

December 19, 1944

for consideration, execution and approval by the Attorney for said Drainage District, a certain Contract between said District and the Standard Paving Company, in reference to the construction, location and operation of a certain stoplog structure over and across certain portions of said Company's Service track in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8-19-12, as a more particularly set out and described in said Contract attached thereto, as a part of the co-operation improvement project now being constructed and installed in said Drainage District between said District and the U. S. War Department, to control flood waters of the Arkansas River within said District, And,

WHEREAS, said Contract has been by said Board considered, discussed and examined and found in all respects fair, reasonable, necessary and in proper form.

IT IS NOW, THEREFORE, by the Board, Resolved and Ordered, that same be executed and approved and filed; which was accordingly done.

THEREUPON, Upon motion by Commissioner Gray, seconded by Commissioner Greer, and a Roll Call and Vote being had thereon, the Chairman declared said Resolution and Order unanimously adopted.

This 19th day of December, 1944

(Signed) Curtis Greer
Chairman

(SEAL)

ATTEST:

(Signed) Andy Stokes
Secretary

THIS AGREEMENT made and entered into on this 19th day of December, 1944, by and between Tulsa County Drainage District No. 12, organized under the laws of the State of Oklahoma, acting through the Board of County Commissioners as ex-Officio Commissioners for said Drainage District, hereinafter called "District", as first party and

STANDARD PAVING COMPANY

hereinafter called "Owner", as second party, WITNESSETH:

WHEREAS, District, in conjunction with the War Department of the United States of America, is now constructing a levee in said Drainage District No. 12 for the protection of certain lands against flood waters of the Arkansas River, and

WHEREAS, in connection with the building of said levee, it is necessary for District to construct certain stoplog structures upon, over and across Owner's railroad service track, where the levee crosses said track in the northeast quarter of the southeast quarter of the Southeast quarter of Section 8, Township 19 North, Range 12 East.

AND,

WHEREAS, in the operation of said stoplog structures, it will be necessary for DISTRICT to place temporary obstructions across the said tracks of Owner which will interfere with traffic thereover, and

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 Owner's 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