

(60) feet wide and to be what is commonly known as a regulation half mile track , but the said first parties hereby agree to pay one-half of the charges of the civil-engineer employed to survey , lay out and superintend the construction of said race track .

The said first parties hereby further agree, in consideration of the premises above stated, that, for and during the term and period of five years, beginning January First (1st) 1909 and ending December Thirty First (31st) 1913 the said second parties and their associates, not to exceed twenty persons, shall have the full free and uninterrupted use of said race track and of the stalls and supplies of water above stipulated for, without any cost charge or expense to said second parties or their associates further than that stated above, save that said second parties hereby agree to pay to said first parties for each and every one of said stalls that may be used by said second parties or their associates the rate of One Dollar and a half (\$ 1.50) per month for each stall so used .

The covenants and agreements of this contract shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto .

But it is expressly agreed and understood that this contract shall not be binding or of any force or effect whatever until and except the said first parties shall enter into a bond in the sum of Two Thousand ^{Dollars} (\$ 2000.00) ~~to~~ to said second parties, for the faithful discharge of all the covenants and agreements imposed upon said first parties by this contract and until and except the said second parties shall enter into a bond to the said first parties in like amount and like conditions .

In witness whereof the parties hereto sign their names to this instrument in duplicate on the day and year first above written .

ATTEST : W.O.Dickenson
Secretary .

W.S.Hall

THE CHEROKEE COMPANY

By S.R.Lewis President .

John E. Crosby By J.E.Wade

Frank H Young

G.S.Davis

John F Black

ACKNOWLEDGMENT .

State of Oklahoma)
County of Tulsa .) SS

Before me, the undersigned , a Notary Public in and for said State and County on this 29th day of Sept 1908 personally appeared S.R.Lewis President The Cherokee Company to me known to be the identical person who subscribed the name of The Cherokee Company to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation , the said The Cherokee Company for the uses and purposes therein set forth and that he was duly authorized so to do .

Witness my hand and seal as such Notary Public on this 29th day of September 1908 .
SEAL. My commission expires the 29th day of July 1911 .

John H Berry

Notary Public