Firm YAZEL MEGLI ZEINER FUNERAL HOME COUNCIL GROVE, 137 N UNION ST, COUNCIL GROVE, KANSAS, 66846									
28. Cause of Death - Part I: Events (Disease, Injuries, or Complications) that directly caused the death IMMEDIATE CAUSE (Final) A) ACUTE DIASTOLIC CHF								Approximate Interval: Onset To Death A)	
Disease Or Condition Resulting In Death Underlying Cause (Disease or Injury that Initiated the Events Resulting In Death) B) UNLISTED								Approximate Interval: Onset To Death B)	
Conditions, If Any, Leading To Cause Listed On Line A) C) UNLISTED								Approximate Interval: Onset To Death C)	
D) UNLISTED								Approximate Interval: Onset To Death D)	
Part II: Other Significant Conditions Contributing To Death But Not Resulting In The Underlying Cause Given In Part I NO									
29a. Autopsy NO			29b. Autopsy Findings Available To Complete The Cause Of Death NO			29c. Coroner Contacted NO			
30. Did Tobacco Use Contribute To Death? UNKNOWN			31. If Female			32. Manner Of Death NATURAL			
33a. Date of Injury 04/17/2020		33b. Time of Injury 5:12 PM		33c. Injury At Work NO		33d. How Injury Occurred NO			
33e. Place of Injury NO					33f. Location (Street And Number Of Rural Route, City Or Town, State, And Zip Code) NO				
34a. Date Pronounced Dead 04/17/2020			34b. Time Pronounced Dead 5:12 PM		34c. Actual Or Presumed Time Of Death 5:12 PM		34d. Name Of Person Pronouncing Death NO		
35a. Pronouncing and Certifying Physician Dr DAVID PARMET - MD			35b. License No. 0430291		35c. Date Certified 04/21/2020		35d. Address And Zip Code Of Person Completing Cause Of Death 4401 WORNALL RD, KANSAS CITY, MISSOURI, 64111		

04/23/2020 V220000294000 01 BROCKELMAN 202004008244 8 FH



SEPTIC SYSTEM INSPECTION RESULTS

Section: B Site: B-8 Date: August 26, 2020

Address: 112 LAKESHORE DRIVE

Septic System Type: Anaerobic: (X)

Aerobic (ATU/AWTDS): ()

Septic Tank Capacity: 500 GALLONS

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

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

Pumped By: GLENN SISSION Date: 8-26-2020

Inspected By: JAMES MASTERS Date: 8-26-2020

Inspected By: _____ Date: _____

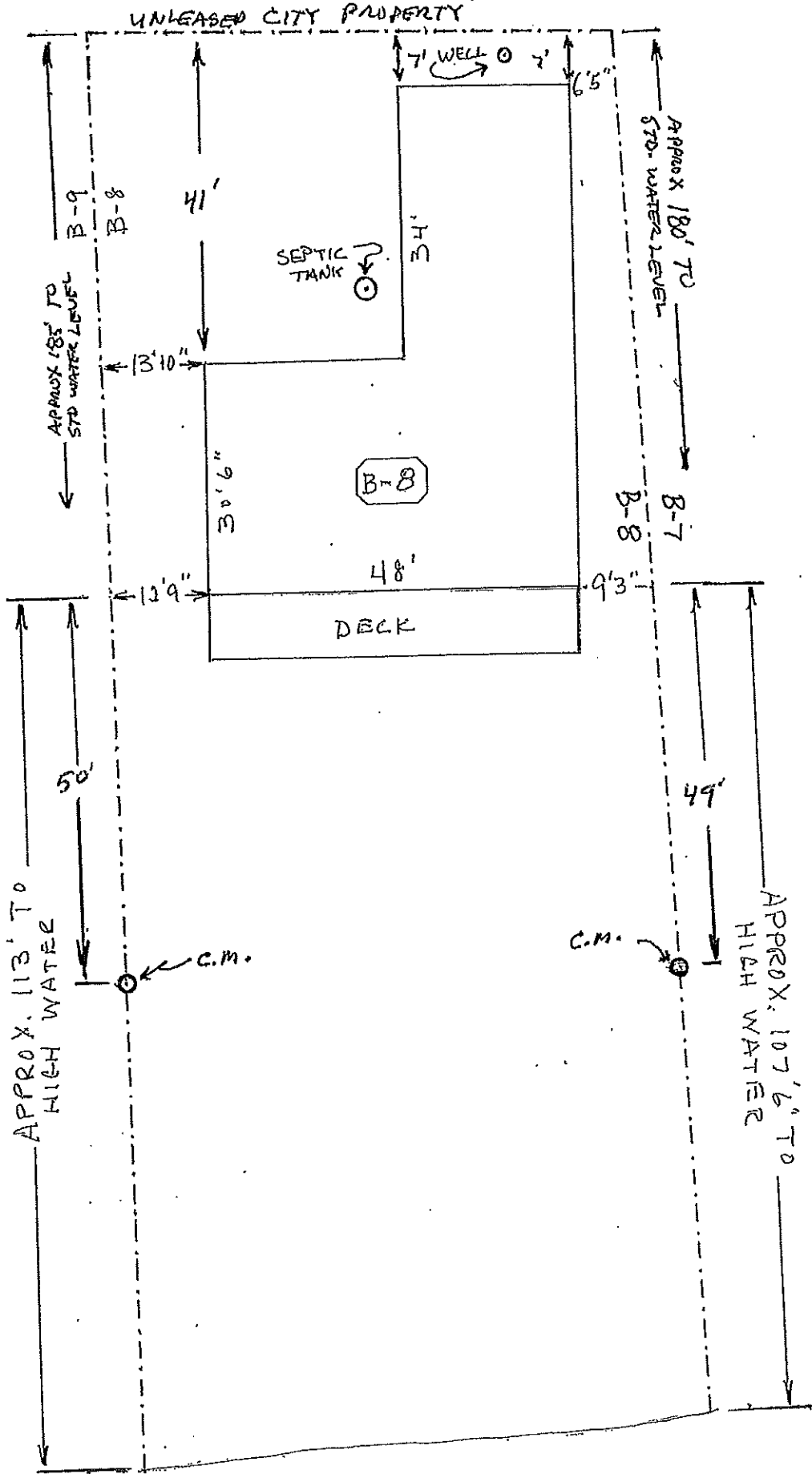
Septic System Approved: Yes: (X) No: ()

