

My commission expires Oct 16 1912.

Filed for record at Tulsa, Okla. May 18 1910 at 8 o'clock A.M.

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

COMPARED

AGREEMENT.

THIS AGREEMENT, made and entered into this 18th day of May, 1910, by and between Vera Clinton McBirney, hereinafter designated the first party, and the West Tulsa Belt Railway Company, a corporation duly incorporated under the laws of the State of Oklahoma, hereinafter designated the second party: WITNESSETH:

In consideration of the sum of One Dollar and other valuable consideration paid by said first party to said second party, the receipt whereof is hereby acknowledged, and as a part of the consideration for certain lands situate in Tulsa County, in said State, conveyed by said first party to one C.F. Ireland by warranty deed of even date herof, the said first party shall have the right, at her own expense, to connect with the main line railroad of said second party, a switch, of proper standard guage, which said first party may build and construct from any point on lands now owned by said first party and being contiguous to the Easterly line of the lands this day sold and conveyed by said first party to said C.F. Ireland as above set out, said switch connection and the grade for same to be constructed in the manner to be directed by said second party; and, for the consideration aforesaid, said second party further agrees to move cars of outgoing freight from said switch and to deliver the same to the St Louis and San Francisco Railroad and to the Midland Valley Railroad at \$3.00 per car or to any other railroad or railroads, to or across <sup>which</sup> said second party may extend its railroad, at and for a price and rate of not to exceed the rate charged other persons, and the said second party further agrees to receive from the above named railroads and from any other railroad or railroads, to or across which the said second party may extend its line of railroad and with which it has connections all such cars of freight as may be shipped to any point on the said switch to be erected by said first party; but the use of said switch of said first party shall, at all times, be subject to the reasonable rules and regulations of said second party; and said first party shall, at all times, maintain said switch and grade in good, safe and proper operating condition.

Said second party, for the consideration aforesaid, further agrees, that, on commencing the work on the construction of its said line of railroad it will properly fence the east side of its right of way lying along said lands of the said first party.

This agreement and all the terms and conditions therein contained shall extend to and be binding upon the heirs, successors and assigns of the parties hereto.

Executed in duplicate the day and year first above written.

Vera Clinton McBirney (seal)

West Tulsa Belt Railway Company  
By W.E. Hawley, President.

(Corp Seal)

Attest:- C.L. Huonker, Secretary.

ACKNOWLEDGMENT.

STATE OF OKLAHOMA, COUNTY OF TULSA; S.S.

Before me, the undersigned, a Notary Public in and for said county and State, on this 18th day of May, 1910, personally appeared W.E. Hawley, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument, as its president, and acknowledged to me that he executed the same as his free and voluntary act and