

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 therein provided.

IN WITNESS WHEREOF, we have hereunto set our hands this 28th day of February 1923.

Attest: Roy Garbett, City Auditor. (Seal)

CITY OF TULSA,  
By W. F. Newblock, Mayor.

Approved this 7th day of March, 1923.  
I. J. Underwood, City Attorney.

Harry Montague,  
Part- of the Second Part.

STATE OF OKLAHOMA, COUNTY OF TULSA, ss.

Before me, a Notary Public, in and for the above named County and State, on this 28 day of Feb'y., 1923, personally appeared Harry Montague and -- to me personally known to be the identical person who executed the within and foregoing instrument 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.

Witness my signature and official seal the day and year last above written.

My commission expires April 9' 23

Edna Keeling, Notary Public.

City of Tulsa, Filed Feb. 23, 1923. 11 A.M. Roy Garbett, City Auditor By T.

Filed for record in Tulsa, Tulsa County, Oklahoma, March 23, 1923 at 11:20 o'clock A.M. and recorded in Book 435, Page 239.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

225429 C.M.J.

COMPARED

SEWER CONTRACT.

THIS AGREEMENT, made and entered into this 9th day of January 1923, by and between the CITY OF TULSA, OKLAHOMA, party of the first part, and C. D. Coggeshall of Tulsa County, Oklahoma, 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. 184 of said City of Tulsa, and the covenants and agreements herein contained, the said party of the second part does hereby covenant and agree with the said City of Tulsa, Oklahoma, as follows, to-wit:

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

Lot 3, Block 1 Elem Wood Addition

That the said party of the second part does hereby authorized and permitted to construct, connect with and make use of the sewer in SEWER DISTRICT NO. 184 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, connection 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, connections and use shall be in accordance with plans and specifications required by the City of Tulsa, and no such sewer shall be constructed, connected or used without said second part- 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