

COMPARED

That in 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 limits of said City of Tulsa, but within the sanitary jurisdiction of said City of Tulsa, the said part__ of the second part consent__ and agree__ said property shall be 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 highway 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 Seven and 50/100 (\$7.50) 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, unto 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 19th day of March, 1923.

ATTEST:

CITY OF TULSA

Roy Garbett- City Auditor

By H. W. Newblock-Mayor

Approved this 23 day of March 1923

D. H. Boult-party 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 19th day of March, 1923, personally appeared D. H. Boult 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 Oct. 9, 1923 (SEAL) A. W. Watkins-Notary Public

(Seal states Oct 9, 1923)

Filed for record at Tulsa, Tulsa County, Oklahoma, April 13, 1923 at 4:00 o'clock P.M. and recorded in Book 441 Page 276

By Brady Brown - Deputy

(SEAL)

O. G. Weaver - County Clerk.

227495-ACM

COMPARED

SEWER CONTRACT.

THIS AGREEMENT, made and entered into this 7 day of April, 1923, by and between the City of Tulsa, Oklahoma, party of the first part, and Philip Kates of Tulsa County, Oklahoma State, party of the second part; WITNESSETH:

For and in consideration of the use of and connection with the sewer district No. 116 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: