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State, on this..... day of August 1923, personally appeared S. J. Richardson, to me known to be the 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 June 6, 1927.

(SEAL)

R. L. Kifer, Notary Public.

Approved as to form City Attorney.

Approved as to substance City Engineer.

Filed for record at Tulsa, Tulsa County, Oklahoma, Aug. 30, 1923, at 1:20 o'clock P. M. and recorded in book 468, page 220.

By Brady Brown, Deputy.

(SEAL)

O. G. Weaver, County Clerk.

#239125 NS

C O N T R A C T .

COMPARED

THIS CONTRACT AND AGREEMENT, made and entered into this 29th day of August, 1923, by and between, P. L. Reppert party of the first part and S. J. Richardson, party of the second part;

WITNESSETH;- That Whereas, said first party is the owner of the North Fifty-four (N54) feet of lot Five (5) in Block Two (2) of Swan Park Addition to the City of Tulsa and said second party is the owner of lot Four (4) in Block Two (2) of Swan Park Addition to the City of Tulsa, and has this day given and granted to the City of Tulsa the right and easement to construct and maintain a sanitary sewer across said lot from a point on the west line of said lot sixteen (16) feet from the Northwest corner thereof and running in a southeasterly direction to a point on the North line of said Lot Five (5) Twenty-eight feet from the Northwest corner thereof;

AND WHEREAS, the first party desires to make a connection with said sewer for the purpose of serving the property owned by him as aforesaid and is interested in having said easement granted to the City of Tulsa;

NOW THEREFORE, in consideration of the granting of said easement by said second party and as a material inducement for that purpose the said first party does here by agree with said second party that said first party or his assigns or successors in title to the property owned by him as aforesaid will hold said second party harmless from all damages to the surface of said Lot Four (4) by reason of installation, maintenance or repair of said sewer and in the event that said city of Tulsa or any other persons duly authorized shall enter upon said property for the purpose of maintaining, repairing or removing said sewer or any part thereof and shall by such entry and operations disturb or injure the surface of said lot, said first party or his assigns or successors in title to the property owned by him as aforesaid, will pay upon demand all necessary cost of refilling, repairing and putting the surface of said lot in as good condition as the same was before such disturbance. It is expressly understood that this contract shall run with the title to the property aforesaid and shall be binding upon the parties hereto their heirs and assigns or successors in title to the property aforesaid. It being expressly understood that said obligation is a burden imposed upon said land.

In witness whereof, We have hereunto set our hands, this 29th day of