

# AGENDA ITEM REPORT



**Date:** September 24, 2025  
**To:** Board of County Commissioners  
**From:** Sean Pederson, Deputy County Administrator  
**Department:** Administration  
**Subject:** Acquisition of the Black Jack Battlefield Property

## BACKGROUND INFORMATION:

### Overview

The Black Jack Battlefield property, located at 163 E. 2000th Road, is a site of national historic significance. The Battle of Black Jack played a central role in the events of “Bleeding Kansas” and is widely recognized as a precursor to the Civil War. In addition to the historic Robert Hall Pearson farmhouse, the site includes a 40-acre nature park, public trails, and open green space.

### Background and Preservation Efforts

In April 2024, Douglas County staff were notified that the Black Jack Battlefield Trust was at risk of mortgage default, putting the long-term preservation of the site in jeopardy. In response, County staff and local stakeholders formed the Black Jack Battlefield and Nature Park Preservation Committee. This committee included:

- Douglas County Historical Society
- Santa Fe Trail Historical Society
- Lawrence Preservation Alliance
- Douglas County Heritage Conservation Council
- Baker University, and
- Black Jack Battlefield Trust

Over the course of summer 2024, the committee conducted financial assessments, explored preservation strategies, and issued a Report of Findings and Recommendations (attached). An outcome of this effort was the recommendation that the property would be better suited for public ownership.

In November 2024, the Trust and the City of Baldwin City entered into a one-year lease agreement for the property, including an option to purchase the property before the lease’s expiration.

### Prior County Investment

Since 2011, Douglas County has invested \$466,353 into the Black Jack Battlefield and Nature Park through a combination of grants, ARPA funds, and community partner support. This includes:

- \$244,850 from the Natural and Cultural Heritage Grant Program (2011–2023) for projects such as the Pearson House rehabilitation, prairie and battlefield restoration.
- \$98,422 in Community Partner funding (2015–2024) for annual operational support.
- \$123,081 from ARPA funds in 2022 for an eco-paver parking lot.

### **Proposed Agreement Overview**

Staff have prepared a Joint Ownership Agreement and a Financing Agreement for review by the Governing Bodies of Douglas County and the City of Baldwin City. These agreements are designed to facilitate the long term preservation and management of the Black Jack Battlefield property through public ownership. They aim to protect the site's national significance, expanding public recreation opportunities, and establish a collaborative governance structure.

Additionally, the agreements also reaffirm the County's long-standing commitment to the preservation of this landmark.

Key terms of the proposed agreements include:

- Ownership: The City and County will enter a joint ownership structure for property.
- Funding: The County will provide the City with \$250,000 from existing Open Space funds to support the City's acquisition of the property.
- Maintenance & Operations: The City will assume responsibility for site maintenance and ensure continued public access and use
- Advisory Board: The City and County will jointly appoint an advisory board to provide input for the future development, use, and preservation of the property.

The City of Baldwin City approved both agreements on September 16, 2025.

### **RECOMMENDATION:**

Motion to approve a Financing Agreement and Joint Ownership Agreement with the City of Baldwin City for the acquisition of the Black Jack Battlefield Property, located at 163 E. 2000th Road, Douglas County, Kansas.

**Douglas County Historical Society  
Ad Hoc Committee for the Preservation of Black Jack Battlefield and Nature Park  
Report of Findings and Recommendations**

Committee Members:

- Kerry Altenbernd, Black Jack Battlefield Trust
- Kaitlyn Ammerlaan, Douglas County Heritage Coordinator
- Justine Burton, Douglas County Historical Society
- Mike Delaney, Lawrence Preservation Alliance
- Richard Godbeer, Douglas County Historical Society
- Johnathan Hart, Black Jack Battlefield Trust
- Marta Jardon, Santa Fe Trail Historical Society
- Steve Nowak, DCHS Executive Director, Chair
- Nicholaus Pumphrey, Baker University

