

August 20th, 1942.

Motion by Commissioner Morley, seconded by Commissioner Greer, that the following Agreement be approved. Upon roll call, all members voting in the affirmative, motion was by the Chairman declared carried.

THIS AGREEMENT, made and entered into this 20th day of August, 1942, between GULF OIL CORPORATION, of Tulsa, Oklahoma, hereinafter called First Party, and the BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA, hereinafter referred to as Second Party, does

W I T N E S S

T H A T

WHEREAS, first party is the owner of certain bottom settlings, otherwise known as B.S., containing crude oil and other substance capable of being used to surface highways, and second party is desirous of purchasing said bottom settlings for such use;

NOW, THEREFORE, in consideration of the covenants mutually to be performed herein, it is agreed as follows:

1. The first party agrees to sell not to exceed ten thousand (10,000) barrels of said bottom settlings from the tanks owned by it, located on the Hamilton Tank Farm on the NW $\frac{1}{4}$ of Sec. 7-17N-13E, Creek County, Oklahoma, and the Tiger Tank Farm, located in the NE $\frac{1}{4}$ of Sec. 1-17N-12E, Tulsa County, Oklahoma. Due to the War Emergency and the possibility that these tanks may be needed at any moment for the storing of oil, it is expressly agreed that the first party obligates itself to deliver only such quantities as material as it, in its sole judgment, desires to deliver. It is further understood that in no event shall the deliveries herein total more than Three Thousand (\$3,000.00) Dollars in value.
2. First party does not guarantee the bottom settlings as to quality, and second party agrees to inspect and accept the material before deliveries are commenced.
3. Second party shall furnish the first party a letter from the loval representatie of the War Production Board, authorizing this sale and purchase, and advising said first party that said sale does not in any wise conflict with any orders now in effect, promulgated by the War Production Board or the National Director of Petroleum.
4. Deliveries shall commence upon twenty-four hours' notice to J. R. Murphy, agent of first party, or any member of his department designated to act in his stead and shall be completed on or before November 1, 1942.
5. The first party agrees to make delivery of the bottom settlings into tanks furnished by second party and will at its own expense furnish the pump and a worker or workers to pump such settlings into second party's trucks.
6. Second party agrees to furnish first party a list of its tank trucks to be used in handling said bottom settlings and advise it of the capacity of such trucks, and such capacities so represented shall constitute the basis for determining the amount of materials delivered.
7. Delivery tickets shall be made in quintuplicate and signed by the truck driver receiving the delivery and by the employee of first party making the delivery at the time of the delivery. One ticket shall be retained by the truck driver and four signed copies thereof retained by first party.
8. First party shall render invoices on claims, in duplicate, on or before the 25th of each month in which deliveries are made by it, attaching thereto a copy of the tickets showing deliveries
9. The second party agrees to pay first party thirty cents (30¢) per 42-gallon barrel, on the filing by first party of duly verified claims with the County Clerk and/or County Engineer, as by law provided.
10. First party reserves the right to discontinue deliveries from any and all tanks without notice and shall not be liable in any manner to second party for any damage suffered as a result of the discontinuance of deliveries.
11. First party grants to second party the right of ingress and egress to its tanks but only for the purpose of making delivery of the materials purchased.
12. Second party agrees to furnish first party a certified copy of the minutes of the Board of County Commissioners showing approval of this contract by the Board.
13. This agreement shall be subject to all laws, rules and regulations either State or Federal, which are applicable or may be applicable to transactions of this nature, and each party assumes full liability for its own acts in connection with the performance of this contract but not for any act of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day first above written.

ATTEST: D. B. CATTERLIN, ASST. SECRETARY.
SEAL.

GULF OIL CORPORATION
BY: RUSH GREENSLADE, VICE PRESIDENT
FIRST PARTY.

ATTEST: ANDY STOKES, CO. CLERK, TULSA CO. OKLA.
SEAL.

BOARD OF COUNTY COMMISSIONERS OF TULSA
COUNTY, OKLAHOMA.
SIGNED: J. B. GRAY
RALSA F. MORLEY
CURTIS GREER
SECOND PARTY.