

COMPARED

limits of said City of Tulsa, but within the sanitary jurisdiction of said city of Tulsa, the said part___ of the second part consents ___ and agree___ said property shall be assessed and taxed in the same form and manner and upon the same basis as other property in th 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 highway of the County of Tulsa, within the limits mñ by law provided, at the time such sewer district is created, shall be a credit on said assessments in the sum of Five and no/100 (\$.50) 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 out hands this 23 day of March, 1923

CITY OF TULSA

By H. F. Newblock-Mayor

Approved this 4th day of April, 1923

W. M. Criner

Part___ of the second part.

I. J. Underwood-City Attorney

Filed for record in the office of the Register of Deeds, Tulsa County, Oklahoma, this ___ day of ___, 192__

STATE OF OKLAHOMA, COUNTY OF TULSA, ss.

Before me, a Notary Public, in and for the above named County and State, on this 21 day of March 1923, personally appeared W. M. Criner 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 1 - 23

(SEAL)

Edna Keeling-Notary Public

City of Tulsa, Filed March 21, 1923 11:30 A.M. Roy Garbett, City Auditor- By T

Filed for record at Tulsa, Tulsa County, Oklahoma, April 13, 1923 at 4:00 O8Clock P.M. and recorded in Book 441 Page 270

By Brady Brown & Deputy

(SEAL)

O. G. Weaver - County Clerk

227490-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 O Mary Habermann 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 DISTRICT NO. 166, 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