

May 17th, 1943.

Motion by Commissioner Greer, seconded by Commissioner Morley, that the following License for Installations upon Right of Way, be and the same is hereby approved, and Commissioners Morley and Greer be authorized to execute same on behalf of the County: License to construct, operate, maintain, and remove Railroad Spur across public road between Sections 12 and 13, T 20 N, R 13 E, at a point 116 feet West of SE corner of SW $\frac{1}{4}$ of said Sec. 12. Motion carried.

LICENSE FOR INSTALLATIONS UPON RIGHT OF WAY

THIS AGREEMENT, made this 17th day of May, 1943, by and between Tulsa County, Oklahoma, hereinafter called the Licenser and THE UNITED STATES OF AMERICA, hereinafter called the Government, WITNESSETH:

THAT, for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and the consideration of the mutual covenants, promises, and agreements herein made, the Licenser hereby grants to the Government a license to construct, operate, maintain, renew and remove a Railroad Spur Crossing along, across, beneath and over the right of way and property of the Licenser at the following location, viz: the public road between Sections 12 and 13, Twp. 20 N, Rge. 13 E. of I. M. at a point 116 feet of the South-east corner of Southwest Quarter of said Section 12., in the County of Tulsa, State of Oklahoma, as shown on attached sketch marked Exhibit "A", for use in connection with a War Department establishment known as Modification Center No. 16 at Tulsa, Oklahoma, and upon the following terms, provisions and conditions:

1. All installations placed upon said right-of-way by the Government shall be and remain the property of the Government and may be removed therefrom by the Government at any time.
2. The construction, operation, maintenance, renewal, and removal of said installations shall be accomplished by the Government at its sole cost and expense and in such a manner as will at all times enable the Licenser to use the surface of the right-of-way.
- III. In the event of any future alterations of the property of the Licenser or of the line or grade of the right-of-way necessitating changes in said installations, the Government will make such changes in its installations as may be necessary in connection with said laterations.
- IV. The Licenser shall not be liable for damages to property or injuries to persons arising from the construction, operation, maintenance, renewal or removal of said installations by the Governemtn.
- V. This agreement, with the rights and privileges herein granted, shall be subject to cancellation or termination only by mutual agreement of the parties, or in the event the terms and conditions hereof are not fulfilled, or in the event the Government abandons the use of the premises for the purposes herein granted. In either of the latter two events, cancellation may be effected by either party hereto upon thirty (30) days(written notice to the other; and upon the expiration of said thirty (30) days after service of such notice, this agreement and the rights and privileges hereby granted, as well as the obligations hereby imposed upon the parties, shall absolutely cease and determine.
- VI. The Government hereby covenants and agrees that, on or before the termination of this license, it will remove said installations and the appurtenances connected therewith from the premises of the Licenser and restore said premises to the condition existing at the time of entering upon the same under this license, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control excepted.
- VII. All expenditures to be made by the Government under the provisions of this agreement shall be subject to appropriations being available for the purpose.
- VIII. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the agreement be for the general benefit of such corporation or company

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed by their duly authorized representatives as of the day and year first above written.

TULSA COUNTY
BY: CURTIS GREER
RALSA F. MORLEY

ATTEST: ANDY STOKES, its Secretary.
Seal.