

said housing shortage,

NOW, THEREFORE, THIS AGREEMENT by and between the BOARD OF COUNTY COMMISSIONERS of Tulsa County, Oklahoma, first party, and the CITY OF TULSA, OKLAHOMA, a municipal corporation, second party,

W I T N E S S E T H:

That for and in consideration of the terms, covenants and conditions hereinafter set forth, the said parties have agreed and hereby agree as follows:

1. Agreement to lease. First party hereby leases and lets to second party the following described real property and premises in Tulsa County, Oklahoma, to-wit:

Beginning at the intersection of East 15th Street and South Louisville Avenue in the City and County of Tulsa, Oklahoma; thence South along the corporate limits of the City of Tulsa bounded by Louisville Avenue to the intersection with said street with East 21st Street; thence East and along East 21st Street to the intersection of New Haven Avenue; thence North along New Haven Avenue to the intersection of said street with East 15th Street; thence West and along 15th Street to the point of beginning; the same being more particularly described as the West half ( $W\frac{1}{2}$ ) of the East Half ( $E\frac{1}{2}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) of Section 9, Township 19 North, Range 13 East; except that portion of said lands which is already occupied by the Water Department of the City of Tulsa in connection with the facility known as the Anderson Water Tower.

2. Term. This lease shall take effect concurrently with the execution hereof and shall continue during the period of the present National Emergency and for a period of two (2) years and six (6) months thereafter, unless sooner terminated as hereinafter provided.

3. Purpose. Second party shall use said premises for the purpose of providing space for temporary housing for veterans, and families of servicemen, of the Armed Forces of the United States; and for such purposes second party shall be entitled to install, or cause to be installed, public utilities of all kinds, including the opening of streets, establishing grades, paving, curbing, guttering, the laying of sidewalks, installation, maintenance, operation and repair of sanitary sewers, storm sewers, gas lines, water lines, electric light and power lines and any and all other facilities that may be necessary or convenient to comply with any of the rules or regulations of the United States or in furtherance of the purposes of this lease.

4. Restoration of premises. At the termination of this lease, second party shall surrender to first party, quiet and peaceable possession of the premises hereby leased, together with all improvements thereon; provided, however, that if, at that time, second party shall be under any obligation to dismantle or wreck said houses, first party may, at its option, on written notice to second party, assume and perform such obligation, and shall thereupon be entitled to all salvage; or first party may, at its option, require second party to do such dismantling, in which event second party shall dispose of such salvage as promptly as possible, and, after deducting the cost of all expenses of such dismantling, shall pay any surplus of the proceeds thereof to first party.

5. Cancellation. In the event that second party shall fail to obtain from the Federal Government the temporary housing for which this lease is granted, first party may at its option terminate this lease by giving to second party sixty (60) days notice in writing of such cancellation. At any time when second party shall be under obligation to have said houses dismantled, this lease shall terminate, except for such dismantling operations.

IN WITNESS WHEREOF, said parties have executed this contract in duplicate this 18th day of February, 1946.

THE BOARD OF COUNTY COMMISSIONERS  
Of Tulsa County, Oklahoma

(SEAL)

By (Signed) J. B. Gray  
Chairman

ATTEST:

First Party.

(Signed) Andy Stokes,  
County Clerk

CITY OF TULSA, OKLAHOMA

By (Signed) Olney F. Flynn  
Mayor

(SEAL)

ATTEST:

(Signed) S. Maxwell Smith  
City Auditor

Second Party

APPROVED:

(Signed) Charles R. Bostick  
City Attorney