

said City of Tulsa and become the property of the said City of Tulsa with full right, authority, and power to regulate, operate, repair and maintain such sewer system or any part thereof, in the same manner and under the same rules and conditions as provided by the Charter and Ordinances of the City of Tulsa, and the laws of the State of Oklahoma for the use, operation, repair and maintenance of the sewer systems of said City of Tulsa.

That in the event the said property herein, set forth shall be included in a sewer district, hereinafter created, by the said City of Tulsa, either within or without the corporate limits of said City of Tulsa, but within the sanitary jurisdiction of said City of Tulsa, the said part- of the second part consent- and agree- said property shall be assessed and taxed in the same form and manner and upon the same basis as other property in said sewer district is assessed and taxed, and the same shall become a lien against the property herein described and enforced in manner and form by law provided, , provided, however that the actual cost of that part or portion of such sewer constructed, connected and used, as herein provided, which shall be upon the public property of the City of Tulsa, or upon the public property of the City of Tulsa or upon the public highways of the County of Tulsa, within the limits, by law provided, at the time such sewer District is created, shall be a credit on said assessment in the sum of Five (\$5.00) dollars to be paid by the said City of Tulsa, to the fee owner of such property at the time such assessment is levied and charged against said property.

44  
It is agreed and understood that the said City of Tulsa by its agents and employees shall have a right-of way and easement over, into and upon the property herein described for the purpose of constructing, repairing maintaining, supervising and operating the sewer or sewers herein provided for, and the said second part do hereby waive any damage or claim of damage by reason of the construction, operation, repair, maintenance and supervision of such sewer of the said City of Tulsa, its agents contractors or employees.

It is agreed and understood that this contract shall be filed of record in the office of the Register of Deeds as against said property for the uses and purposes herein provided.

In Witness Whereof we have hereunto set our hands this 2nd day of Aug. 1922.

Attest:

Roy Garbett,  
City Auditor,

(SEAL)

City of Tulsa,

By H.F. Newblock, Mayor.

O.P. Matthews,

part- of the second part.

Approved as to form this 2nd day of August 1922.

I. J. Underwood

City Attorney.