

December 6, A.D. 1937.

The Board of County Commissioners of Douglas County, Kansas, convened this day for their first meeting of the December session, with Chris Schaake, Chairman, Earl T. Black and James F. Brass, Commissioners, and T. R. Gerhart, County Clerk, present.

## Lone Star Lake.

And thereupon the matter of the Lone Star Lake project came on for discussion, there being present in this behalf Charles A. Springer, County Attorney, and the Lone Star Lake Association, a Corporation, represented by A. B. Weaver, its President, and Clif Ramsey, its Attorney.

And said Commissioners, after discussion, and after inspection of the plat drawn by the County Engineer, and careful consideration of the entire matter, took under advisement the proposal to enter into a written contract with the Lone Star Lake Association to buy the land as shown on the plat prepared by the County Engineer under the terms of the proposed contract, which is, in words and figures, as follows:-

### CONTRACT

This contract made and entered into this 6th day of December, 1937, by and between the Lone Star State Lake Association, a corporation of Lawrence, Douglas County, Kansas hereinafter known as party of the first part and the Board of County Commissioners of Douglas County, Kansas hereinafter known as parties of the second part--witnesseth:

That the said party of the first part for the consideration hereinafter named to be paid in the manner hereinafter provided do hereby agree to convey or cause to be conveyed by good and sufficient warranty deeds to Douglas County, Kansas free and clear of all encumbrances the following described tracts of land situated in Douglas County, Kansas to wit:

All tracts of land described in Schedule "A" hereto attached with the exception of tracts number 3, 4, 11 and 30 (the description of these tracts is as designated on plat of the Lone Star Park prepared by the County Engineer's office of Douglas County, Kansas). Said parties of the second part hereby covenants and agrees to buy said above described real estate for the consideration hereinafter named to be paid in the manner and at the time hereinafter provided for.

It is agreed by and between the parties hereto that the consideration to be paid by the said parties of the second part to the said party of the first part for the conveyance of said land shall be the assumption of the following items of indebtedness together with accrued interest to date of payment now owed by the said party of the first part which items are as follows to wit:

First National Bank	
On \$300.00 Note	7-2-37
On \$430.00 Note	6-9-37
The Lawrence National Bank	
On \$300.00 Note	7-2-37
On \$430.00 Note	6-9-37
The Peoples State Bank	
On \$300.00 Note	7-2-37
On \$430.00 Note	6-9-37
Edwin A. Fritz	
On \$100.00 Loan	12-9-36
Karl Kreider -	On \$100.00 Loan 12-9-36
The World Co.	On \$100.00 Loan 12-9-36
Loan to Art Weaver, unsecured, -	\$23.00

and said parties of the second part further agree to pay the following accounts now outstanding against said party of the first part which accounts are as follows:

Capital Iron Works Company	\$34.59
Wyatt Mfg. Company	6.00
F. W. Jaedicke Hdw. Co.	1.40
J. W. Shaw Lumber Co.	10.35
Friend Lumber Company	48.00
Chapman Valve Company	19.00
	<u>\$119.34</u>

It is further agreed and understood that the parties of the second part shall pay to D. F. Smith and John Smith the amount of the land contracts which the said party of the first part has with the said D. F. Smith and John Smith, the same being contracts to purchase tracts numbered 10, 18, 23, 24 and 28 as described in Schedule "A" hereto attached; the D. F. Smith contract being in the sum of \$3,350 together with accrued interest thereon from April 1, 1937 until paid; and the John Smith contract being for additional acreage to be estimated by the County Engineer at the rate of \$35.00 per acre in accord with contract now owned by the party of the first part.

It is hereby agreed and understood that the consideration above stated shall be paid as follows: The amount of the indebtedness above set out shall be paid to the said party of the first part by the said parties of the second part upon the delivery to the said parties of the second part of warranty deeds to all tracts now owned by the party of the first part being tracts number 5, 6, 8, 13, and 14 and that the said parties of the second part shall pay the amounts due upon the D. F. Smith contract and the John Smith contract upon the delivery of the warranty deeds to the balance of the tracts herein contracted for.

Said party of the first part agrees to furnish said parties of the second part all abstracts of title which they now have on the above described tracts together with all certificates of title to any of said tracts which they now have in their possession.

Said party of the first part agrees to lend their aid and assistance and cooperation at all times to the commission of this civic project.

The Board of County Commissioners  
of Douglas County, Kansas.  
By C. Schaake, Chrmn. of the Board  
Parties of the Second Part.

The Lone Star Lake  
By A. B. Weaver, Pres.  
Party of the First Part.