

December 19, 1944

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, and duly 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
County Clerk

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

McMICHAEL CONCRETE COMPANY

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

WHEREAS, District, in conjunction with the War Department of the United State 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 Lot, 1, Section 14, 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 structure;

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.

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.