

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 last above written.

My commission expires Aug. 10, 1926 (SEAL) J. Caskie Scott-Notary Public

Approved as to form

I. J. Underwood- City Attorney

Approved as to substance

Charles Schultz-City Engineer

Dones 3-21-23

City of Tulsa. Filed 11:30 Mar. 21, 1923 A.M. Roy Garbett, City AUDITOR by T

Filed for record at Tulsa, Tulsa County, Oklahoma, April 13, 1923 at 4:00 o'clock P.M. and recorded in Book 441 Page 269

By Prady Brown - Deputy

(SEAL)

O. G. Weaver - County Clerk.

327489-ACM COMPARED SEWER CONTRACT.

THIS AGREEMENT, made and entered into this the 21st day of March, 1923, by and between the CITY OF TULSA, OKLAHOMA; party of the first part and W. M. Criner 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. 136, of said City of Tulsa, and the covenants and agreements herein contained, the said part___ of the second party 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 19 and 20 Block 2 Lloyd 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. 136 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 to 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, 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 the 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 and Ordinances of the City of Tulsa, and the laws of the State of Oklahoma, for the use and operation, repair and maintenance of sewer system of said City of Tulsa.

Thatⁱⁿ/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