

July 31, 1945

The vote on the motion to adopt the resolution was:

<u>Yes</u>	<u>J. B. Gray</u> Chairman
<u>Yes</u>	<u>Curtis Greer</u> Member
<u>Yes</u>	<u>C. W. Bailey</u> Member

(SEAL)

The motion was declared carried and the Resolution adopted as read.

ATTEST:

Andy Stokes, County Clerk

Motion made by Commissioner Greer, seconded by Commissioner Gray, that the following Contract and Lease be approved, to-wit: Upon roll call, all members voting in the affirmative, motion was by the Chairman declared carried.

CONTRACT AND LEASE

THIS AGREEMENT made and entered into this 31st day of July, 1945 by and between the BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA, hereinafter designated Party of the First Part, and TULSA SPORTS CORPORATION, a Corporation, hereinafter designated Party of the Second Part, WITNESSETH:

WHEREAS, the County of Tulsa is the owner of the following described land situated in Tulsa County, State of Oklahoma, to-wit:

Beginning at a point 2609' N and 750' W of the S. E. Corner of Section 9, Township 19 N, Range 13 E, thence West and parallel to the South line of Section 9, Township 19 N, Range 13 E, a distance of 850' to a point; thence South and parallel to the East line of said section a distance of 450' to a point; thence East and parallel to the South line of said section a distance of 850' to a point; thence North and parallel to the East line of said section a distance of 450' to the point of beginning; all in the S. E. 1/4 of Section 9, Township 19 N, Range 13 E, Tulsa County, Oklahoma. Containing 8.78 acres, more or less;

and

WHEREAS, on said above described property there is a grandstand built and facilities for putting on exhibitions of baseball and other sporting events; and

WHEREAS, Party of the Second Part is desirous of obtaining a location where it may conduct professional baseball games and engage in other sports,

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), each to the other in hand paid, and the further consideration of the covenants and agreements hereinafter set forth, Party of the First Part does, by these presents, demise, lease and let unto the Party of the Second Part, the property hereinabove first described.

TO HAVE AND TO HOLD the same to the Party of the Second Part from the 1st day of October, 1945, to the 1st day of October, 1955 upon the following terms, conditions and agreements:

(1) Party of the Second Part will pay to Party of the First Part rental at the rate of One Thousand Dollars (\$1,000.00) per year that the lease is in force and effect and such rental shall be paid on January 1st of each year, except there shall be no rental payment for the first year and that the first rental payment will become due and payable on January 1, 1947.

(2) Within Ninety (90) days prior to the date of the first or opening game in Tulsa, Oklahoma of the first Texas League season operated hereafter, the Party of the Second Part will spend or cause to be spent not less than Five Thousand Dollars \$5,000.00 in repairs to existing improvements or in additional permanent improvements on the above described property.