

WHEREAS, it is the duty of District, upon completion of said levee project, to operate and maintain said levee and its appurtenances, including said stoplog structures;

NOW, THEREFORE, in consideration of the mutual benefits and of the covenants and agreements herein contained to be kept and performed by the parties hereto, it is agreed as follows:

1. The District shall at its sole cost and expense construct, maintain and operate said levee, including said stoplog structure, so as not to interfere with, endanger or delay the operation of the railroad and property of Owner, except only during flood times and when flood waters shall have reached an elevation of twelve (12") inches below the base of rails of Owner's tracks and District shall have notified Owner thereof. It is further understood and agreed that when said flood waters shall have reached an elevation of thirty-six (36) inches below the base of the rails of Owners tracks, District shall notify Owner, as aforesaid, of its intention to operate its closure structure when said waters reach an elevation of twelve (12") inches below the base of rails of said tracks, provided, however, that under no circumstances shall District begin the operation of its closure structure until District shall have first notified Owner, as aforesaid, and provided further, that operations of District's said stop-log structure may be started before said water reaches an elevation of 12" below the base of the rails of said track only upon consent of Owner being first had and obtained above mentioned notices to be given Chief Operating Officer.

2. It is further agreed that if, in the maintenance of District's said levee and appurtenances, and trial operation of its said stoplog structure it is necessary to interfere with the operation of owner's tracks such operations by District shall be done only with the knowledge and consent of Owner,

3. District shall not erect or maintain or allow to be erected or maintained any building, structure or fixture or place or store or allow to be placed or stored, material of any kind in dangerous proximity to Owner's tracks, and in no case shall any building, structure, fixture or material be erected, maintained, placed or stored within six (6') feet of nearest rails of said tracks, or at a height of less than twenty-three (23') feet above tops of rails of said tracks, except only during period of flood waters and the operation by District of its said stoplog closure structure, as hereinbefore referred to.

4. District agrees to indemnify, protect and save harmless Owner against all loss, cost, damage and expense incurred or suffered by Owner in consequence of the construction, maintenance and operation by District of its said levee and appurtenances, including said stoplog structure, and District agrees to release, and does hereby release Owner from any and all such loss, damage, cost and expense.

5. No termination of this agreement shall release District from any liability which may have been incurred by District, or which may have accrued against District, during the term hereof prior to such termination.

6. This agreement shall inure to the benefit and be binding upon the respective successors and assigns of the parties hereto.

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

TULSA COUNTY DRAINAGE DISTRICT NO. 12

By (Signed) Curtis Greer
Chairman, Board of County Commissioners

(SEAL)

ATTEST:

By (signed) Andy Stokes,
County Clerk

MIDLAND VALLEY RAILROAD CO
Owner

By (Signed) A. W. Lefebvre
President

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before the Board of County
Commissioners, as Ex-Officio
Commissioners for Tulsa County
Drainage District No. 12.

RESOLUTION AUTHORIZING THE
EXECUTION AND APPROVAL OF
CONTRACT BETWEEN DRAINAGE
DISTRICT NO. 12 AND STANDARD
PAVING COMPANY.

WHEREAS, on this day, December 19th, 1944, at a regular meeting of the Board of County Commissioners, acting as Ex-Officio Commissioners, and Agents, for Tulsa County Drainage District No. 12, there was presented