Comments: Tank lid is under fake rock. Grinder pump is located in the basement.

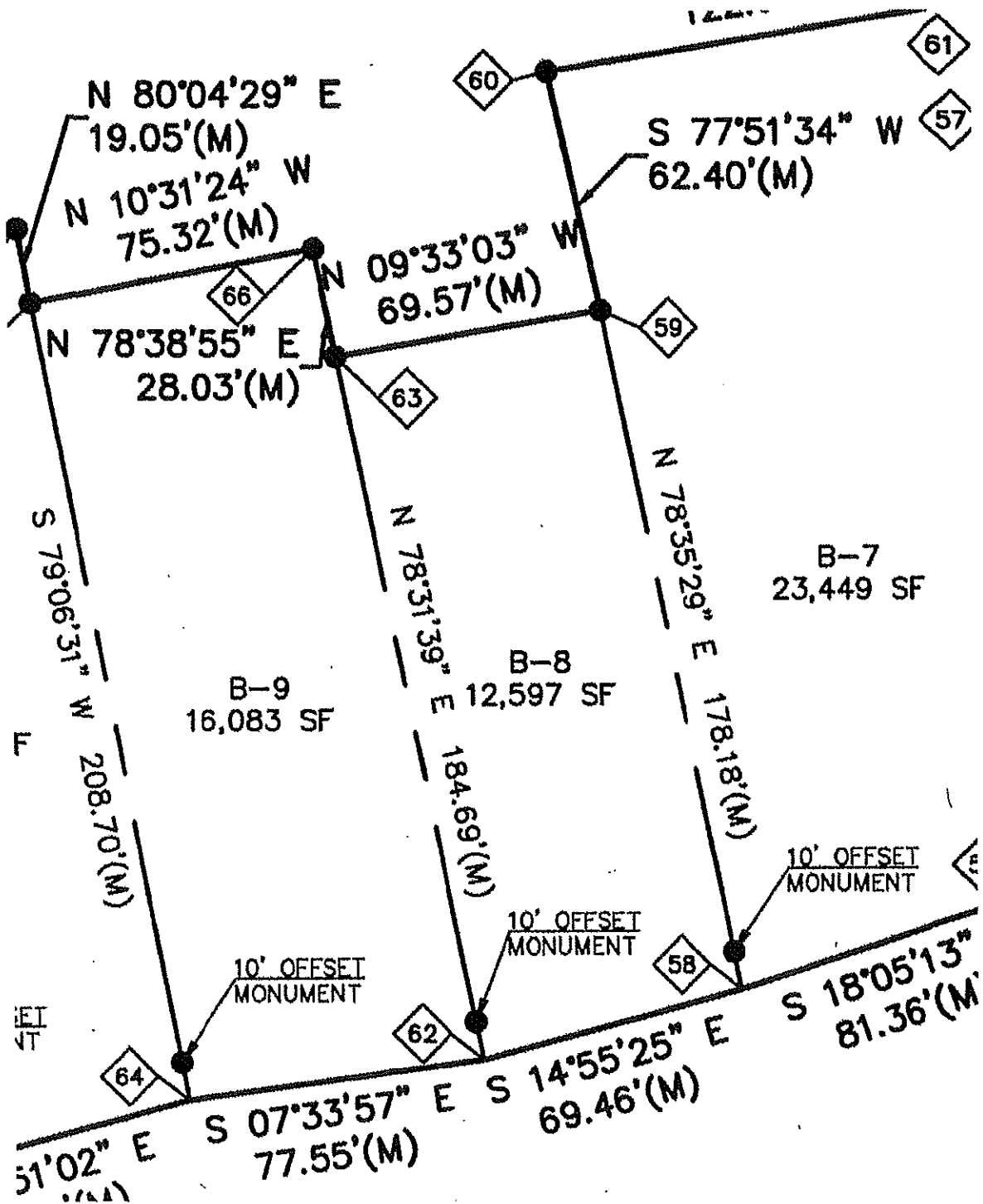
Sincerely,

James Masters
City Inspector

LIN. = 20 FT.
DO NOT SCALE
DRAWING



ROAD ACCESS SIDE



LAKE ACCESS SIDE

BOUNDARY CORNER COORDINATES				
◇	NORTHING	EASTING	LATITUDE	LONGITUDE
32	131165.4499	1723642.3919	N38.68448749	W96.55910644
33	131075.3356	1723665.4303	N38.68423909	W96.55903077
34	131077.6909	1723528.1359	N38.68425155	W96.55951152
35	131071.5725	1723489.9484	N38.68423642	W96.55964662
36	131147.7433	1723480.5973	N38.68444594	W96.55967413
37	130996.2790	1723676.8230	N38.68402155	W96.55899527
38	130972.9067	1723528.8932	N38.68396385	W96.55951471
39	130960.1774	1723450.1381	N38.68393234	W96.55979126
40	131063.0781	1723437.7828	N38.68421538	W96.55982881
41	130897.1913	1723684.1927	N38.68374920	W96.55897498
42	130889.6286	1723535.4922	N38.68373493	W96.55949623
43	130825.5681	1723694.0841	N38.68355213	W96.55894433
44	130812.5855	1723521.3335	N38.68352404	W96.55955012
45	130810.9359	1723492.7968	N38.68352076	W96.55965016
46	130887.4085	1723490.2351	N38.68373081	W96.55965487
47	130748.3773	1723705.4778	N38.68333972	W96.55890872
48	130739.6650	1723528.5618	N38.68332353	W96.55952887
49	130665.4194	1723695.3141	N38.68311241	W96.55894895
50	130666.2278	1723476.8336	N38.68312418	W96.55971414
51	130666.0809	1723458.2768	N38.68312458	W96.55977914
52	130736.2136	1723457.3826	N38.68331716	W96.55977837
53	130593.3116	1723697.8623	N38.68291434	W96.55894404
54	130585.0764	1723481.8867	N38.68290117	W96.55970096
55	130584.8845	1723477.5832	N38.68290083	W96.55971604
56	130501.0018	1723691.7134	N38.68266119	W96.55897072
57	130495.5025	1723489.2718	N38.68265493	W96.55968008
58	130423.6581	1723716.9738	N38.68244775	W96.55888656
59	130388.4138	1723542.3160	N38.68235862	W96.55950026
60	130375.2894	1723481.3070	N38.68232525	W96.55971468
61	130496.0655	1723461.8752	N38.68265767	W96.55977601
62	130356.5415	1723734.8616	N38.68226271	W96.55882765
63	130319.8069	1723553.8596	N38.68216976	W96.55946365
64	130279.6682	1723745.0722	N38.68205122	W96.55879617
65	130240.2343	1723540.1310	N38.68195191	W96.55951617
66	130314.2892	1723526.3745	N38.68215582	W96.55956023
67	130196.7803	1723767.0502	N38.68182270	W96.55872382
68	130162.3548	1723545.5755	N38.68173786	W96.55950144
69	130236.9515	1723521.3702	N38.68194372	W96.55958206
70	130117.0859	1723777.6154	N38.68160345	W96.55869125
71	130084.6234	1723609.0810	N38.68152169	W96.55928335
