

its successors or assigns forever.

Dated this 13th day of October, A.D. 1922.

C. E. McFarland.

State of Oklahoma)
County of Tulsa) SS

Before me, the undersigned, a Notary Public, within and for said County and State, on this 13th day of October, 1922, personally appeared C. E. McFarland, to me known to be the identical person who executed the within and foregoing instrument in writing and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year above written.

My commission expires Dec. 1st, 1925.

My commission expires Dec. 1st, 1925. (SEAL) E. N. Riley, Notary Public.

Approved as to form,
I. J. Underwood, City Attorney.

Approved as to substance,
Charles Schultz, City Engineer.

Filed for record in Tulsa County Okla. on Nov. 24, 1922, at 11:40 A.M. and duly recorded in book 431, page 309, By F. Delman, Deputy, (SEAL) O. D. Lawson, County Clerk.

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SEWER CONTRACT.

This agreement, made and entered into this 24 day of October, 1922, by and between the City of Tulsa, Oklahoma, party of the first part, and Howard B. Hughes of Tulsa, County, Okla. State, party of the second part, witnesseth:

For, and in consideration of the use of and connection with the sewer system in sewer district No. 141 of said City of Tulsa, and the covenants and agreements herein contained, the said party 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:

E102 feet L-1 B-26, Park Place addition.

That the said part-- of the second part, hereby authorized and permitted to construct, connect with and make use of the sewer in Sewer District No. 141, of the City of Tulsa, upon the said part-- 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,

That said part-- of the second part further agree that such sewer construction, connection and use shall be in accordance with plans and specifications required by the City Engineer of the City of Tulsa, and so such sewer shall be constructed, connected or used with said second part-- securing and paying for the permits required by the Charter and Ordinances of the City of Tulsa, and such sewer 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, 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