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Final Draft of the Lease Agreement between The Park Board and the Country Club

Fort Hays Kansas State College

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Recommended Citation

Fort Hays Kansas State College, "Final Draft of the Lease Agreement between The Park Board and the Country Club" (2022). *Buildings & Facilities*. 375.

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L E A S E

Park

THIS AGREEMENT made and entered into this 30th. day of June, 1931, 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 rents 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:

SE 1/4 - Sect. 7
Forty and three tenths (40.3) acres of land in the North-east corner of the Northeast Quarter (NE 1/4) of Section Five (5), Township Fourteen (14), Range Eighteen (18), Ellis County, Kansas.

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. Lease to include forty and three tenths (40.3) acres of land as now fenced, and in use as the Hays Golf Course.
2. Terms of lease to be one (1) year at an annual rental of One Hundred Twenty Five Dollars (\$125.00).
3. Country Club to keep in repair the Blockhouse and preserve from destruction the old Guard House.
4. The ground is to remain fenced as at present on lines as originally surveyed by the County Engineer in 1921.
5. The fences last mentioned to be kept in repair by and at the expense of the Country Club.
6. Country Club to have the privilege of using the Blockhouse but no additions or alterations shall be made without the consent of the Board of Managers.
7. Country Club to be held responsible for any damage or loss by fire caused by grass fire spreading to adjacent property.
8. Privilege of Country Club to be exclusive as to that portion of the grounds comprising the golf links, but parties desiring to visit buildings of historic interest on the old Fort Hays parade grounds must be privileged to do so.
9. It is further understood and agreed by and between the parties of this contract that upon the termination and expiration of this lease and contract, or any renewal thereof, that said party of the second part shall have the right to remove any and all fences constructed by it, under the provisions of this lease, as well as any buildings erected by said second party, that can be removed without material damage or injury to the leased premises.

IT IS FURTHER understood and agreed by and between the parties of this contract that the State of Kansas is not bound in anyway by the terms of said contract and that the same may be revoked at the pleasure of the Board of Managers.

BOARD OF MANAGERS

W.A LEwis, Chairman

Kathryn O'Loughlin, Secretary

Parties of the First Part

FORT HAYS COUNTRY CLUB

Arthur Hemphill, President

Frances Nickles, Secretary

Parties of the Second Part

991-01-09