72	130073.9114	1723557.3951	N38.68149454	W96.55946497
STATE PLANE COORDINATES (UNADJUSTED) KANSAS NORTH ZONE 1501, NAD 1983, US SURVEY FEET			LATITUDE & LONGITUDE DECIMAL DEGREES	

Application for Cabin Site Transfer
COUNCIL GROVE CITY LAKE

Site Number: B-8 Date: Feb. 15, 2021

Name of Transferee: Craig, A. McNeal Trust

Address: 112 Lakeshore Drive

City: Council Grove State KS Zip Code 66846

Telephone Number: 785/366-6208

Name of Transferor: ~~_____~~ Janice L. Lawton

=====
OFFICE USE ONLY BELOW THIS LINE
=====

Septic tank checked: August 26, 2020

The above application is approved:

this 25th day of February, 2021

Signed James Masto
Building Inspector

2ND

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 18th day of January 2021, by and between the City of Council Grove, Kansas, a municipal corporation, hereinafter referred to as the "City" or "Lessor" and Craig A McNeal Living 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 B, Lot B - 8, 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: Craig Mc Neal

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.

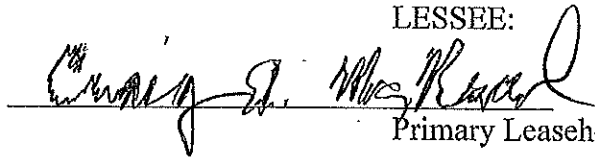
CITY OF COUNCIL GROVE, KANSAS

By: _____
Mayor _____

ATTEST:

City Clerk

LESSEE:


Primary Leaseholder

Lessee

Lessee

Address to which Primary Leaseholder authorizes Notices:

112 Lakeshore Dr.

Council Grove, KS 66846

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

112 Lakeshore Dr.

Council Grove, KS 66846

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 Craig A. McNeal Living Trust

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 B, Lot B - B, to Morris County, Kansas, 66846, including but not limited to: Water well & well equipment, septic system, all buildings, 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 15th day of February, 2021.

John Lawton

Janice L. Lawton

STATE OF Kansas, Morris

COUNTY, ss.

BE IT REMEMBERED, That on this 15th day of February, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Janice L. Lawton and John Lawton 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.

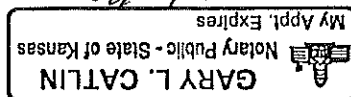
IN TESTIMONY THEROF, I have hereunto set my hand and affixed my notary seal on the day and year last above written.



www.CGLakeside.net 08/06/2021

Gary L. Catlin

Notary Public





SEPTIC SYSTEM INSPECTION RESULTS

Section: B Site: B-8 Date: August 26, 2020

Address: 112 LAKESHORE DRIVE

Septic System Type: Anaerobic: (X)

Aerobic (ATU/AWTDS): ()

