

Fort Hays State University

FHSU Scholars Repository

Buildings & Facilities

Campus History Collections

July 2022

Tentative Lease between Kansas Frontier Historical Park and the Fort Hays Country Club

Fort Hays Kansas State College

Follow this and additional works at: <https://scholars.fhsu.edu/buildings>

Recommended Citation

Fort Hays Kansas State College, "Tentative Lease between Kansas Frontier Historical Park and the Fort Hays Country Club" (2022). *Buildings & Facilities*. 332.

<https://scholars.fhsu.edu/buildings/332>

This Document is brought to you for free and open access by the Campus History Collections at FHSU Scholars Repository. It has been accepted for inclusion in Buildings & Facilities by an authorized administrator of FHSU Scholars Repository.

KANSAS FRONTIER HISTORICAL PARK

Hays, Kansas
March 6, 1936

Mr. C. M. Harger, Pres. F. D. Farrell, Mrs. F. W. Boyd, and
Mr. Kirk Mechem:

You will find enclosed copy of a tentative lease from
the Kansas Frontier Historical Park to the Fort Hays Country Club.

I wish you would look this over and if you approve the
terms of the lease, please let me know and I will execute same as
Chairman of the Board of Managers.

I think you understand this is almost the identical form
in which the lease has been drawn in previous years except as to
the amount of annual rental. The present lease provides for \$50.00
annual rental payable in cash or in labor. If the amount is paid in
cash it will have to be remitted to the State Treasurer and cannot
be used until it is reappropriated by the legislature, as I under-
stand it. We need to have a great deal of work done in the park and
this would permit the park receiving the benefit of the rental at
once.

The point in contention has been as to whether or not the
tenants had paid their rental several years in advance under the terms
of the former lease which permitted them to make improvements which
were to be applied on the rental. I contended this had not been done
except in part and the amount of rental agreed upon here is a compromise
which I believe we are warranted in accepting.

Please let me know your wishes in regard to this matter.

Sincerely yours,

C. E. Rarick
Chairman
Park Board of Managers

wa

991-01-09

LEASE

This agreement made and entered into this 1st day of January, 1936, between the Board of Managers of the Kansas Frontier Historical Park, of the State of Kansas, party of the first part, and the Fort Hays Country Club, of Hays, Kansas, party of the second part,
Witnesseth:

That said party of the first part, in consideration of the rental herein specified, does hereby let and lease to the said party of the second part, the following described real estate in Ellis County, Kansas, the said land being more particularly described as:

Forty and three tenths (40.3) acres of land, more or less, in the Northeast corner of the Northeast Quarter (NE $\frac{1}{4}$) (This is in reality the Southeast Quarter) of Section Five (5), Township Fourteen (14), Range Eighteen (18), Ellis County, Kansas, within the boundary as established for the State Park.

It is further understood and agreed by and between the parties of this contract that the following shall constitute the terms of this lease:

1. That the party of the second part shall pay to the party of the first part an annual rental of fifty dollars (\$50.00), in cash or labor.
2. That this agreement shall be effective for a period of one year from and after January 1, 1936, and may be renewed for additional periods as mutually agreed to by the parties hereto. Furthermore, if either party hereto plans to withdraw from this relationship it is mutually agreed that written notice of such intention be served on the other party on or before January 1st of any year at least one year prior to the date set for the party of the second part to vacate the premises, unless said party of the second part violates the terms of this lease, otherwise this agreement continues in force.
3. That the Fort Hays Country Club is to make necessary minor repairs from time to time to the Blockhouse and preserve from destruction the old Guardhouse.
4. That the Country Club is to have the privilege of using the Blockhouse but no additions or alterations shall be made without the consent of the Board of Managers.
5. That the fence along the highway be kept in repair by and at the expense of the Country Club.
6. That the Country Club may plant trees and shrubbery and build foot bridges across the ravine, subject to approval of general plans for same by the Board of Managers. The Country Club may construct fairways, greens, sand traps, bunkers and other hazards necessary for a modern golf course.
7. That the privilege of the Country Club is to be exclusive as to the portion of the grounds comprising the golf links, but that parties desiring to visit buildings of historic interest of the old fort are privileged to do so. And providing further, that the right of entry upon any of this property by representatives of the Frontier Park of Managers is retained by said board for the purpose of building and maintaining suitable markers that do not obstruct the fairways for points of historic interest on the property covered by this lease.

It is further understood and agreed by and between the parties hereto that at the termination of this relationship that the party of the second part shall have the right to remove any and all fences constructed by said party, under the provisions of this lease, as well as any buildings erected by said party which can be removed without material damage or injury to the leased premises.

BOARD OF MANAGERS

(signatures)

BOARD OF DIRECTORS FT. HAYS COUNTRY CLUB

(signatures)

991-01-09