

the ordinary use of said bridge by the traveling public and shall at no time load the said bridge beyond its capacity, leaving a sufficient margin of safety so that the said bridge shall not be subjected to any undue stress or strain, considering the stress and strain it is constructed to bear.

(2) In operating its cars over said bridge, second party shall make no stops for the purpose of taking on or letting off passengers either upon said bridge or upon its approaches and shall make the passage across said bridge as rapidly and expeditiously as consistent with safety and with due regard to the state of traffic upon said bridge. All freight trains operated by said second party over said bridge shall be run over the same between twelve o'clock mid-night and five o'clock A.M., but this shall not be construed to prevent the occasional hauling of one or two freight cars across the said bridge at other hours.

In consideration of the premises, second party agrees to pay first party, monthly in advance, during its use of said bridge, the sum of \$200.00 per month, the first payment to be made upon the 1st day of the first calendar month succeeding the date upon which second party first operates a car across said bridge, and all succeeding payments to be made upon the first day of each succeeding calendar month, provided that payments herein provided for may be made within the first three day ~~xxxxx~~ of such month when the first day thereof falls upon a holiday or Sunday, and provided further that if party of the second party shall at any time fail to make any payments when due, first party may cancel this contract and terminate the right of second party to use and occupy said bridge by giving 30 days notice of its intention so to do, unless second party shall within the said period so covered by said notice make such payments and likewise, if second party shall permit its lines, wires, fixtures or the steel in said track to obstruct the ordinary use and traffic over and upon said bridge then first party may cancel this contract by giving 30 days notice of its intention so to do, unless second party shall within such period remedy the defect complained of in such notice and all notices herein provided for shall be in writing.

IT IS FURTHER PROVIDED that at no time shall the party of the second party be required to pay a larger sum for its use of said bridge and approaches than is paid by any other railway, street railway or interurban railway, using the same.

The covenants and provisions of this agreement shall accrue to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, party of the first party has caused these presents to be executed by its Chairman, and attested by the County Clerk of Tulsa County, with his seal attached and party of the second party has caused same to be executed by its President and attested by its Secretary with its corporate seal attached and the act of both parties is done pursuant to duly adopted resolutions of both parties duly recorded in the Minutes of their proceeding.

BOARD OF COUNTY COMMISSIONERS.

Attest.

BY.

W.L.NORTH. V.

LEWIS CLINE.
County Clerk of Tulsa,
County, Oklahoma.

Chairman.

R.A.Martin.

OKLAHOMA UNION RAILWAY COMPANY.

ATTEST.
I.F.CROW. SECRETARY.

BY. G.C.STEBBINS.
PRESIDENT.