Septic Tank Capacity: 500 GALLONS

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

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

Pumped By: GLENN SISSION Date: 8-26-2020

Inspected By: JAMES MASTERS Date: 8-26-2020

Inspected By: _____ Date: _____

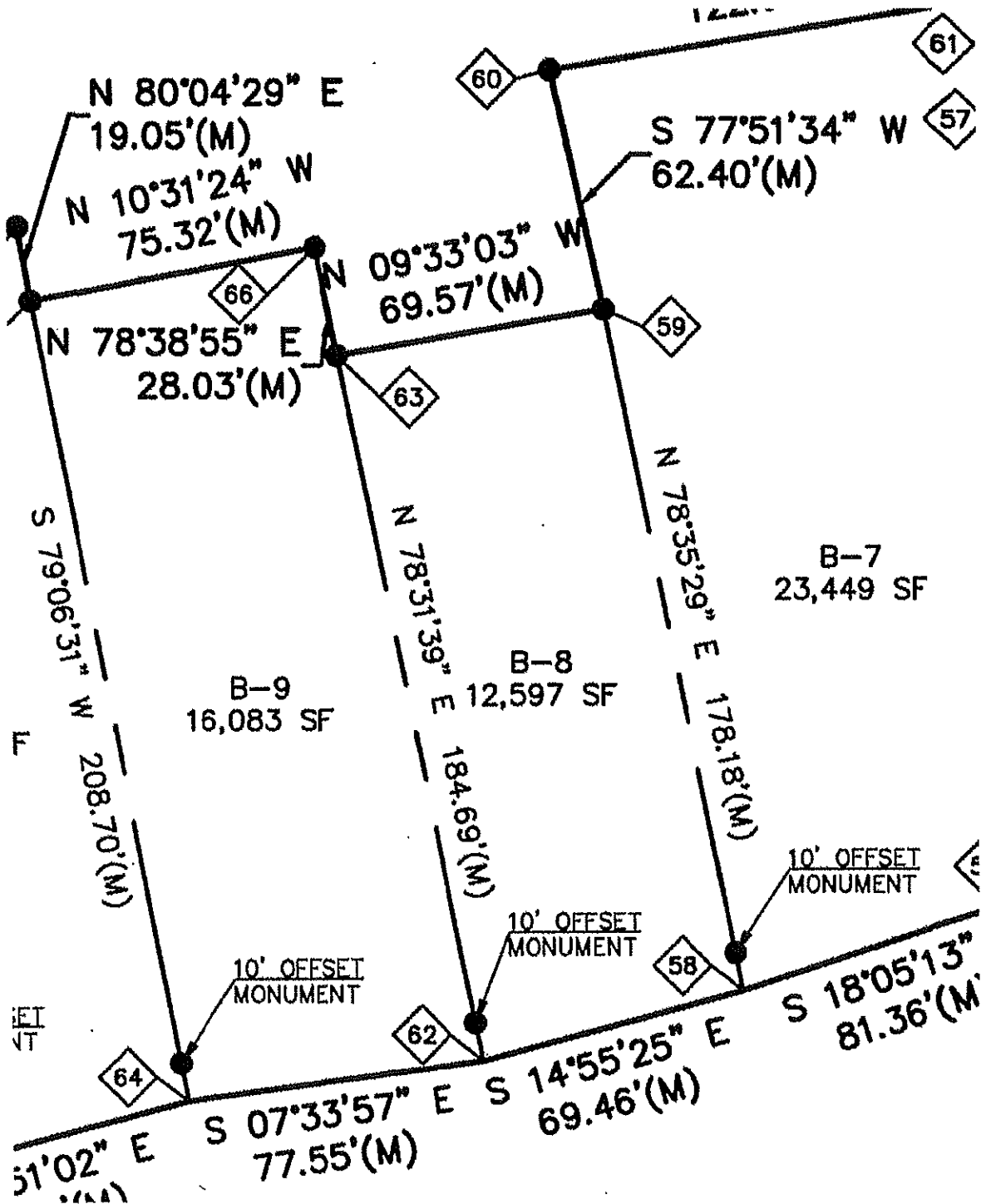
Septic System Approved: Yes: (X) No: ()

Comments: Tank lid is under fake rock. Grinder pump is located in the basement.

