

Douglas County Republican, Lawrence

Mr. & Mrs. E. W. Henderson, owners of the North half of the Northeast Quarter of Section 29, Township 12, Range 19, appeared before the Board asking for a transfer of a portion of their land which includes the house, from School District 20 to School District 54. A petition has already been filed with the County Superintendent, and the School Board of No. 20 refused. Since there are less than sixteen students in School District 20, the transfer is out of the jurisdiction of the County Superintendent and has to be acted upon by the Board of County Commissioners. After considerable discussion and upon proper motion, second, and vote, the following resolution was adopted transferring that portion of the land, including the house, to School District 54.

## Resolution

WE, the County Commissioners of Douglas County, hereby resolve that the SE 5 acres of the NE 1/4 of the NE 1/4 of Section 29, Township 12, Range 19, be detached from School District #20 and attached to School District #54, and authorize the County Superintendent to make this change in boundary on September 12, 1946.

Attest: (Seal)

L. H. Griffith  
Chairman

Ed Johnson

Evalyn H. Beery  
Evalyn H. Beery,  
Deputy County Clerk.

Emil W. Heck

The Board of County Commissioners of  
Douglas County

*Resolution  
transferring portion  
of land to School  
District #54*

A road petition signed by C. J. Durr and others, being residents of both Eudora City and Eudora Township, was presented asking for a reopening of the old Lawrence-Eudora road in Section 5, Township 13, Range 21, which had been destroyed by floods. No action was taken on this petition but a previous petition which had been presented in March by Edwin Ott and others was revived at the suggestion of the County Engineer. Viewing was set for Monday afternoon, October 7th at 2 o'clock P.M. at point of beginning as described in Mr. Ott's petition which is on file in the office of the County Clerk, legal notice to be given by publication according to law starting with the issue of September 19.

Paul Gabriel was present and presented his petition for the location of a private road along the east end of the south 80 acres of the Southwest Quarter of Section 34, Township 13, Range 21, which 80 acres belongs to Roger Stanley. Mr. Gabriel owns a tract of land in the North half of the Southwest Quarter of said Section 34, and is completely surrounded, the requested road through Mr. Stanley's farm the shortest and most direct route to the public highway. Viewing was set for Monday afternoon, October 7th, at 3.30 P. M. at the point of beginning, regular notice to be given as required by law in the Lawrence Outlook beginning with the issue of September 19th, a written notice to be sent to Mr. Stanley, Eudora, Kansas, and the Federal Land Bank, Wichita, Kansas, Mortgagee.

The following contract was executed for the remainder of 1946 between the Board of County Commissioners, party of the first part, and Calvin F. Boatman, party of the second part, Mr. Boatman having bought out E. H. Sanders, who has the boat concessions, etc., at Lone Star Lake.

## Contract

This contract made and entered into on this 1st day of September, 1946, by and between the Board of County Commissioners of Douglas County, Kansas, party of the first part, and Calvin F. Boatman, 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 four months, beginning September 1, 1946, and ending on December 31, 1946, 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 \$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 thereto, 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.