

lying South of the Center line of Bird Creek Channel, the same being a triangular piece of land in the said Southwest corner of the said Southwest Quarter of Northwest Quarter of said Section 11, containing approximately ten acres, all of said land being in Township 20 North, Range 13 East in Tulsa County, Oklahoma, containing 185 acres, more or less.

The Northeast Quarter of Northeast Quarter; and Northeast Quarter of Northwest Quarter of Northwest Quarter; of Section 14, Township 20 North, Range 13 East, in Tulsa County, Oklahoma, containing 50 acres, more or less,

The South Half of Southwest Quarter of Section 11, Township 20 North, Range 13 East, in Tulsa County, Oklahoma, containing 80 acres, more or less,

The South Half of Northeast Quarter of Section 11, Township 20 North, Range 13 East, in Tulsa County, Oklahoma, containing 80 acres, more or less,

The North Half of Southeast Quarter of Section 10, Township 20 North, Range 13 East, in Tulsa County, Oklahoma, containing 80 acres, more or less,

The Northwest Quarter of Southeast quarter; and East Half of Northwest Quarter of Southeast Quarter; all in Section 11, Township 20 North, Range 13 East, in Tulsa County, Oklahoma, containing 50 acres, more or less;

The South Half of South Half of Southwest Quarter of Section 10, Township 20 North, Range 13 East, less 6.04 acres conveyed to the City of Tulsa for right-of-way for Spavinaw water line, said 6.04 acres being described as follows; A strip of land 100' wide in the South Half of South Half of Southwest Quarter of said Section 10, Township 20 North, Range 13 East, being 50' wide on each side of the center line of the conduit line as now located on said land, the center line of which begins at a point 260.2' North of the South Quarter corner of Section 10, thence South 89°25' West a distance of 2632.3' intersecting the West Line of Section 10 at a point 240.5' North of the Southwest corner of said section, comprising 33.96 acres, more or less, all in Tulsa County, Oklahoma.

and

WHEREAS, under the terms of said Trust Agreement it was provided that if, within twelve months from the date of the execution of said Trust Agreement, which was the 1st day of July, 1922, the City of Tulsa or its Park Board, should tender and pay unto said Trustee a sum of money equal to the aggregate amounts the said parties of the first part have paid as the purchase price of said land, together with interest thereon at the rate of ----- per cent per annum, then in such event the Trustee, being the party of the second part, was authorized, empowered and directed to execute its Trustee's Deed to said City of Tulsa or its Park Board covering said land so paid for; and

(Exhibit "C")

WHEREAS, said City of Tulsa, Oklahoma, or its Park Board, did not within said period of twelve months from the 1st day of July, 1922, tender or pay unto said Trustee, the purchase price of said lands, together with the interest thereon or any part thereof, and

WHEREAS, as provided by said Trust Agreement, a majority of the parties of the first part, together with the Trustee, the party of the second part, have executed what is called an Extension of Time for the City of Tulsa or the Park Board of said City of Tulsa, to purchase said property, and have extended the time in which the City of Tulsa or its Park Board should tender or pay to said Trustee the purchase price of said lands for a period of eighteen (18) months from the said 1st day of July, 1923; and

WHEREAS, the said parties of the first part are now negotiating with certain parties for a line of electric railway to run from the city of Tulsa to said property, and in case of their procuring such a line it will be necessary to execute to any person, firm or corporation who extends said line to or upon said property and deliver to said person, firm or corporation, a right-of-way over, across and upon said lands; and