Sincerely,

James Masters
City Inspector

ROAD ACCESS SIDE



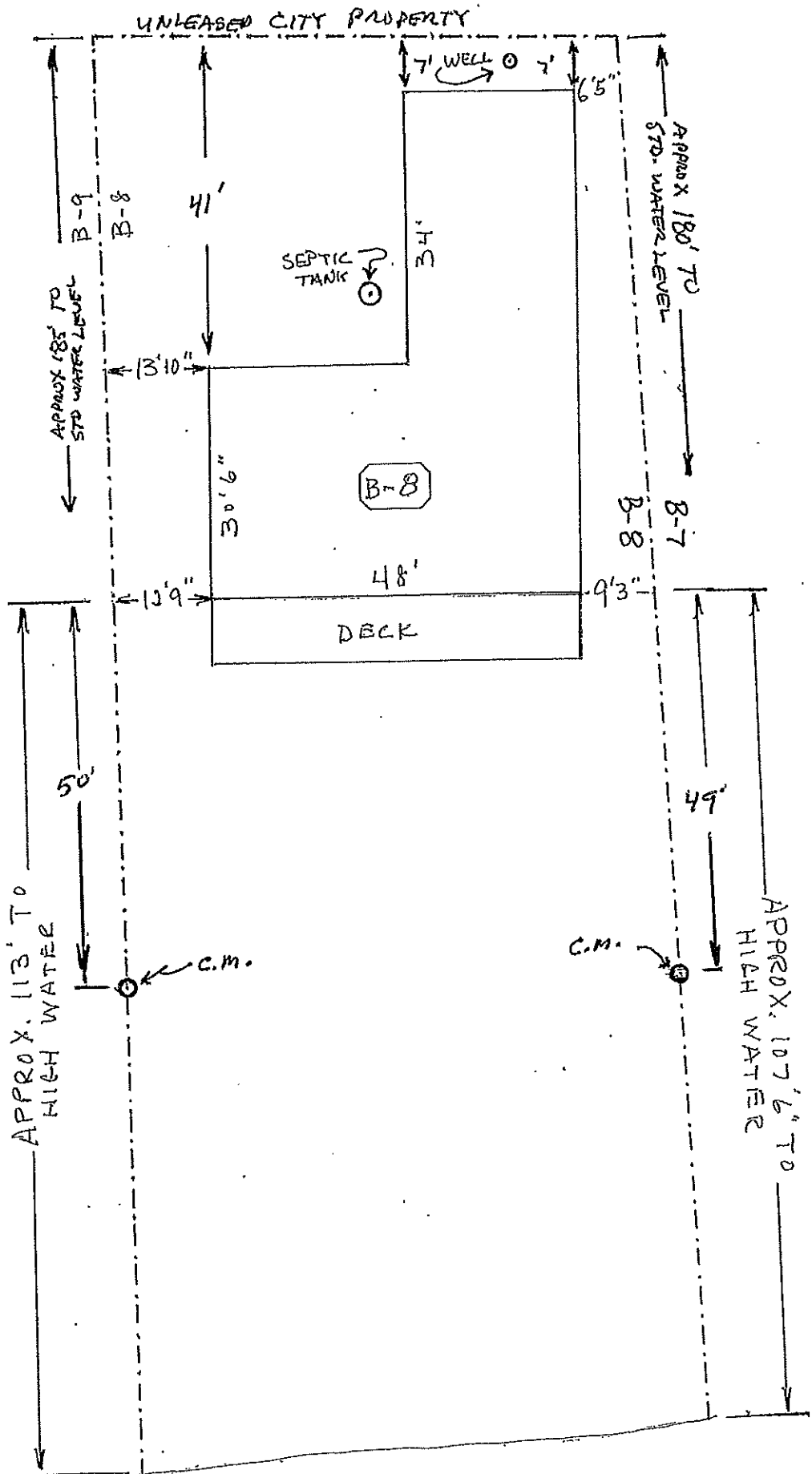
LAKE ACCESS SIDE

BOUNDARY CORNER COORDINATES				
◇	NORTHING	EASTING	LATITUDE	LONGITUDE
32	131165.4499	1723642.3919	N38.68448749	W96.55910644
33	131075.3356	1723665.4303	N38.68423909	W96.55903077
34	131077.6909	1723528.1359	N38.68425155	W96.55951152
35	131071.5725	1723489.9484	N38.68423642	W96.55964562
36	131147.7433	1723480.5973	N38.68444594	W96.55967413
37	130996.2790	1723676.8230	N38.68402155	W96.55899527
38	130972.9067	1723528.8932	N38.68396385	W96.55951471
39	130960.1774	1723450.1381	N38.68393234	W96.55979126
40	131063.0781	1723437.7828	N38.68421538	W96.55982881
41	130897.1913	1723684.1927	N38.68374920	W96.55897498
42	130889.6286	1723535.4922	N38.68373493	W96.55949623
43	130825.5681	1723694.0841	N38.68355213	W96.55894433
44	130812.5855	1723521.3335	N38.68352404	W96.55955012
45	130810.9359	1723492.7968	N38.68352076	W96.55965016
46	130887.4065	1723490.2351	N38.68373081	W96.55965487
47	130748.3773	1723705.4778	N38.68333972	W96.55890872
48	130739.6650	1723528.5618	N38.68332353	W96.55952887
49	130665.4194	1723695.3141	N38.68311241	W96.55894895
50	130666.2278	1723476.8336	N38.68312418	W96.55971414
51	130666.0809	1723458.2768	N38.68312458	W96.55977914
52	130736.2136	1723457.3825	N38.68331716	W96.55977837
53	130593.3116	1723697.8623	N38.68291434	W96.55894404
54	130585.0764	1723481.8867	N38.68290117	W96.55970096
55	130584.8845	1723477.5832	N38.68290083	W96.55971604
56	130501.0018	1723691.7134	N38.68266119	W96.55897072
57	130495.5025	1723489.2718	N38.68265493	W96.55968008
58	130423.6581	1723716.9738	N38.68244775	W96.55888656
59	130388.4138	1723542.3160	N38.68235862	W96.55950026
60	130375.2894	1723481.3070	N38.68232525	W96.55971468
61	130496.0655	1723461.8752	N38.68265767	W96.55977601
62	130356.5415	1723734.8616	N38.68226271	W96.55882765
63	130319.8069	1723553.8596	N38.68218976	W96.55946365
64	130279.6682	1723745.0722	N38.68205122	W96.55879617
65	130240.2343	1723540.1310	N38.68195191	W96.55951617
66	130314.2892	1723526.3745	N38.68215582	W96.55956023
67	130196.7803	1723767.0502	N38.68182270	W96.55872382
68	130162.3548	1723545.5755	N38.68173786	W96.55950144
69	130236.9515	1723521.3702	N38.68194372	W96.55958206
70	130117.0859	1723777.6154	N38.68160345	W96.55869125
71	130084.6234	1723609.0810	N38.68152169	W96.55928335
72	130073.9114	1723557.3951	N38.68149454	W96.55946497
STATE PLANE COORDINATES (UNADJUSTED) KANSAS NORTH ZONE 1501, NAD 1983, US SURVEY FEET			LATITUDE & LONGITUDE DECIMAL DEGREES	

