

LEASE CONTRACT.

THIS AGREEMENT, Made and entered into this 14th, day of August 1909, by and between Russell & Horner, of Tulsa, Okla., parties of the first part, and the Tulsa Sand and Supply Company, of Tulsa, Okla., parties of the second part.

WITNESSETH: That for and in consideration of the covenants hereinafter mentioned parties of the first part have this day leased and let to the parties of the second part for a period of twelve months from the date hereof, the following described property, to-wit

Lots twenty (20) and twenty One (21) in Block Seven (7), Buena Vista Addition, to the town of Tulsa, Okla., for the purpose of erecting thereon temporary structures, consisting of the following buildings, One office building, to be used as an office only it being fully agreed that no barns, out houses of any kind, or tents, shall be erected on said premises during the life of this lease without the written consent of the parties of the first part.

It being agreed by the parties to this agreement that the lots described are to be used for the purpose of carrying on a sand business only; and that the parties of the second part have a right to lay a pipe line to these lots, from the Arkansas River, for the conveying of said sand, providing: That they at all times have said pipelines so covered or aranged, that they will not interfere with the travel around said lots. And it is further agreed that the parties of the second part shall have at all times arrange to dispose of all water in such manner that it will not over flow the surrounding lots or form any pools or puddles on the said lots, and in ditching or piping said water to the river or creek, they will so construct the sewers, ditches or runs that no damage shall be done to the River Bank or the premises.

IN CONSIDERATION FOR THE ABOVE PRIVILEGES on the said lots, the parties of the second part agree to pay to the parties of the first part for their rental and use of said lots the total sum of \$100.00 One hundred Dollars, in advance, the receipt of which is hereby acknowledged.

It is mutually agreed and understood by and between the parties hereto that at the expiration of this contract, said parties of the second part are to surrender the possession of the said lots to the parties of the first part or their assigns. The parties of the second part shall remove all structures, pipe lines, machinery, appliances, equipment, tools and accumulations of sand, gravel, and all foreign substances from said land, within ten days after the expiration of this lease.

RUSSELL & HORNER, By W. D. RUSSELL
Parties of the first part.

Tulsa Sand Supply Company

By Earle G. Hastings
Second part.

STATE OF OKLAHOMA,)
 : SS.
TULSA COUNTY.)

BEFORE ME, W. S. McCluskey, a Notary Public in and for said County and State, personally appeared M. D. Russell, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same, as his free and voluntary act and deed, for the uses and purposes therein set forth
WITNESS my hand & Seal this 14th, day of August 1909

W. S. McCluskey, Notary Public.

(SEAL) My commission expires May 26, 1911.

Filed for record at Tulsa, Okla., Aug. 16, 1909 at 1 o'clock P. M.
H. C. Walkley, Register of Deeds (SEAL)