At the May 28 meeting of the Douglas County Historical Society Board of Directors, Johnathan Hart and Kerry Altenbernd informed the directors of a financial crisis that could result in the Black Jack Battlefield Trust defaulting on their loan and the subsequent sale of the Black Jack Battlefield and Nature Park site. At that meeting, the DCHS formed an ad hoc committee consisting of DCHS board members and representatives from the Santa Fe Trail Historical Society, Lawrence Preservation Alliance, Douglas County Heritage Council, Baker University, and Black Jack Battlefield Trust to gather information and make recommendations for the preservation and sustainability of this historic site.

**Findings**

Public Engagement

About 3,000 people visit the Nature Park annually; interpretive programming, such as battlefield tours or reenactments, can attract as much as 200 additional visitors.

There is public interest in the site, as evidenced by the questions asked of the Santa Fe Trail Historical Society which maintains and staffs the Black Jack Cabin and interprets the Ivan Boyd Prairie, which are across the road from the Battlefield.

The site was granted National Historic Landmark status in 2012 and is one of three National Landmark sites in Douglas County and one of only 26 in Kansas.

Board of Trustees

Per the by-laws, the number of members of the board of trustees is variable, not to exceed twelve or be less than five. Trustees serve three-year terms. The trust added the newest trustees two years ago. Current trustees: John Hart, president; Kerry Altenbernd, vice-president; Mark Lopez; Robert Barnes; Melannie Levine; and Mike Todd.

The board keeps minutes at the board meetings. The most recent minutes have not been presented to the board for approval.

The Trust filed a post card 990 last year for 2023.

The board voted unanimously to take the bridge loan to finish projects underway and support operations while awaiting future campaign funds, in an effort to maintain momentum, show progress to keep appeal going, and try to raise funds for endowment to support operations.

### Operating Expenses

The status quo is no longer sustainable. The Black Jack Battlefield Trust lacks sufficient income to meet operational expenses and to pay off the mortgage on the property. Default on the loan risks the sale of the property, potentially for development.

Estimated Annual Expenses (pending completion of financial review)

Electricity: \$720

Mowing: \$4,320

Maintenance of Pearson House: \$7,200

Insurance (liability, directors & officers): \$20,004

Total estimated annual operating expense: \$32,244

### Mortgage

\$240,000 loan with \$2,700/month mortgage payment, reduced to \$1,500/month in June.

Go Fund Me campaign raised \$10,680 raised from 96 donors (as of 7/1/24)

The Black Jack Trust currently has sufficient financial resources to meet operating expenses through September.

The Trust holds a restricted fund of \$173,265.98 for construction of a visitor center which was raised as part of a fundraising campaign in 2021-22. One donor has requested his \$10,000 donation back, as the visitor center project is now on hold. If legal action is taken, it may be possible to recover some of the \$800,000 in restricted funding from Schermer Foundation. When Schermer will is out of probate \$200,000 in unrestricted operational funding may be available.

Subscription for membership software has lapsed. 2022 membership list is the most recent available. Membership renewals have not been processed since 2022. This accounts for the decrease in active members, currently about 90.

Board member Mark Lopez owns a lawn and landscape company and currently mows the property for free. Board members pay expenses associated with the Pearson House out of their own pockets.

Maintenance agreement for mowing equipment expires in two years.

Pearson House is in need of capital repairs including roof, chimney, and exterior painting.

### County Support

Current county funding allotment: \$9,737/year for the past 6 years (reduced from \$10,000 in 2019).

County funding began about 2015.

County has invested \$244,850 in Heritage Grant funding since 2011, plus \$123,081 in ARPA funding for parking lot.

### Outstanding Heritage Grants:

- 2022 Prairie Restoration around Robert Hall Pearson House: \$8,000  
Incomplete—formal grant period ended May 2024, no final report received, work not yet completed due to issues with contractor performing services, missing Mar. 2024 quarterly report.
- 2023 Battlefield Restoration: \$16,000  
Incomplete—grant period is through May 2025, tree clearing portion of the project is complete, however prairie restoration components have yet to begin, missing Mar. 2024 quarterly report.

