

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 five and -- (\$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.

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 22 day of January, 1923.

Attest: (No Seal)
 - - - - - City Auditor.
 Approved this -- day of -- 192-
 ----City Attorney.

CITY OF TULSA,
 By - - - - - Mayor.
 L. C. Brock,
 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 22nd day of January, 1923, personally appeared L. C. Brock 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 May 29th, 1926. (Seal) Mrs. Clara W. Harwood, Notary Public.
 Approved as to form. I. J. Underwood, City Attorney.
 Jan. 22, 1923.

Filed for record in Tulsa, Tulsa County, Oklahoma, March 23, 1923, at 11:20 o'clock A.M.
 and recorded in Book 435, Page 243.

By Brady Brown, Deputy. (Seal) O. C. Weaver, County Clerk.

225432 C.H.J.

COMPARED

SEWER CONTRACT.

THIS AGREEMENT, made and entered into this 8th day of March, 1923, by and between the CITY OF TULSA, OKLAHOMA, party of the first part, and Max Campbell & G. P. McDowell 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. 186, 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:

Lot 1 Block 2, Edgewood Place to the city of Tulsa, Okla.

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. 186 of the city of Tulsa, upon the said