

hand paid, and of the covenants and agreements hereinafter set forth to be by the second parties kept and performed, the Railroad Company hereby grants unto said second parties the right to use and maintain as a public highway the land shown in red on blue print hereto attached, said land being described as follows:

A tract of land situated in the East half of the northeast quarter of Section 36, township 17 North Range 14 East, Tulsa County, Oklahoma, being a tract of land fifty feet in width and the fifty feet north of and adjacent to a line which is fifty feet in a northerly direction from and parallel to the center line of the Midland Valley Railroad, said tract extending over and across said East half of the northeast quarter, Section 36, containing 2.09 acres, more or less,

the right and permission herein granted being expressly upon the following terms and conditions, to-wit:

(1) The second parties agree to accept, and to hereby accept, the grant herein made by the railroad company to said second parties, upon the express condition that said railroad company, its successors and assigns, shall be exempt, released and held harmless by the second parties, and said second parties do hereby expressly release and indemnify said railroad company, its successors and assigns, from any and all liability and loss or damage by reason of any injury to or destruction of property or property rights, or injury to or death of any person thereon, or arising in any manner from the negligence of the second parties, their officers, agents, or employes, and it is an express condition of this agreement, that should the Railroad Company pay, or be compelled to pay, any claim, demand, judgment or decree on account thereof, or other charge or expense in connection therewith, the second parties shall and they hereby agree to reimburse and promptly pay the railroad company therefor upon presentation of bill.

(2) The second parties shall at all times maintain said highway in good repair and condition.

(3) This agreement may be terminated at any time by either party upon giving to the other party thirty days notice in writing.

(4) The right and permission granted to the second parties shall never by the passage of time or by any act, omission, or negligence of the railroad company, or failure of the railroad company to exercise its right to declare said permission forfeited whenever it might avail itself of such right, create any tenure, estate or interest in land whatsoever, nor vest any interest or estate absolute in the second parties and as against the railroad company, and the second parties agree never to claim any tenure, estate or interest in land or vested interest therein.

(5) Before this agreement shall be executed by the Commissioners it shall be authorized by resolution of the Board of County Commissioners of Tulsa County adopted at a meeting of said Board.

IN TESTIMONY WHEREOF, the parties hereto have caused this agreement to be executed this 19 day of April, 1917.

MIDLAND VALLEY RAILROAD COMPANY

BY. S.W. LEFEBER. V.P.

C.E. Suppes.  
W.L. North.

Board of County Commissioners  
of Tulsa, County, Oklahoma.