

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 No/100 (\$5.00) Dollars, to be paid by the said City of Tulsa to the city of Tulsa to the fee owner of such property at the time such assessment is levied and charged against said property. COMPARED

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, constructs 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 8th day of May 1923,

Attest:

Roy Garbett, City Auditor.  
Approved this 9th day of May, 1923.  
I. J. Underwood,  
City Attorney.

CITY OF TULSA,

By - - - - Mayor  
Mrs. G. L. Lockhead  
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 7 day of May, 1923, personally appeared Mrs. G. L. Lockhead to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her 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.

(Seal)

Edna Keeling, Notary Public.

My commission expires Apr. 7, 1927.

City of Tulsa, Filed May 7, 1923. 9 A.M.  
Roy Garbett, City Auditor. By T.

Filed for record in Tulsa, Tulsa County, Oklahoma, May 31, 1923, at 2:00 o'clock P.M. and recorded in Book 435, Page 403.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

231978 C.M.J.

#### SEWER CONTRACT.

COMPARED

THIS AGREEMENT, made and entered into this 1st day of May 1923, by and between the CITY OF TULSA, OKLAHOMA, party of the first part, and W. A. Scott 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. 79, 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 3 Block 12 Parkdale Add.

That the said part- of the second part is hereby authorized and permitted to construct, connect with and make use of the sewer in SEWER DISTRICT NO. 79 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,