

COMMISSIONER'S RECORD N

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Douglas County Republican, Lawrence

The following contract was entered into with E. Sanders for the year 1946.

CONTRACT

This contract made and entered into on this 16th day of November, 1945, by and between the Board of County Commissioners of Douglas County, Kansas, party of the first part, and E. Sanders, party of the second part, witnesseth:

For and in consideration of the rents, covenants and agreements, hereinafter contained, the party of the first part does by these presents rent and lease unto the said party of the second part, for the period of one year, beginning January 1, 1946 and ending on January 1, 1947, the following described property, to-wit:

Building No. Eighteen (18) at Lone Star Park

with the privilege and right to sell food, (except meals), soft drinks, cigarettes, cigars and fish bait; the right to rent boats which party of the second part may own. It being understood and agreed that the party of the second part, will at all times, keep on hand for sale, food and soft drinks, etc., hereinbefore referred to, as well as boats.

The party of the second part agrees to pay his own electric light bill, for electricity used by him in connection with his operations under this contract. All disagreements that may arise by reason of the execution of this contract shall be settled and determined between the parties hereto by the County Engineer of Douglas County, Kansas.

The party of the second part shall pay as rent and for the privileges herein granted, the sum of \$220.00, and this for the term aforesaid. Said sum of \$220.00 payable as follows: \$55.00 on the first day of January, 1946; \$55.00 on the first day of April, 1946; \$55.00 on the first day of July, 1946; and \$55.00 on the first day of October, 1946.

It is understood and agreed between the parties hereto that the party of the second part, during his occupancy of the premises herein described, shall keep the same in good repair and good condition, and at the expiration of this lease, deliver possession thereto to the party of the first part in the same condition as the premises are now in, general wear and tear and damages by the elements excepted.

The party of the second part shall not assign this lease, or sub-rent or sub-let said premises, or any part thereof, without first obtaining the written consent of the party of the first part.

It is further understood and agreed between the parties hereto, that if the party of the second part pays the rent as provided for herein and performs all of the other terms and conditions of this contract, he shall have the right and privilege to extend this contract for an additional one year, upon the same terms and condition as herein set out, except the party of the first part shall have the right and privilege of charging an annual rent not to exceed \$420.00. The payment of said rental to be paid quarterly as provided for in this contract.

It is distinctly understood and agreed that time is the essence of this contract, and if the party of the second part fails to pay the rent promptly as hereinbefore provided, or violates any of the terms or conditions of this contract, then at the option of the party of the first part, this lease shall become void and of no force and effect and upon giving ten days notice to the party of the second part, he will give peaceable possession of the property hereinabove described, to the party of the first part.

In witness whereof, the parties have hereunto set their hands on this 16th day of November, 1945.

L. H. GRIFFITH
L.H. GRIFFITH, Chairman

ED JOHNSON
Ed Johnson

M. N. PENNY
M.N. Penny
Board of County Commissioners of
Douglas County, Kansas
(Party of first part)
E. H. SANDERS
E. Sanders (Party of second part).

No further business, the board adjourned to meet Wednesday, November 21st.

ATTEST:

T. R. Gerhart
T. R. Gerhart, County Clerk.

L. H. Griffith
L.H. Griffith, Chairman of the Board of
County Commissioners of Douglas County.

November 21st, 1945

The Board of County Commissioners of Douglas County met in regular adjourned session, all members of the board being present.

Caryl Dodds, Vice President of the Kansas Public Service and C.C. Stewart, Attorney for said company were present to request a right of way or permit to lay and maintain main lines for the transmission of gas along and across the public roads in the vicinity of Lawrence. The following permit was approved with the understanding the lines are to be buried two feet or more.

PERMIT

The Board of County Commissioners of the County of Douglas, of the State of Kansas, does hereby grant to the Kansas Public Service Company, Inc., a Kansas corporation engaged in the distribution of natural gas in the city of Lawrence and the vicinity thereof, the right to lay and maintain its mains for the transportation of gas along and across the public roads in the vicinity of Lawrence in Douglas County, Kansas.