↑
↑
↑
↑

B-8

1 in. = 20 FT.
DO NOT SCALE
DRAWING



RESOLUTION _____

WHEREAS, City of Council Grove, Morris County, Kansas, pursuant to the authority provided in K.S.A. 12-17, 144 et seq., wishes to participate in a plan to assist the revitalization of certain designated properties with the boundaries of the City of Council Grove;

and

WHEREAS, following notice duly published as required by law, a public hearing was held on the 2nd day of February, 2021 to consider adoption of a Neighborhood Revitalization Plan for all of the area and territory lying within the corporate limits of Morris County, the City of Council Grove and the Unified School District No. 417, Morris County, Kansas; and

WHEREAS, following said public hearing, the Board of County Commissioners of Morris County, Kansas, acted to approve and adopt the proposed Revitalization Plan for Morris County, Kansas;

NOW, THEREFORE, BE IT RESOLVED By the City of Council Grove, Morris County, Kansas, that said City does hereby opt to participate in the Neighborhood Revitalization Plan for Morris County, Kansas.

BE IT FURTHER RESOLVED that the Mayor and City Administrator shall be and is hereby is authorized to execute such documents as may be necessary to effectuate such participation, including but not limited to entering into and amending any interlocal agreement with Morris County and Unified School District NO. 417 that may result from such participation.

PASSED AND APPROVED ON THIS 16th DAY OF February 2021 BY THE CITY OF COUNCIL GROVE, KANSAS.

Larry Siegrist, Member

Keith Wessel, Member

Mark Berner, Member

Sharon Haun, Member

Mark Brooks, Member

Jason Booker, Member

ATTEST:

Nick Jones
City Clerk

Debi Schwerdtfeger
Mayor

INTERLOCAL COOPERATION AGREEMENT
RELATING TO ADMINISTRATION OF NEIGHBORHOOD REVITALIZATION PLAN
FOR TAXING DISTRICTS WITHIN MORRIS COUNTY, KANSAS

This Agreement made and entered into as of the ____ day of _____, 2021, by and between the County of Morris, State of Kansas, a Municipal Corporation, herein called "COUNTY", and following municipalities as defined in K.S.A. 10-1101 and the amendments thereto, all of which are located, in whole or in part, in Morris County, Kansas to wit:

CITIES: Council Grove

UNIFIED SCHOOL DISTRICT: No. 417

All of whom will be collectively referred to herein as "MUNICIPALITIES."

WITNESSETH:

WHEREAS, each and all of the parties hereto is a "municipality as defined in K.S.A. 10-1101 and each and all of the parties hereto has adopted the same Revitalization Plan pursuant to the Kansas Neighborhood Revitalization Act as set forth in K.S.A. 12-17,114 et. seq.: and

WHEREAS, K.S.A. 12-17, 119 specifically authorizes two or more municipalities to cooperate with each other in the administration of Revitalization Plans adopted by them as provided in the Interlocal Cooperation Act as set forth in K.S.A. 12-2901 et seq.; and

WHEREAS, the Revitalization Plan of the parties hereto can be more efficiently and economically administered by a single administrator and the parties hereto acknowledge and agree that the COUNTY is the best qualified and equipped of the parties hereto to act as the sole administrator for the parties' Plan;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein stated, the COUNTY and MUNICIPALITIES hereby COVENANT AND AGREE as follows:

1. COUNTY TO ADMINISTER ALL REVITALIZATION PLANS. Each and all of the MUNICIPALITIES hereby employ and engage the COUNTY to administer each and all of their individual Plans concurrently with the COUNTY'S administration of its own Plan, at the COUNTY'S sole expense, with the COUNTY to provide all personnel, materials, and equipment necessary and required to administer all of such Plans.
2. COUNTY'S COMPENSATION FOR ADMINISTERING REVITALIZATION PLANS. In consideration for the administration of the Plans as of each and all of the MUNICIPALITIES, and to reimburse the COUNTY for all expenses incurred in connection with such administration, the COUNTY will receive a \$100.00 application fee per application. Said fee will go into the County General Fund and remain with the County.

3. TERM OF CONTRACT. This Contract shall begin on February 3, 2021. (a) Unless sooner terminated as provided in subparagraph (b) the terms and provisions of this contract shall remain in full force and effect for as long as the individual parties hereto shall have the presently existing Revitalization Plan. (b) EARLY TERMINATION. The provisions of subparagraph (a) above to the contrary notwithstanding, if the COUNTY or any one or more of the MUNICIPALITIES shall elect to terminate this contract at any time prior to the termination provided for in (a) last above, then any such party desiring to terminate, shall serve written notice of such termination upon all of the other parties to this contract not less than twelve (12) months prior to date on which termination is to become effective.

IN WITNESS WHEREOF, the parties have hereunto caused this contract and agreement to be duly executed by their officers as of the day and date first above written with such execution being completed in counter-parts, each of which is executed by the COUNTY, and the original of which, as fully executed by all parties hereto, shall be filed in the office of the County Clerk of Morris County, Kansas, for the use and benefit of all of the parties.

Adopted this _____ day of _____, 2021 by the Board of County Commissioners of Morris County, Kansas.

BOARD OF COUNTY COMMISSIONERS
OF MORRIS COUNTY, KANSAS

David L. Fox, Chairman

Wayne Kohler, Member

Jim Barber, Member

ATTEST:

Chelsey Schmidt
County Clerk

INTERLOCAL COOPERATION AGREEMENT
RELATING TO ADMINISTRATION OF NEIGHBORHOOD REVITALIATION PLAN
FOR TAXING DISTRICTS WITHIN MORRIS COUNTY, KANSAS

PASSED AND APPROVED ON THIS _____ DAY OF _____, 2021 BY THE
CITY OF COUNCIL GROVE, KANSAS.

