

December 6th, 1943

Beginning at the intersection of the southerly right of way line of said railroad with the center line of the Blackboy Creek floodway structure, said point being 50 feet distant southeasterly at right angles from center line of main track of said railroad and 833 feet, more or less, south 69° 38' west measured along said right of way line from its intersection with the east line of said Section 5; thence south 69° 38' west with said southerly right of way line, parallel with and 50 feet distant from said center line of main tract 50 feet to a point; thence north 20° 22' west 62 feet to a point; thence south 69° 38' west parallel with and 12 feet distant northwesterly from said center line of main track, 96 feet more or less, to a point 60 feet distant southerly from center line of levee No. R-2; thence South 85° 40' west, parallel with said center line of levee 130 feet, more or less, to a point on northerly right of way line of said railroad; thence north 69° 38' east with said northerly right of way line, parallel with and 50 feet distant from center line of said main tract, 443 feet, more or less, to a point 60 feet distant southeasterly from center line of levee No. S-2; thence south 34° 35' west parallel with center line of said levee 65 feet, more or less, to a point 12 feet distant at right angles northwesterly from center line of main track of said railroad; thence south 69° 38' west, parallel with and 12 feet distant from said center line of main track, 70 feet more or less, to a point 50 feet northeasterly at right angles from center line of Blackboy Creek floodway structure; thence south 20° 22' east, 62 feet to a point on the southerly right of way line of said railroad; thence south 69° 38' west 50 feet to a point of beginning, containing 0.31 acre, more or less, as shown on Exhibit "A" attached hereto and made a part hereof.

The Railroad reserves the right to construct and thereafter maintain and operate railroad tracks and other facilities on and over the southerly 62 feet of its right-of way hereinabove described and over the said Blackboy Creek floodway structure.

2-An easement and right of way for the purpose of constructing and maintaining temporary facilities appurtenant to construction of the Blackboy Creek Floodway Structure and associated levees over and across the following described tract of land in Tulsa County, Oklahoma, to-wit:

Tract C-

The right of way of Missouri-Kansas-Texas Railroad Company being a strip of land 100 feet in width, 50 feet on each side of the center line of main track of said railroad, extending from the east line of Section 7, Township 19 North, Range 12 East, in a southwesterly direction a distance of 1,850 feet measured along the center line of said railroad, excepting therefrom the tract of land hereinabove described as tract "B", and containing 3.94 acres, more or less, as shown in Exhibit "A".

This easement as to tract "C" shall continue in effect until the construction of said floodway structure and levees are completed, and upon completion of said construction shall cease and terminate.

This easement as to tracts "A" and "B" hereinabove described is granted with the right of ingress and egress to and from the same, for the purpose of constructing, building, enlarging, finishing, completing, operating and maintaining levees, channels, bridges, floodgates and other improvements to control the excess and flood waters of the Arkansas River and its tributaries and water sheds within the boundaries and adjacent acres of Tulsa County Drainage District No. 12, of Tulsa County, Oklahoma, in order to prevent the overflow and damage to lands, residential and industrial properties, and to promote public health and general welfare. The District may exercise all rights necessary or expedient in carrying out provisions of Oklahoma State Drainage Act, and in carrying out assurances made by the District, or on its behalf, to the United States of America. Damages to the remainder of said tracts or parcels of land, by reason of the easements, herein granted are hereby waived, but the Railroad does not waive any right of action for damages for any negligent construction, maintenance or operation of said drainage facilities.

IT IS FURTHER UNDERSTOOD AND AGREED, by and between the parties hereto, that the work of constructing the levees, floodway structure and appurtenant facilities for said District, will be done without expense to the Railroad, and will be thereafter maintained by and at the expense of the said District. That the Railroad will make such changes as may be required in the telegraph line of itself, and the Western Union Telegraph Company, and will take up 125 feet of the said railroad's wye track, located on Tract "A", above described. That the District will reimburse the Railroad for the actual cost of the above described work, plus 15 per cent for overhead and supervision. That the railroad shall not be held liable for any damages growing out of work on its right of way and premises. That the District will secure an easement from the Sand Springs Railway Company which will permit the Railroad to operate over a temporary shoofly track on said Sand Springs Railway Company's premises during construction of the portion of the District's structure under the Railroad's track.

In witness whereof, the parties hereto have executed this contract, in duplicate, the day and year first hereinabove written.

(SEAL)

ATTEST

(Signed) Andy Stokes
County Clerk

ATTEST:

(Signed) N. A. Phillips
Secretary.
(SEAL)

TULSA COUNTY DRAINAGE DISTRICT NO. 12
Board of County Commissioners, Tulsa County, Oklahoma.
By (Signed) J. B. Gray
Chairman, Board of County Commissioners.

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

By (Signed) Geo. T. Atkins
Its Executive Vice President