



Terms and Conditions of Lease - Property #57 - 113 +/- Acres

The brief legal description for this property is A tract containing 113 acres, more or less, in S17, T32, R16 AND S20, T32, R16, Montgomery County, KS and is being offered via sealed bid for hunting lease. The maximum allowable number of hunters at any one time on this tract is 2 except for the hunting of waterfowl.

The hunting and fishing activities on the property shall not take precedence over agricultural activities. It is understood that agricultural and grazing activities on the subject parcel could interfere with hunting activities at times. Both the agricultural and hunting tenants are encouraged to communicate in an effort to not interfere with their respective activities.

Term of lease: This lease shall run from April 1st, 2024 to March 1st, 2025. I understand that if I am the winning bidder, I will need to pay the annual lease amount in full on the day the lease agreement is signed.

Renewal: This lease expires on March 1st, 2025 and is not renewable unless agreed to in writing by all parties.

Allowable uses: Hunting and fishing of all legal game and fish species in the State of Kansas other than those hunted at night. There shall be no trapping on the property unless agreed to by the landowner.

Night hunting: No night hunting or fishing activities are allowed on the premises.

Type of weapon allowed: Any weapon deemed legal for the harvest of game animals in the State of Kansas. There is to be no shooting of firearms within 200 yards of any occupied building or residence.

Non-hunting guests: In addition to the maximum number of hunters specified for this tract, up to 2 non-hunting guests are allowable per tract. Any additional guests must be agreed to by the Landowner.

Liability insurance: The tenant shall provide a current certificate of insurance covering the tenant and all guests of the tenant against liabilities and damages to the landowner. Coverage shall be in at least the amount of \$1,000,000.00. The tenant shall have two weeks after winning the bid to provide proof of insurance to the landowner and shall be provided before any hunting or fishing related activities take place on the property.

Liability for livestock: Any livestock killed or injured caused by the tenant's hunting activities shall be the full responsibility of the hunting tenant and the hunting tenant shall reimburse the owner of said livestock in full.

Foodplots: The planting of foodplots is not allowed. The baiting of wildlife is allowable in accordance with the laws of the State of Kansas. There is to be no baiting of animals in pastured or hay meadow portions of the property and not within 50 yards of any pastured portions.

Disposal of carcass: The only allowable carcasses to be disposed of on the property are deer killed on the property. All other carcasses of game are to be removed. Any deer carcasses are to be disposed of in a timbered portion of the subject parcel if available. Absolutely no carcasses are to be disposed of in waterways, drainage areas or in a crop field.

Vehicular travel: Passenger vehicles shall only be allowed at the beginning and end of the lease term in order to place stands, blinds and feeders so long as ground conditions allow such travel without creating ruts. Four-wheelers and side-by-sides shall be allowable at all times as long as they do not create ruts.

Removal of blinds, stands and feeders: All hunting and fishing equipment belonging to the tenant shall be removed on or before the expiration date of the lease.

Subleasing: There is to be no subleasing of the subject property without written permission from the landowner.

Tiebreaker: In the event that there is a tie for the winning bid, the bidders will be contacted by the Landowner to determine resolution.

The deadline to submit bids is March 13th, 2024 by 10:00 A.M. There will NOT be an opportunity to increase your bid after the deadline passes. Bids shall be submitted on the proper form that will be supplied to requesting parties.

Bids should be submitted in a sealed envelope with Property #57 notated on envelope to Evans Land Leasing, PO Box 67, Lebo, KS 66856 OR hand delivered to 424 Neosho St., Burlington, KS OR emailed to Evanslandleasing@gmail.com.

The winning bidder will be contacted within 48 hours of the March 13th, 2024 deadline. Only the winning bidder will be contacted. No information related to non-winning bidder identifications or amounts will be discussed.

This property is being leased subject to the Landowner's approval of the winning bid. The landowner reserves the right to reject any bids they deem necessary for any reason.

Bids are to be submitted on the proper bid form with signature as well as signed Terms and Conditions pages. Bidders must submit the official bid form and official Terms & Conditions of the subject property. Failure to submit all required documents may result in disqualification of bid.

Bidder Signature

Printed Name

Bidder Phone Number

Date

Evanslandleasing.com
PO Box 67
Lebo, KS 66856