

pursuance of the order of the County Court of Creek County, Oklahoma, the said second party hereby agrees that the said first party, or the said Walton S. Clinton, shall have the right, at his own expense, to connect with the main line of railroad of the said second party a switch of proper standard gauge, which said first party, or said Walton S. Clinton, may build and construct from any point on the lands now owned by the said Walton S. Clinton and being contiguous or adjacent to the lands this day conveyed to the said second party; said switch and the grade for same to be constructed in the manner and at the precise point on the railroad of the said second party as may be designated by the said second party, provided that said first party, or the said Walton S. Clinton, shall have the right to determine upon which side of the railroad the said switch connection shall be made; and that the said second party will move cars of outgoing freight from said switch and deliver the same to the St. Louis & San Francisco Railroad Company or to the The Midland Valley Railroad Company, at a price for and charge not to exceed \$3.00 per car, or to any other railway or railroad company or companies to or across whose line or lines the second party may extend its line and with which it may have connections at and for a price and charge not to exceed the rate charged other persons; and that said second party will receive from the above named companies or from any other railway or railroad company or companies to or across whose lines said second party may extend its line of railroad, and with which it may have connections, all such cars of freight as may be consigned to said first party or to said Walton S. Clinton, and deliver same to any point desired on said switch that may be constructed upon said lands of the said Walton S. Clinton; but the use of said switch, shall, at all times, be maintained by said first party or by said Walton S. Clinton in good, safe and proper operating condition.

That said second party hereby further promises and agrees that it will, promptly, after the delivery to it of this instrument, file the same for record and have the same duly recorded in the office of The Register of Deeds within and for Tulsa County, Oklahoma.

This agreement and all its terms and conditions shall extend to and be binding upon the said Walton S. Clinton and shall extend to and be binding upon the heirs, successors and assigns of the parties hereto. and of the said Walton S. Clinton.

It is further understood that this agreement shall be of no force and effect until and except the same shall be duly approved by the Court of Creek County, Oklahoma

Executed in duplicate on this the day and year first above mentioned.

Lee Clinton, Guardian of the person and estate  
of Walton S. Clinton a Minor.

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

(CORP SEAL)

Attest: C.L. Huonker, Secretary.

State of Oklahoma County of Tulsa SS.

Before me, the undersigned a Notary public in and for said county and State, on this the 21st day of May A.D. 1910, personally appeared Lee Clinton, guardian of the person and estate of Walton S. Clinton, a minor, to me known to be the identical person who executed the within and foregoing instrument and as such guardian, and acknowledged to me that he, as such guardian, executed the same as