



L. W. Lindsey, et al

To

Easement For Water Mains and Laterals.

Jas Egan.

This contract and agreement made and entered into this 25th day of February, 1907 by and between by Lila D. D. Lindsey and L. W. Lindsey of Tulsa, I.T. parties of the first part and Jas Egan of Tulsa, I.T. party of the second part, Witnesseth:

That for and in consideration of the sum of one dollar the receipt of which is hereby acknowledged and of the express conditions that the party of the second part will furnish to all the premises in the Lindsey first and second addition, as shown by the official plat of said additions for a period of fifteen years water for all purposes required and the charges for same will not exceed any price now charged by the Water Co., of the city of Tulsa, I.T. and of the further consideration which is hereby made and express condition of this contract, that the party of the second part, his successors or assigns will not attempt to conform this contract to, or cancel it by any ordinance which has been or may here and after be passed by the city of Tulsa, I.T. in case the aforesaid additions shall become a part of the incorporated city of Tulsa, I.T. lots, (leaves, and semies) for a period of fifteen years unto the party of the second part. (The exclusive franchise to pipe the streets and allies of said Lindsey first and second addition with the water mains and laterals of the party of the second part.)

For and in consideration of the easement granted by the party of the first part to the party of the second part, the party of the second part expressly agrees to pipe with its mains and laterals the streets and allies of said first and second addition for water purposes for a period of fifteen years from the 25th day of February 1907 and to charge for said water at a rate, not to exceed the price of any ordinance now enforced in the city of Tulsa, I.T. and to keep the terms and conditions of this contract inviolate, notwithstanding any, existing of subsequent ordinance of the city of Tulsa making provisions contrary to, and in modification of the terms of this contract.

It is expressly understood that in case this said additions should become a part of the incorporated city of Tulsa, I.T. the party of the second part, its successors and assigns, covenants and agrees that the rate herein made shall not be increased, notwithstanding an ordinance of the city of Tulsa shall provide for a higher rate and when the party of the second part its successors and assigns shall connect its pipe or pipe with any premises in the said