Larry Siegrist, Member

Keith Wessel, Member

Mark Berner, Member

Sharon Haun, Member

Mark Brooks, Member

Jason Booker, Member

ATTEST:

Nick Jones
City Clerk

Debi Schwerdtfeger
Mayor

INTERLOCAL COOPERATION AGREEMENT
RELATING TO ADMINISTRATION OF NEIGHBORHOOD REVITALIATION PLAN
FOR TAXING DISTRICTS WITHIN MORRIS COUNTY, KANSAS

PASSED AND APPROVED ON THIS _____ DAY OF _____, 2021 BY
THE UNIFIED SCHOOL DISTRICT NO. 417.

Scott Bankes, Member

Marie Blythe, Member

Adam Dirks, Member

Deidre Knight, Member

Mary Kay Myers, Member

TinaRae Scott, Member

Terry Powell, President

Attest: Bryce Johnson, Clerk

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MORRIS COUNTY, KANSAS

In the Matter of the Adoption of a Neighborhood Revitalization Plan

REVITALIZATION PLAN

The Board of County Commissioners of Morris County, Kansas, (herein after "Governing Body") pursuant to the Kansas Neighborhood Revitalization Act, K.S.A. 12-17, 114 et.seq., does hereby adopt a Neighborhood Revitalization Plan (herein after "Plan") for the County and the following cities and school districts within the County of Morris: Cities - Council Grove, School Districts – 417.

FINDINGS:

Pursuant to K.S.A. 12-17-116, the Governing Body Finds:

1. The population of Morris County was 5,566 in 2019. The population of Morris County was 5,645 in 2015. The population of Morris County was 5,923 in 2010. The population has steadily declined over 9 years.
2. The current median age in Morris County is 46.6. The median age in Kansas for the year 2019 was 36.7.
3. Persons in Morris County 65 and over is 24% of the population in 2015. This is up from 22.3% of the population in 2010. Persons in Morris County under 18 is 20.8% of the population in 2015. This is down from 21.5% of the population in 2010.
4. Current household median income in Morris County is \$55,658. The current household median income in Kansas is \$59,597. (Source U.S. Census Bureau 2019)
5. A good measure of the health of the retail sector in Morris County is the retail pull factor. This measures per capita sales tax collections in terms relative to the surrounding areas. The pull factor is the County per capita sales tax divided by the state per capita sales tax. A pull factor greater than 1.0 means that retail business is being attracted into the County. A value less than 1.0 means retail business is being lost to other areas. Morris County's pull factor was .58 in 2014, a ranking of 84th of the state's 105 counties. (source Kansas Department of Revenue).

The above findings show that Morris County's population is decreasing, getting older and earning less than the median in Kansas and has less retail activity than the majority of other counties.

Therefore, the Governing Body finds that the economic welfare of its citizens is at risk and that the conditions as described in K.S.A. 12-17,115(c) exist in the entire County of Morris as a single unit and that the rehabilitation, conservation and redevelopment thereof is necessary to protect the public welfare of the residents of the County of Morris.

**MORRIS COUNTY TAX REBATE PROGRAM
(under the Neighborhood Revitalization Plan)**

The tax rebate will be of a length of five (5) years. Rebates will be figured on the County mill levy and the mill levy of any other municipality participating in this plan by interlocal agreement.

1 st Year	-	100% Rebate
2 nd Year	-	100% Rebate
3 rd Year	-	100% Rebate
4 th Year	-	100% Rebate
5 th Year	-	100% Rebate

On the sixth (6th) Year and each year thereafter, the property owner would be paying the full tax.

A minimum increase of \$25,000 dollars in appraised valuation is required to participate.

A \$100.00 non-refundable application fee will be charged by the County to cover office time and administration.

Rebates will apply to rehabilitation of existing structures, additions, to existing structures and new constructions of commercial property only.

Mixed use property will be eligible real property for the plan, but limited to the following three areas.

- a. Council Grove; property fronting Main Street from Belfry Street East to the Neosho River.
- b. White City; property fronting MacKenzie Street from 5th Street East to Commercial Street.
- c. Dwight; property fronting Main Street from 8th Street East to 6th Street.

1. LEGAL DESCRIPTION OF AREA IN PLAN.

The real estate forming the boundaries of the area included within the plan is that description of Morris County, Kansas, as set forth in K.S.A. 18-164 and such statute is adopted herein by reference. Maps depicting the existing parcels of real estate covered by this plan have been prepared and are on file in the Office of the County Appraiser of Morris County and the same are adopted as a part of the plan by reference.

2. NAMES AND ADDRESSES OF OWNERS.

A list of the names and mailing addresses of the Owners on record of the real estate included within the Plan, constitutes a part of the records in the office of the County Appraiser of Morris County, and such list is adopted in and made a part of this Plan by reference.

3. ZONING CLASSIFICATIONS.

The existing zoning classification and zoning district boundaries and the existing land uses within the area included in the Plan (exclusive of those cities within the County of Morris which have not adopted zoning plans and ordinances) are as set forth in the official zoning maps, records, resolutions and ordinances of the County of Morris and the cities of Council Grove.

4. MUNICIPAL SERVICES.

The Plan does not include proposals for improving or expanding municipal services as described in K.S.A. 12-17, 117(a)(5) and, if any proposals for any such improvements or expansions of municipal services are hereafter proposed by the Governing Body, then any such proposal will be prepared and considered independently of this Plan.

