

No. 2887

P. M.
P. L.
C. L.
C. D.
C. I.

Lila D. Lindsey,

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Covenant For Gas Mains and Laterals.

Galbreath Gas Co.

This contract and agreement made and entered into this, the — day of February, 1907 by and between Lila D. Lindsey and L. W. Lindsey of Tulsa Indian Territory, parties of the first part, and the Galbreath Gas Company of Tulsa, Indian Territory, 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 expressed conditions that the party of the second part will furnish to (all premises in Lindsey First Addition, as shown by the official plat of said addition) for a period of (fifteen years) gas for heating and lighting purposes at not exceeding 20¢ per 1000 cu. ft. with a discount of 20% for prompt payment on or before the 10th of each month succeeding that in which the gas is used, and of the further consideration which is hereby made an express condition of this contract, that the party of the second part, its successors and assigns, will not attempt to conform this contract to, or cancel it by, any ordinance which has been, or may hereafter be, passed by the City of Tulsa, Indian Territory, in case the aforesaid addition shall become a part of the incorporated City of Tulsa, (lots, bases and divisions) for a period of fifteen years unto the party of the second part they exclusive franchise to pipe the streets and alleys of said Lindsey First Addition with the gas mains and laterals of the party of the second part.

For and in consideration of the covenant 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 alleys of said Lindsey First Addition for gas purposes for a period of fifteen years from the — day of February, 1907, and to charge for said gas at a rate not to exceed 20¢ per thousand cu. ft. for gas consumed, and to allow 20% off of said amount for the prompt payment on or before the 10th of the month succeeding that in which the gas is used, and to keep the terms and conditions of this contract inviolate, notwithstanding any existing or 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 addition should become a part of the incorporated City of Tulsa the party of the second part, its successors and assigns, covenants and agrees that the rate herein made shall be increased, notwithstanding any