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Leasing Agreement

Fort Hays Kansas State College

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L E A S E

This indenture, made this 4th day of June, 1936, between the Fort Hays Kansas State College, party of the first part, and the Fort Hays Experiment Station, party of the second part, both of Ellis County, Kansas,

WITNESSETH, That the party of the first part does hereby demise and lease unto the said party of the second part the following real property, all lying in Township Fourteen (14) South, Range number Eighteen (18) West. in Ellis County, Kansas, as follows:

- a. The Northwest quarter (NW $\frac{1}{4}$) of Section Eight (8) -
Later referred to in this lease as Parcel No. 1
- b. The Southwest quarter (SW $\frac{1}{4}$) of Section Eight (8) -
Later referred to in this lease as Parcel No. 2
- c. The North ninety four (94) acres of the Northwest quarter (NW $\frac{1}{4}$) of Section Seventeen (17) -
Later referred to in this lease as Parcel No. 3.

to hold the premises hereby demised unto the said party of the second part for a term of five years, beginning on the first day of August, 1936, and ending on the first day of August, 1941, with the single exception, that the plowed land in Parcel No. 1, consisting of the south 90 acres of said Parcel No. 1, is demised and leased for a period of ten years, that is, from August 1, 1936 to August 1, 1946.

Said parties covenant and agree (1) that the north 70 acres, or grass area, of Parcel No. 1, as heretofore described, shall be used by said second party for pasture purposes only, without tillage, for the five year period of this lease and without direct rental charge. It is understood this rental is offset by the investment in and the depreciation on the tools and implements owned by the party of the second part, and used in the operations necessary for the control and eradication of bind weed on other parcels

included in this lease and from which crop rentals are paid by the second party to the party of the first part,

(2) That the south 90 acres, or plow land, of Parcel No. 1, as heretofore described shall be used by said second party only for experimental purposes in the control and eradication of bind weed and without direct rental charge for the ten year period herein set forth. It is agreed by said second party that at the close of said period of ten years that the 90 acres of said parcel No. 1, shall be returned to said first party as nearly free from bind weed as practicable and at no cost to said first party.

(3) That all the tillable land on Parcel No. 2 and on Parcel No. 3, as heretofore described, shall, each year during the period of this lease, be cultivated in a good, careful and proper manner by the party of the second part for one or the other of these purposes:

- a. Control and eradication of bind weed
- b. Production of crops

It is agreed by both parties to this lease that early in each year of its duration a representative of each party shall, by mutual agreement, divide said parcels of land into areas to be used for one or the other of aforesaid purposes, and for those areas to be cultivated for the control and eradication of bindweed these said representatives shall throughout the season mutually agree on the time, rate, frequency and methods of cultivation for the control and eradication of bindweed on the said designated areas.

It is furthermore agreed by both parties hereto that the party of the first part shall furnish the oil and fuel for power necessary to said operations on said areas for the control and eradication of bind weed and that the party of the second part shall furnish all other requirements, including labor, tools and equipment for said operations. Both parties

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understand and agree that the purpose is to eradicate bind weed from Parcel No. 2 and from Parcel No. 3 within the period of time covered by this lease, by the process of tillage or such other methods as may be determined.

It is also agreed by both parties hereto that in case of disagreement arising between them concerning any matter or matters set forth in this item No. 3, or related thereto, that the state business manager or his authorized representative, shall arbitrate said disagreement, and his decision in such matter or matters shall be final.

(4) That except as limited by agreements hereinbefore made respecting the control and eradication of bind weed the said party of the second part shall have full tenant rights in the operation and control of Parcel No. 2 and Parcel No. 3, and said second party agrees to pay to said first party one-third of all crops grown on said parcel No. 2 and Parcel No. 3 and to make delivery of same as directed by said first party, but to no greater distance than the nearest regular market.

(5) It is mutually agreed between both parties to this lease that all the agreements herein made (excepting only those affecting the south 90 acres of Parcel No. 1, which shall not be disturbed without the consent of the party of the second part) shall in no way interfere with, nor prohibit the leasing by the party of the first part hereof, of any or all of said lands for oil or mineral development or production, and the execution and operation of said lease, but any pecuniary loss sustained by the party of the second part in any such activities shall be returned to said second party by the first party to this lease.

And it is furthermore agreed by both parties to this lease that all lands included therein (except only the south 90 acres of Parcel No. 1)

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shall be subject to cooperation with the Federal Agriculture Adjustment Act whenever either party to this lease determines to participate in such cooperation and in that event both parties agree to be bound by such a decision and to participate in such agricultural adjustment cooperation.

In witness whereof, the said parties have hereunto set their hands and caused these presents to be executed in duplicate this 4th day of June, 1936.

Fort Hays Kansas State College, Hays, Kansas

(signed) by C. E. Rarick
Party of the first part

Fort Hays Experiment Station, Hays, Kansas

(signed) by L. C. Aicher
Party of the second part

Approved - Date July 14, 1936

(signed) Benj. Franklin
State Business Manager