

Filed for record in Tulsa, Tulsa County, Oklahoma, December 12, 1922, at 4:10 o'clock P.M. and recorded in Book 426, Page 375.

By F. Delman, Deputy. (Seal)

O. D. Lawson, County Clerk.

216300 C.M.J.

SEWER CONTRACT.

COMPARED

THIS AGREEMENT, made and entered into this 6th day of December 1922, by and between the CITY OF TULSA, OKLAHOMA, party of the first part, and R. J. Irwin of Tulsa County, Okla., State, part of the second part; WITNESSETH:

For and in consideration of the use of and connection with the sewer system in SEWER DISTRICT NO. - - of said City of Tulsa, and the covenants and agreements herein contained, the said part- of the second part do hereby covenant and agree with the said City of Tulsa, Oklahoma, as follows, to-wit:

That the said part- of the second part- the fee owner of the following property covered by this contract, to-wit:

Lots 22, 23 and 24 block 1 Kirkpatrick Heights

That the said party of the second part is hereby authorized and permitted to construct connect with and make use of the sewer in SEWER DISTRICT NO. 182 of the City of Tulsa, upon the said party of the second part paying the entire cost of such sewer construction, connection and use, and in addition paying to the said City of Tulsa, the sum of Five (5%) per centum of the cost of such construction, connections and use, as an engineering fee for the supervision of such construction, connection and use.

The said party of the second part further agrees that such sewer construction, connections and use shall be in accordance with plans and specifications required by the City Engineer of the City of Tulsa, and no such sewer shall be constructed, connected or used without said second party securing and paying for the permits required by the Charter and Ordinances of the City of Tulsa, and such sewer connection, construction and use being approved by the City Engineer.

That such sewer or any part thereof located upon the public property of the City of Tulsa, Oklahoma, or upon any public highway, either within or without the City of Tulsa, at the time such sewer district is created, shall be and remain a part of the sewer system of the 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 party of the second part consents and agrees 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 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 Eight and 50/100 (\$8.50) Dollars.