## **Recommendations**

The best solution to permanently preserving the Black Jack Battlefield and Nature Park Historic Site and sustaining continued public access is Douglas County ownership of the property, with maintenance as county open space, establishment of a conservation easement on the property, and partnerships with county Heritage Partners to provide interpretation and programming.

A formal financial audit of the Black Jack Battlefield Trust must be completed.

The Black Jack Battlefield Trust should complete the process outlined in their by-laws to dissolve the organization and transfer assets and clear fee simple title to all real estate owned by the Trust to Douglas County.

Capital project reserve funds should be deposited with the Douglas County Community Foundation, to be administered for the benefit of the Black Jack Battlefield and Nature Park Historic Site by Douglas County

A conservation easement should be secured for the property.

The Douglas County Historical Society should establish a Black Jack Battlefield interpretive committee to facilitate public engagement and promotion and to maintain a friends group of Black Jack Battlefield supporters/volunteers. County support for Black Jack, currently \$9,737/year, should be maintained to support programming and site access as developed and managed by this committee.

Committee membership should consist of DCHS board members, a county representative, former BJBT board members/supporters, and board members/staff from interpretive partner sites, which may include:

- Baker University (history/interpretation)
- Douglas County Heritage Conservation Council (nature park management)
- Grassland Heritage Foundation (prairie restoration)
- Lumberyard Arts Center (public programming)
- Santa Fe Trail Historical Society (interpretation, programming, and site access)

Site improvements should be made to sustain long-term public access:

- Security system and lighting
- Septic system and access to water supply
- Construction of restroom facilities

Note: It may be possible to convince donors who contributed to the BJBT capital campaign to allow funds held in reserve for a visitors' center to be used for site access improvements.

## **Interpretation and Public Access Management Proposal**

When deemed appropriate, Douglas County, the Douglas County Historical Society, and the Santa Fe Trail Historical Society will enter a formal agreement for the interpretation and management of public access to the Black Jack Battlefield and Nature Park Historic Site.

In coordination with the County Heritage Coordinator, and consistent with the County budget cycle, the DCHS Black Jack Committee and DCHS Executive Director will develop and submit an annual programming and communication plan and budget for the site.

Upon approval of the budget, DCHS Black Jack Committee members, community volunteers, partner sites, and Watkins Museum staff will implement the approved annual plan.

## **Financing Agreement for the Acquisition of the Black Jack Battlefield Property**

The parties to this Agreement are the City of Baldwin City (the “City”) and the Board of County Commissioners of Douglas County, Kansas (the “County”) (the City and the County are each a “Party” and, collectively, the “Parties”). This Agreement is effective as of the day it has been duly approved and executed by the Parties (the “Effective Date”).

### **Agreement**

The Parties, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

**1. The Property.** The “Property” refers to real property commonly known as the Black Jack Battlefield Property, located at 163 E. 2000<sup>th</sup> Road, Wellsville, Kansas, and more specifically as:

“The East Half of the South Half of the Northeast Quarter of Section 12, Township 15 South, Range 20 East of the Sixth Principal Meridian, Douglas County, Kansas”.

**2. The Acquisition.** The City currently leases the Property from the Black Jack Trust (the “Trust”). The City has an option to purchase the Property. The City will exercise its option to purchase the Property (the “Acquisition”). The County will provide funding up to \$250,000 to finance the Acquisition (the “County Funding”). Any portion of the County Funding that is not necessary for the Acquisition will be retained by, or refunded to, the County.

**3. Joint Ownership.** In closing the Acquisition of the Property, the City will direct the Trust to execute a warranty deed conveying fee title to the City and the County as joint owners of the Property. Title to the Property will be in the condition specified in paragraph 4 of this Agreement. The City will record the deed and pay all fees associated with closing the Acquisition and recording the deed.

