

Executing of the will of Wilbur Emory Campbell

1908, personally appeared Emily M. Campbell, deceased, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Sophia Magnuson, Notary Public.

(SEAL) My commission expires May, 13, 1911.

Filed for record at Tulsa, Okla. Mar. 24, 1909. at 3.10 o'clock P. M.

H. C. Walkley, Register of Deeds (SEAL)

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L E A S E.

THIS AGREEMENT, Made and entered into this 20th, day of March 1909, by and between Adesta F. Hinman of Tulsa, Oklahoma, party of the first part and W. C. Rupright of Tulsa, Oklahoma, party of the second part:

WITNESSETH: Party of the first part in consideration of the covenants and agreements hereinafter contained and to be performed by the party of the second part, has this day leased demised and let, and by these presents does lease, demise and let for a period of 10 years, to be computed from the first day of April, 1909, the following described property; to-wit:

A strip of land located on the Southeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Eight (8), Township Nineteen (19), Range Twelve (12) East, extending in a Westerly direction along the bank of the Arkansas River a distance of Four Hundred (400) feet from the said plant now operated by the party of the second part and immediately west of and adjoining the end of the track laid by the St. Louis and San Francisco Railway Company.

TO HAVE AND TO HOLD THE SAME, unto the party of the second part, his heirs, executors, administrators and assigns for a period of Ten Years for the purpose of operating a sand plant in said river.

Party of the second part hereby agrees to pay as rental for the above described sand plant location, the sum of \$200.00 per annum in advance, on or before the first day of April each and every year during the continuance of this lease.

Party of the first part further agrees to commit no waste on said premises and to clear, cut, remove or destroy no trees, bushes, shrubs, or other growth along the bank of said river or extending inland a distance of Fifteen feet from the top of said bank and further agrees not to do or cause or permit to be done any act which shall endanger the bank of the Southeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Eight (8) Township Nineteen (19) North Range Twelve (12) East in any place or which may tend to cause the washing, caving or erosion of the same, upon penalty of forfeiture of this lease.

Party of the second part hereby agrees to ^{erect} ~~locate~~ a substantial dam at the Easterly end of and on said plant location at the point where a slough leaves said Arkansas River bed and forms an island to the Eastward, said dam to be erected across the source of said slough.

It is mutually agreed between the parties hereto that at the expiration of the ten years term of this lease, party of the second part may have the privilege of renewing the same for a period of Five years for the ^{same} ~~same~~ rental and upon like terms and conditions as herein contained

This lease is executed between the parties hereto in the stead of and to take the place of a contract of lease between Adesta F. Berry and the O. K. Sand Company, executed July 1, 1907, and party of the second part hereby relinquishes, releases and waives all rights under said contract of lease, executed the first day of July, 1907.