

It is further agreed between the parties hereto that the first party shall have access to the buildings and grounds at all times when not inconsistent with National Guard use, for storing County Highway equipment and supplies, for County Fair purposes, exhibition purposes, Farm Club use, etc.

To all of which the parties hereto have agreed on the day and year first above set out.

TULSA COUNTY, STATE OF OKLAHOMA.

BY: G. H. SHEPARD, CHAIRMAN, BOARD OF
COUNTY COMMISSIONERS, PARTY OF THE
FIRST PART.

ATTEST: ANDY STOKES, TULSA COUNTY
CLERK. BY: M. PENDLETON, DEPUTY.
SEAL.

O.K. DIXIE GILMER, CO. ATTORNEY

OKLAHOMA NATIONAL GUARD

BY: George A. Davis
ADJUTANT GENERAL OF OKLAHOMA, PARTY
OF THE SECOND PART.

Motion by Commissioner Morley, seconded by Commissioner Sallee, that the following Easement for Water Line, be and the same is hereby approved and the Chairman is hereby authorized to sign same. All members voting in the affirmative, motion was by the Chairman declared carried.

EASEMENT FOR WATER LINE

This agreement made and entered into on this 7th day of November, 1940, by and between Tulsa County, State of Oklahoma, by G. H. Shepard, the Chairman of the Board of County Commissioners of said County, party of the first part, and, the City of Broken Arrow, Oklahoma, a municipal corporation, party of the second part.

WITNESSETH: That the party of the first part for and in consideration of the sum of One (\$1.00) Dollars and other good and valuable consideration, to it in hand paid, the receipt of which is hereby acknowledged, and for and in consideration of the agreements and covenants contained, does hereby grant to the party of the second part, the right of way to lay, maintain, operate, relay and remove a pipe line for the purpose of transportation of water, with right of ingress and egress to and from the same, on, ~~xxxxx~~ over and through certain lands situated in the County of Tulsa, State of Oklahoma, described as follows, to-wit:

All that portion of the Southeast Quarter of the Northeast Quarter (SE4 NE4) and the Northeast Quarter of the Southeast Quarter (NE4 SE4) of Section Eleven (11), Township Eighteen (18) North, Range Fourteen (14) East, heretofore dedicated to public use for roadway purposes.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the said first party is to fully use and enjoy the said premises, except the easement for the purpose hereinbefore granted to the said party of the second part.
2. That said second party hereby covenants to bury its pipe so that the same will not interfere with the maintenance of said roadways.
3. That the second party herein shall have the right at any time to change the size of its pipe line.
4. This contract shall bind and run in favor of the respective parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and affixed their seals the day and year first above written.

Signed: G. H. Shepard, Chairman, Board of County
Commissioners of Tulsa County, State of
Oklahoma.