**4. Clear Title.** As a condition of the County Funding, the City will ensure that the Acquisition meets the requirements set forth below:

- (a) At closing, the Trust will convey marketable title in the Property to the City and the County by a Warranty Deed (“Deed”), which may be made subject to: (i) current and future ad valorem property taxes and assessments; (ii) general utility and right-of-way easements serving the Property; (iii) the zoning ordinances of the City of Lawrence, Kansas, and Douglas County, Kansas, if applicable; and (iv) other matters recorded subsequent to this

Agreement which do not impair marketability of title or affect City and County's use of the Property (collectively, the "Permitted Exceptions").

(b) Upon execution of City's option to purchase the Property, the Trust will provide City and County with a commitment to issue an owner's title insurance policy in the amount of the purchase price, with such commitment to be by an insurance company licensed to insure titles in the State of Kansas. City and County shall have ten days after delivery of the title insurance commitment to examine the same and return it to the Trust with any written objections relating to marketability of title of the Property (other than objections to Permitted Exceptions as defined above), and the Trust will have until the closing date to remove any defects to which valid objections may be made and shall diligently attempt to correct any defects to marketability of which City or County has notified the Trust. Upon closing of the Acquisition, the Trust shall furnish City and County a standard Title Insurance Policy in accordance with the commitment, insuring City and County against loss or damage to the extent of the Purchase Price, resulting from defects in Trust's title. In the event that the Trust is unable to provide proof of marketable title to the Property as herein provided, the County will be under no obligation to provide the County Funding, and all rights and obligations of the Parties under this Agreement shall terminate.

(c) The Trust will convey title to the City and the County as joint owners, free and clear of all liens, mortgages, leases, express easements, and other interests and encumbrances (other than the Permitted Exceptions, as defined above). If the Trust is unable or unwilling to deliver title in the specified condition, the County will be under no obligation to provide the County Funding and, in County's sole discretion, County may terminate this Agreement and all rights and obligations of the Parties under this Agreement shall terminate.

**5. If Title Is Defective.** If the Acquisition closes and title is not in the condition specified in paragraph 4 of this Agreement, above, County will have the option, at County's sole discretion: (a) to require the City to refund the County Funding to County; and (b) to require the City to accept a conveyance of County's interest in the Property or make other legal arrangements such that County will not be an owner of the Property in any capacity. In the event County exercises its option as specified in this paragraph 5, the City will take all necessary steps to refund the County Funding and to remove County from ownership of the Property. In that event, the City will defend, indemnify and hold County harmless from any and all claims, demands, debts, or other obligations associated with ownership of the Property.

**6. Joint Ownership Agreement.** A Joint Ownership Agreement is attached to this Agreement as Exhibit A. The City and the County agree to execute that Joint Ownership Agreement immediately following the closing of the Acquisition. If the Acquisition does not occur, the Parties will not execute the Joint Ownership Agreement and will have no obligations thereunder. If the Acquisition closes but the County exercises its option under paragraph 5, then the Joint Ownership Agreement will terminate and be of no force and effect and the Parties will have no obligations thereunder.

**7. Representations and Warranties of the Parties.** The Parties represent and warrant as follows:

(a) Each Party, prior to executing this Agreement, has secured all necessary approvals and permissions necessary to enter into this Agreement, and the person executing on behalf of each Party is duly authorized to do so.

(b) City is not aware of any material issues adversely affecting the condition of the Property. By way of example, but not limitation, City is not aware of any suits, claims, demands, judgments, or liabilities associated with the Property, other than the claims of mortgage lienholders as disclosed on the ATLA Commitment for Title Insurance Issued by First American Title Company.

