

COMPARED

-----: A G R E E M E N T :-----

THIS AGREEMENT, made and entered into this 29 day of September 1908 by and between William S Hall, of Tulsa Oklahoma, and The Cherokee Company, a corporation existing under the constitution and laws of the State of Oklahoma and having its principal office in the City of Tulsa in said State, hereinafter designated the first parties, and John E Croshie Frank H Young, George S Davis and John F Black, acting for themselves and such other persons as may be now or hereafter associated with them, hereinafter designated the second parties,

WITNESSETH, The said first parties, for and in consideration of the sum of Ten Dollars cash in hand paid to said first parties by said Second parties, the receipt of which is hereby acknowledged, and in consideration of the covenants and agreements hereinafter stipulated to be performed by the said parties, hereby undertake and agree that, immediately after the date of this contract, the said first parties will commence and prosecute with reasonable diligence to completion, at their own charge, cost and expense and without charges, cost or expense to the said second parties, the below mentioned and described improvements and erections upon the following described lands belonging to the said First parties and situate in Tulsa County, State of Oklahoma, to-wit :- The west half of the South West quarter of the south west quarter of Section Thirty Two (32) in Township Twenty (20) North, Range Thirteen (13) East, containing Twenty (20) acres, more or less.

The following are the improvements and erections to be erected upon said lands as above provided by said first parties, to-wit :-

1. A grand stand with a capacity for seating not less than One Thousand persons.
2. An eight (8) foot high enclosure surrounding said lands, the same to be constructed of boards so securely and compactly fastened as to exclude the view of persons outside said enclosure and, in addition, a guard rail around the race track hereinafter provided to be constructed on said lands by said second parties and their associates.
3. Fifty (50) stalls for horses, the same to be of the character, construction and dimensions customarily used in connection with race-tracks throughout the country which are to be kept supplied by said first parties with all drinking water for horses that maybe required by second parties during the term of ~~xxxx~~ years covered by this agreement.

The said first parties hereby further contract and agree that during the period covered by this contract and agreement, they will, at their own charge, cost and expense and without charge, cost or expense to the said second parties, keep and maintain in good condition and repair all the said above described improvements and erections and the said race track hereinafter provided to be constructed on said lands by the said second parties and their associates.

In consideration of the covenants and agreements herein and hereby undertaken by the said first parties, the said second parties hereby contract and agree that immediately after the date of this contract, the said second parties and their associates at their own charge, cost and expense and without charge, cost or expense to the said first parties, except as below specified, commence and prosecute with reasonable diligence to completion a half mile race track upon said lands above described, the same to be sixty