

June 15, 1944

THURSDAY, JUNE 15, 1944

Pursuant to recess heretofore taken, the Tulsa County Commissioners reconvened at the hour of 2:00 o'clock P. M., with the following members present: Curtis Greer and Robert L. Kinkaid, Members. Andy Stokes, County Clerk. J.B. Gray, Chairman, absent.

Motion made by Commissioner Kinkaid, seconded by Commissioner Greer to appoint Curtis Greer to act as Chairman in the absence of J. B. Gray, Chairman. Upon roll call all members voting in the affirmative, motion was by the ^{Acting} Chairman declared carried.

Curtis Greer, Acting-Chairman presiding, the following business was transacted.

Motion made by Commissioner Kinkaid, seconded by Commissioner Greer, that the Contract between the Tulsa County Commissioners and the South Harvard Water Company as attached hereto be approved. Upon all roll call all members voting in the affirmative, motion was by the Acting-Chairman declared carried.

C O N T R A C T

THIS AGREEMENT made and executed this 14th day of June, 1944, by and between the Board of County Commissioners of Tulsa County, as Party of the First Part, and the South Harvard Water Company of Tulsa, Oklahoma, a corporation, as Party of the Second Part, WITNESSETH:

WHEREAS, Party of the Second Part is the owner and operator of a water pipe line, which said line starts at the intersection of Thirty-First Street and South Harvard Avenue, at which point the said line is connected with and is furnished water by the water system of the City of Tulsa, and extends south on South Harvard Avenue to a point at or near the intersection of South Harvard Avenue and Fifty-First Street, and

WHEREAS the County of Tulsa is the owner and operator of a certain water pipe line which connects with the southern terminus of the water line belonging to Party of the Second Part at the intersection of Fifty-First Street with South Harvard Avenue, and thence extends East on Fifty-First Street to a point at or near the Tulsa County Farm, and

WHEREAS Party of the First Part at a recessed meeting held on the 5th, day of June, 1944, at the hour of 10:00 o'clock A. M. has authorized the purchase from Party of the Second Part, of ten (10) additional water taps or connections, as of the date of June 5th, 1944, at a purchase price of Sixty Dollars (\$60.00) each;

NOW THEREFORE in consideration of the mutual covenants herein-after contained, the Parties of the First and Second Part hereby stipulate and agree as follows, to-wit:

1. Party of the First Part agrees to purchase from Party of the Second Part, as of this date, the right to acquire ten (10) water taps to be connected to the water pipe line owned and operated by Tulsa County, in addition to the water taps now connected with said line, and to pay for same at the rate of Sixty Dollars (\$60.00) per tap.

2. Party of the Second Part does hereby agree to sell said additional taps to Party of the First Part, at the price as above set forth, and further agrees that Party of the First Part may sell, authorize and permit ten (10) additional consumers to tap or connect to the water pipe line owned and operated by Tulsa County.

3. It is further understood and agreed by and between the Parties hereto that, in-so-far as the same may be applicable to, all taps or connections made, as provided for herein, shall be subject to the provisions of the written contract executed on the ____ day of _____, 1928,