

identical person who executed the within and foregoing instrument in writing 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.

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 2-26-23

City of Tulsa, Filed Mar. 27, 1923 9 A.M. Roy Garbett-City Auditor By R

Filed for record at Tulsa, Tulsa County, Oklahoma, April 13, 1923 at 4:00 o'clock P.M. and recorded in Book 441 Page 275

By Brady Brown - Deputy

(SEAL)

O. G. Weaver - County Clerk.

COMPARED

227494*ACM

SEWER CONTRACT

THIS AGREEMENT, made and entered into this the 8th day of March, 1923, by and between the CITY OF TULSA, OKLAHOMA, party of the first part, and D. H. Boulton 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. ____ 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:

West 95' of Lot 2 block 2 Tulsa Square Addition to
the City of Tulsa, Oklahoma.

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. 174 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, 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 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, operation repair and maintenance of the sewer system of the said City of Tulsa.