5. REAL PROPERTY ELIGIBLE.

All *commercial* real property and all *commercial* improvements both new construction and rehabilitation of and additions to existing buildings thereon situated in the designated areas as outlined in paragraph 1 above within the County of Morris are eligible to apply for Revitalization under the Plan. *Mixed use property* is also eligible under the plan in the limited geographical areas defined on page 2.

6. CRITERIA FOR DETERMINATION OF ELIGIBILITY.


- A. "Structure" means construction of new commercial real estate to which building additions, remodeling, renovations, improvements and permanent fixtures are assimilated to the existing properties.

- B. Any structure, which does not lend itself to obvious inclusion within the above meaning, should be cleared with the offices of the Morris County Appraiser prior to application.
- C. There will be an open application period for program participants, beginning February 3, 2021. Those applications approved during the open application period will continue to receive the tax rebate for the full five (5) years following completion of the project. To qualify for the rebate construction of an improvement shall only begin after final approval of the application.
- D. To be eligible for any tax rebates under this plan:
 - a. Parts 1 and 2 of the Application for Tax Rebate must be completed in full and filed with the office of the Morris County Appraiser, including the payment of a non-refundable \$100.00 fee.
 - b. Prior to the commencement of all new construction and all improvements to existing properties, an inspection of the site of the project shall have been completed by the office of the Morris County Appraiser to establish the base line valuation between non-qualifying portions and the eligible portions under this Plan:
 - c. Part 3 of the Application for Tax Rebate must be completed and filed with the office of the Morris County Appraiser no later than the 1st day of December of the year prior to the first year an eligible tax rebate is available:
 - d. There shall be no exceptions granted for noncompliance with this paragraph.
- E. The minimum investment for eligibility in order to receive a tax rebate for commercial new construction or improvement to existing properties is a \$25,000.00 increase in appraised valuation which must be established by the County Appraiser; the project must be classified and taxable as real estate.
- F. New construction as well as improvements to existing properties must be in compliance with all applicable building permit requirements; building codes and zoning regulations in effect within its location at the time the improvements begin. Tax rebates may be denied or terminated for noncompliance with this paragraph.
- G. No applicant having delinquent real, personal or special assessment taxes due in Morris County will be eligible for this program. In the event any such taxes are not timely paid and become delinquent during the five (5) year period, all-current and future tax rebates shall be forfeited in full. ***If property taxes are being appealed or in the appeal process, no rebate will be given for the year being appealed until the appeal process is finalized.***
- H. Once a project application for new construction or improvements to an existing property has been approved, no modifications to that project shall be allowed for additional benefits under this Plan. Only one (1) application per property will be eligible in any twelve (12) month period.

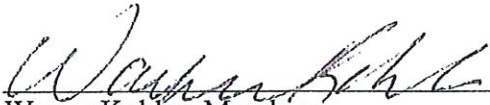
- I. All tax rebates are subject to the approval of this Plan by each taxing unit. See the Morris County Clerk for taxing units, which have adopted the Tax Rebate Plan of the Neighborhood Revitalization Plan.
- J. All tax rebates under this Plan shall be based on the tax increase from the assessed valuation; will be paid commencing in the first calendar year following assessed valuation *on the completed project* and may change upward or downward depending on the change in applicable mil levies.
- K. All tax rebates under this plan shall be made only from the resulting increase in ad valorem taxes generated and collected by reason for the new construction or improvements to existing properties and may not equal the amount of the actual dollars spent. Example a \$25,000.00 improvement to an existing property may add only \$8,000.00 to the appraised market value of the property; thus not meeting the threshold of \$25,000.00 increase in appraised valuation or \$30,000.00 actually spent may only increase the appraised valuation \$25,000.00 dollars. Thus the tax rebate will be based on the \$25,000.00 increase in appraised value and not on the \$30,000.00 actually spent.
- L. All tax rebate benefits under this Plan shall transfer with a change of ownership of qualifying property.
- M. Upon payment of the real estate tax for the subject property for the initial and each succeeding year period extending through the specified rebate period, and within a thirty (30) day period following the second (2nd) half tax due date, the tax rebate will be made by the County Treasurer of Morris County in conjunction with the other taxing units participating in an Inter-Local Agreement.
- N. New construction and improvements to existing properties must be completed within two (2) years of the date of application. Should the project not be completed on January 1, of the year following commencement of the project, no tax rebate will be issued until final completion of the project.
- O. No amount levied by a uniform state statute or those levies to pay for "special improvements" shall be eligible for rebate.
- P. Final approval of each application will be made by the Board of County Commission, Morris County, Kansas.

The above amendment to the plan adopted on the 23rd day of Feb., 2021

COUNTY OF MORRIS, STATE OF KANSAS
BY: THE BOARD OF COUNTY COMMISSIONERS



David L. Fox, Chairman



Wayne Kohler, Member



Jim Barber, Member



CITY OF COUNCIL GROVE · 205 UNION STREET · PO BOX 313

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Streets and Parks Committee Recommendations

The Streets and Parks Committee Recommends the appointment of Dale Everett to Maintenance Worker at a pay rate of \$14.25 an hour. Appointment is contingent on passing a physical and drug/alcohol screening.



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Streets and Parks Committee Recommendations

The Streets and Parks Committee Recommends the following appointments:

- Rodney Yowell from Mechanic to Foreman at a pay rate of \$18.00 an hour.
- Allen Blosser from Maintenance Worker to Mechanic at a pay rate of \$16.50 an hour.

Position Changes and New Pay Rates will be effective starting March 3rd, 2021.



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Utilities Committee Recommendations

The Utilities Committee recommends the appointment of Michael Stover to Water Department Apprentice at a pay rate of \$14.00 an hour. Appointment is contingent on passing a background check, physical, and drug/alcohol screening.