

to be the identical persons who executed the within and foregoing instrument in writing and acknowledged to me that they executed the same as their 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 ^{January} 31st, 1927. (SEAL) E. H. Long, Notary Public.

APPROVED AS TO FORM. J.J. Underwood, City Attorney.

Approved as to substance, Charles Schultz, City Engineer.

CITY OF TULSA, Filed May 30, 1923, 9; A.M. Roy Garbett, City Auditor, By T.

Filed for record at Tulsa, Tulsa County, Oklahoma, Sept. 17, 1923, at 4; o'clock P.M. and recorded in book 468, page 349.

By Brady Brown, Deputy; (SEAL) O.G. Weaver, County Clerk.

#240203 NS

SEWER CONTRACT.

COMPARED

THIS AGREEMENT, made and entered into this the 12th day of June, 1923, by and between the CITY OF TULSA, OKLAHOMA, party of the first part and W. B. Smith, 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 is SEWER DISTRICT NO. 79, 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;

Lots 7 & 8 Block 5 Parkdale Addition.

That the said part.... of the second part.... hereby authorized and permitted to construct, connect with and make use of the sewer District No. 79, 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 systems of said City of Tulsa.