**8. Default; Termination.**

(a) Permitted Terminations. If City is unable to obtain a commitment from the Trust to convey good, sufficient, and clear title prior to closing, County may, in County's sole discretion, cancel this Agreement by giving City written notice on or before closing. If City has not closed on the Acquisition by December 31, 2025, at 5:00 p.m., County may at any time thereafter, in County's sole discretion, cancel this Agreement by giving City written notice.

(b) Default by City. City will be in default of this Agreement if any of City's representations or warranties set forth in this Agreement are untrue or inaccurate in any material respect or if City fails to meet, comply with, or perform any material covenant, agreement, or obligation on City's part within the time limits and in the manner required in this Agreement. If City defaults under this Agreement, County may terminate this Agreement by notice to City and, if County has advanced the County Funding, obtain a full refund of the County Funding from City.

(c) Default by County. County will be in default of this Agreement if any of County's representations or warranties set forth in this Agreement are untrue or inaccurate in any material respect or if County fails to meet,



comply with, or perform any material covenant, agreement, or obligation on County's part within the time limits and in the manner required in this Agreement. If County defaults under this Agreement, City's sole remedy will be to terminate this Agreement by giving written notice thereof to County. The City may not exercise its sole remedy if City is in default in any material respect under this Agreement.

## **9. Miscellaneous.**

- (a) This Agreement may only be modified or amended by a writing duly authorized and executed by both Parties.
- (b) This Agreement supersedes and supplants all prior discussions, negotiations, understandings, or agreements between the Parties, oral or written, with respect to the subject matter hereof.
- (c) No Party is relying on any statement, promise, or representation of the other Party not expressly stated herein.
- (d) This Agreement is governed by Kansas law. The exclusive venue for any dispute related to this Agreement will be the District Court of Douglas County, Kansas.
- (e) This Agreement is subject to the Kansas Cash Basis law.
- (f) No waiver of breach of any provision of this Agreement will be construed to be a waiver of any subsequent breach of such provision, or any other provisions.
- (g) This Agreement may be executed in counterparts, which together will be fully effective as an original and all of which together will constitute one and the same instrument.
- (h) Notices required under this Agreement must be in writing, delivered via: (i) certified or registered mail; (ii) nationally-recognized courier service; (iii) hand delivery to the Clerk of the other Party; or (iv) via email, if delivery and receipt are confirmed by the sender's email program in a manner that can be verified later in the event of a dispute regarding notice.
- (i) This Agreement is intended for the sole benefit of the Parties. Only the Parties may seek or obtain performance of the terms of this Agreement. There are no third party beneficiaries to this Agreement.

(j) Time is of the essence with regard to the parties' performance under this Agreement.

**WHEREFORE**, the Parties have executed this Agreement below, intending to be bound, as of the Effective Date.

**City of Baldwin City, Kansas**

**Board of County Commissioners of  
Douglas County, Kansas**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

## **Joint Ownership Agreement Concerning the Black Jack Battlefield Property**

The parties to this Agreement are the City of Baldwin City (the “City”) and the Board of County Commissioners of Douglas County, Kansas (the “County”) (the City and the County are each a “Party” and, collectively, the “Parties”). This Agreement is effective as of the day it has been duly approved and executed by the Parties (the “Effective Date”).

### **Background**

**A. The Property.** The “Property” refers to real property commonly known as the Black Jack Battlefield Property, located at 163 E. 2000<sup>th</sup> Road, Wellsville, Kansas, and more specifically as:

“The East Half of the South Half of the Northeast Quarter of Section 12, Township 15 South, Range 20 East of the Sixth Principal Meridian, Douglas County, Kansas”.

As of the time of drafting this Agreement, the City leases the Property from the Black Jack Trust (the “Trust”). The City has an option to purchase the Property.

**B. The Funding Agreement.** This Agreement is referenced in a separate agreement between the Parties entitled, Financing Agreement for the Acquisition of the Black Jack Battlefield Property (the “Funding Agreement”). The Funding Agreement contemplates that City will exercise its option to purchase the Property (the “Acquisition”). Pursuant to the Funding Agreement, and assuming certain conditions are met as set forth therein, the County will provide funding to aid the City in acquiring title to the Property, which title will be held jointly by the City and County as joint owners of the Property.

