

TUESDAY, MARCH 1, 1949

Pursuant to a recess heretofore taken, the Board of County Commissioners, reconvened at the hour of 3:00 o'clock P. M., with all members present: Claude W. Bailey, Chairman, John Couch and Roy Evans, Members. Andy Stokes, County Clerk.

Claude W. Bailey, Chairman, presiding, the following business was transacted:

Motion made by Commissioner Evans, seconded by Commissioner Couch, that the following lease Agreement, be and the same is hereby rejected. Motion unanimously carried.

LEASE AGREEMENT

THIS AGREEMENT entered into this 28th day of February, 1949, by and between the Board of Directors of the Tulsa County Fair and Exposition hereinafter referred to as the Board, and Ervin Wolfe, hereinafter referred to by name, pursuant to action of the Board in meeting assembled on the 28th day of February, 1949, WITNESSETH:

The Board hereby leases to Ervin Wolfe the property hereinafter described, to be used by him only on Saturday nights, except such other times as may be specifically authorized by the Board, for the period beginning April 15, 1949, and ending November 1, 1949, except the Saturday night of the 1949 Tulsa State Fair Exposition week, which Saturday night is expressly reserved to the Board, and except when otherwise needed or required for public purposes as may be determined by the Board, or when not used by lessee, Ervin Wolfe:

Grounds referred to as Midget Automobile Race Track

Grounds referred to as Horse Race Track

of
Spectator portion / the upper part of the Grandstand

The Foyer (that space commonly used and necessary for spectators to enter and exit the Grandstand.)

All the foregoing being located upon what is commonly known as "Tulsa County State Fair Grounds Property."

It is understood by and between the parties that the leased premises are to be used for automobile and motorcycle racing events, exhibitions or performances, including midgets, stock cars, junk cars, hot rod automobiles and motorcycles, and for these purposes only, all for entertainment purposes only. Said Ervin Wolfe during the term of this lease will not use the foregoing property for any unlawful purpose or for any purpose prohibited by law.

As consideration for this lease Ervin Wolfe agrees to pay to the Board the sum of \$407.00 for each Saturday night performance and a similar amount for any other performance. In this connection Ervin Wolfe hereby guarantees and agrees to use the aforesaid property at least twenty (20) Saturday nights during said period, thus assuring the Board of \$8,140.00, for the period; therefore, Ervin Wolfe does hereby bind himself to pay to said Board at least \$8,140.00, during the term of this lease.

Ervin Wolfe agrees to conduct at least one racing event each week during the Season April 15, 1949, to November 1, 1949, unless prevented by weather conditions, and in any event to conduct a minimum of twenty (20) Saturday night performances as hereinabove provided.

Ervin Wolfe agrees to build a suitable automobile race track and to furnish all necessary equipment and installations, at his own expense and to have said track and equipment ready for operation not later than April 15, 1949, and to maintain the tracks in the best of condition at all times.

Ervin Wolfe agrees to keep the said midget auto rack track and the Grandstand well lighted by electric lights, these and any other utility charges to be at his own cost and expense, and at the end of each performance to see that said track and Grandstand are cleared of any debris, all at his own expense.