

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 (68) 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 structures, 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 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:

McMichael Concrete Company
Owner

By (Signed) Andy Stokes
County Clerk

By, (Signed) J. W. McMichael

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

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 THE
TEXAS COMPANY.

WHEREAS, on this day, 19th day of December, 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 for consideration, execution and approval by the Attorney for said Drainage District, a certain Contract between said District and The Texas Company, in reference to the construction, location and operation of certain stoplog structures over and across certain portions of said Company's Service Tracks at points where the levee crosses said tracks near the east and west center line of Section 23-19-12, as more particularly set out and described in said Contract attached thereto, as a part of the co-operative 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, 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.

(SEAL)
ATTEST:

(Signed) Curtis Greer, Chairman

(Signed) Andy Stokes, County Clerk