**C. Purpose of this Agreement.** Assuming the City and County acquire title to the Property as specified in the Funding Agreement, the City and the County, as joint owners of the Property, wish to set forth their respective rights and obligations as joint owners of the Property.

**D. Timing.** As specified in the Funding Agreement, the Parties will execute this Agreement immediately following the closing of the Acquisition. If the Acquisition does not close, this Agreement will not be executed and will be of no force or effect.

**E. Effect of Background Section.** The matters stated in this Background section of this Agreement are contractual and not merely recitals.

### **Agreement**

The Parties, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

- 1. The Parties Will Keep Each Other Reasonably Informed.** As Joint Owners of the Property, the City and County will keep each other reasonably informed concerning all matters materially affecting the Property.
- 2. Maintenance of the Property.** The City will maintain the Property in a safe, sanitary, and publicly accessible condition, in compliance with all applicable laws and regulations. The County will have no obligation, financial or otherwise, for maintenance of the Property, unless otherwise agreed upon in advance in writing by the County.
- 3. Public Use of the Property.** The City will not restrict or limit public use of the Property in a manner that deprives County residents of the ability to use and enjoy the Property. Provided, however, the City may set reasonable rules, restrictions, and requirements on public access and use of the Property. Any fees or charges assessed to members of the public for use of the Property must be approved in advance by the County Administrator or the County Administrator's designee. Provided the fees or charges have been so approved, the City may retain all such fees and charges collected from users of the Property.
- 3. Signage.** Any signage, promotional materials, or advertising related to the Property must include references to the County and/or the official County logo, recognizing the County's financial contribution to the Acquisition and continued support.
- 4. Capital Improvements.** Neither the City nor the County will make capital improvements to the Property without the advance written consent of the other party. Funding for capital improvements to the Property, if any, will require approval of the governing body(ies) responsible for funding such improvements.
- 5. No encumbrances.** Neither Party may sell, transfer, lease, mortgage, or otherwise encumber the Property without the advance written consent of the other Party.
- 6. Insurance.** The City will maintain liability insurance covering the Property in coverage amounts of not less than \$1 million per occurrence. The City will cause Douglas County to be named as an additional insured on its policy(ies) of insurance covering the Property.
- 7. Indemnity.** The City will, to the fullest extent allowed by law, defend, indemnify and hold the County harmless against any and all claims related to the

Property. Provided, however, that the City and the County do and will preserve all protections from liability available to municipalities under the Kansas Tort Claims Act and other applicable laws and regulations.

**8. Advisory Board.** The City and County will jointly appoint a joint advisory board (“Advisory Board”) composed of an equal number of representatives of both entities. The Advisory Board will meet at least twice annually and report and/or make recommendations regarding:

- Short and long-term park development;
- Maintenance and capital projects;
- Programming and public use;
- Strategic planning and visioning;
- Signage, marketing, and County recognition.

The City and County will retain authority to make decisions regarding these and other matters relating to the Property.

**9. Default; Termination.**

(a) Default by City. City will be in default or breach (“default”) of this Agreement if City fails to meet, comply with, or perform any material covenant, agreement, or obligation on City’s part within the time limits and in the manner required in this Agreement. In the event of default by City, County will provide written notice to City, reasonably describing such default. City will thereafter have a period of time to cure the default reasonably commensurate with the nature of the default. If City does not timely cure its default, County may enforce its rights under this Agreement as follows. City agrees that default of its duties under this Agreement would be difficult to redress through money damages and, therefore, City agrees that in the event of a material default of City’s obligations under this Agreement, County will be entitled to, in County’s sole discretion: (a) an injunction issued by a court of competent jurisdiction compelling City to fulfil its obligations under this Agreement; (b) perform City’s obligations under this Agreement and obtain reimbursement from City of all costs thereof, plus 10% for administrative burden; or (c) monetary damages to the extent the same can be quantified; and (d) attorneys’ fees, costs, and expenses incurred to enforce the County’s rights under this Agreement. City agrees that, in the event County seeks injunctive relief pursuant to this paragraph 9(a), County shall not be required to post a bond or any other security as a condition of obtaining such relief. These remedies are cumulative and in addition to any other rights and remedies County may have under applicable law.

