

hundredths (1.33) acres more or less.

ED W HEDGECOCK, Chairman  
Wm O Bohnefeld, Member  
W L North, Member

Yes  
Yes  
Yes

Done in Regular Adjourned  
Session this 31st. day of  
May, 1932.

ATTEST: O G WEAVER,  
(SEAL) County Clerk.

AGREEMENT

THIS AGREEMENT, entered into, in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 1930 between St. LOUIS-SAN FRANCISCO RAILWAY COMPANY, a Missouri Corporation, hereinafter called "Railway Company", party of the first part, and the COUNTY OF TULSA, a body corporate and politic situate in the State of Oklahoma, acting by and through its Board of County Commissioners, hereinafter called "County", party of the second part,

WITNESSETH: WHEREAS, at the request of the County, Railway Company has heretofore constructed a certain spur track to serve the Fair Grounds of County Located near Tulsa Tulsa County Oklahoma, said spur track being described as follows:

Said spur track leads out of Railway Company's Howard Branch in the Northeast Quarter of Section 10, Township 19 North, Range 13 East, Tulsa County, Oklahoma, about 917.8 feet Northwestery from the East and Westcenter line of said Section 10, thence extends southwesterly on the westerly side of said Howard Branch, a distance of 2995 feet to the end. Said spur track is located in the Northeast Quarter of the North west quarter, and the Southwest Quarter of said Section 10. Of said spur track 240.8 feet lies on present land or right of way of Railway Company; 177.3 feet within the limits of 15th. Street Road, and the remainder, or 2576.9 feet, on right of way to be acquired by Railway Company.

A blue print is hereto attached and made a part hereof on which the location of said spur track is shown by line in yellow coloring; and

WHEREAS, the parties hereto desire to set forth in writing the terms of construction, maintenance and operation and ownership of said spur track;

NOW, THEREFORE, it is agreed by the parties hereto as follows:

1. Railway company, at its expense, has furnished the metal material for the construction of said spur track, and labor to construct that portion thereof One Hundred Forty (140) feet in length from the switch point to the clearance point. County, at its expense has done the necessary grading and furnished the balance of the labor and material necessary for the construction of said spur track.

2. County shall, at its expense:

(a) Convey, or caused to be conveyed, to Railway Company, by good and sufficient instrument in form satisfactory to counsel for Railway Company, the necessary right of way, which shall be at least one hundred (100) feet in width, for the construction maintenance and operation of said spur track beyond the present right of way of Railway Company.

(b) Procure the passage and approval of such ordinances or other authority as counsel for Railway Company may deem necessary for the construction, maintenance and operation of said spur track in, over or across all alleys, streets and highways if any, included in the location thereof, and forward to the General Manager of Railway Company at Springfield, Missouri, a certified copy of each of said ordinances or other authority.

3. Railway Company shall own and, at its expense, maintain said spur track.

4. For the purpose of constructing, maintaining and operating said spur track as herein provided, Railway Company is hereby given the right to enter upon the lands owned leased or controlled by County, occupied by and adjoining on either side of said spur track.

5. Railway Company may use said spur track in connection with any extensions of or tracks leading from or connected with the same now or hereafter constructed for the