

RECORDED



Clarissa Bell and Jack Bell
to
Carl C. Magee

Agreement

This agreement made and entered into, this 27 day of July, 1906, by and between Clarissa Bell, Jack Bell, her husband, of Tulsa, Indian Territory, parties of the first part, and Carl C. Magee, of Tulsa, Indian Territory, party of the second part, witnesseth:

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the parties of the first part hereby let, lease and demise to the party of the second part, his heirs or assigns for a period of five years from date hereof, the following described tract of land, to-wit:

A tract of ground fifty (50) feet square, with the lines thereof running due north and south and east and west, situated upon the southwest quarter (1/4) of the northeast quarter (1/4) of the northwest quarter (1/4) of Section Seven (7), Township nineteen (19) north, range thirteen (13) east of Indian Territory, upon which is situated a certain spring of water and spring house. The limits of said grounds to be determined by the center of the spring as the center of the said tract of ground.

This lease is for the actual physical possession and custody of the ground surrounding said spring for the period of time herein indicated, subject to the conditions hereinafter stipulated.

Party of the second part shall be deemed the owner of the spring-house situated over the said spring and shall have the privilege, at the termination of this lease, of removing same.

Party of the second part agrees that he will surround the said spring with a stone and cement wall, making the same proof against vegetable and animal contamination, and will maintain on the outside of the said spring house a pump in workable order, for the benefit of the party of the first part at all times.

Parties of the first part in consideration of the above sum hereby grant to the party of the second part the perpetual right to the use of the water from the said spring with the right of maintaining an engine or electric motor at said spring and the right of ingress and egress thereto, and the right to maintain, perpetually, across the said southwest quarter (1/4) of the northeast quarter (1/4) of the northwest quarter (1/4) of section seven (7), the water and drainage lines and electric wires as now located from what is at present known as The Country Club House upon the said section.

In witness whereof the parties hereto have hereunto set their hands in the day and year first above written.

Clarissa Bell

Jack Bell

Carl C. Magee

Before me, a Notary Public in and for the Western District Indian Territory, personally appeared Clarissa Bell, Jack Bell and Carl C. Magee to me well known and state that they executed the foregoing instrument for the purposes and considerations therein contained, as their free and voluntary act and deed.

Witness my hand and seal as Notary Public on this 27 day of July, 1906

(Seal) Western Dist. Ind. Ter. my commission expires on the 29th day of June, 1910

Filed for Record July 28, 1906, at 8:00 a.m.

Percival C. Magee, Notary Public

Oliver Lorton
Deputy Clerk for Official Recorder