(b) Default by County. County will be in default or breach (“default”) of this Agreement if County fails to meet, comply with, or perform any material covenant, agreement, or obligation on County’s part within the time limits and in the manner required in this Agreement. In the event of default by County, City will provide written notice to County, reasonably describing such default. County will thereafter have a period of time to cure the default reasonably commensurate with the nature of the default. If County does not timely cure its default, City may enforce its rights under this Agreement as follows. County agrees that default of its duties under this Agreement would be difficult to redress through money damages and, therefore, County agrees that in the event of a material default of County’s obligations under this Agreement, City will be entitled to, in City’s sole discretion: (a) an injunction issued by a court of competent jurisdiction compelling County to fulfil its obligations under this Agreement; (b) perform County’s obligations under this Agreement and obtain reimbursement from County of all costs thereof, plus 10% for administrative burden; or (c) monetary damages to the extent the same can be quantified; and (d) attorneys’ fees, costs, and expenses incurred to enforce the City’s rights under this Agreement. County agrees that, in the event City seeks injunctive relief pursuant to this paragraph 9(a), City shall not be required to post a bond or any other security as a condition of obtaining such relief. In addition to any other remedies awarded by the court, the prevailing party in any such suit will be entitled to recover its reasonable attorney’s fees, costs, and expenses of litigation.

(c) Termination Due to Defective Title Following Closing of the Acquisition. As specified in the Funding Agreement if, following the closing of the Acquisition, title to the Property is not in the condition required by the Funding Agreement, and if County exercises its options pursuant to paragraph 5 of the Funding Agreement, this Joint Ownership Agreement will terminate effective as of the date that the City refunds the County Funding to County and effectuates removal of the County from title to the Property, as more fully specified in the Funding Agreement.

#### **10. Miscellaneous.**

(a) This Agreement may only be modified or amended by a writing duly authorized and executed by both Parties.

(b) This Agreement supersedes and supplants all prior discussions, negotiations, understandings, and agreements between the Parties, oral or written, with respect to the subject matter hereof.

(c) No Party is relying on any statement, promise, or representation of the other Party not expressly stated herein.

(d) This Agreement is governed by Kansas law. The exclusive venue for any dispute related to this Agreement will be the District Court of Douglas County, Kansas.

(e) This Agreement is subject to the Kansas Cash Basis law.

(f) No waiver of breach of any provision of this Agreement will be construed to be a waiver of any subsequent breach of such provision, or any other provisions.

(g) This Agreement may be executed in counterparts, which together will be fully effective as an original and all of which together will constitute one and the same instrument.

(h) Notices required under this Agreement must be in writing, delivered via: (i) certified or registered mail; (ii) nationally-recognized courier service; (iii) hand delivery to the Clerk of the other Party; or (iv) via email, if delivery and receipt are confirmed by the sender's email program in a manner that can be verified later in the event of a dispute regarding notice.

(i) This Agreement is intended for the sole benefit of the Parties. Only the Parties may seek or obtain performance of the terms of this Agreement. There are no third party beneficiaries to this Agreement.

(j) Time is of the essence with regard to the parties' performance under this Agreement.

**WHEREFORE**, the Parties have executed this Agreement below, intending to be bound, as of the Effective Date.

**City of Baldwin City, Kansas**

**Board of County Commissioners of  
Douglas County, Kansas**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

