

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date above mentioned. (Seal)

My commission expires on the 16th day of January 1927. Beulah McAllister, Notary Public.  
Filed for record in Tulsa, Tulsa County, Oklahoma, Nov. 6, 1923, at 10:45 o'clock A.M. and recorded in Book 479, Page 379.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

243889 C.M.J.

AGREEMENT.

COMPARED

479 This agreement made and entered into this the 26th day of January 1921, by and between Gertrude Atwood and Lee Atwood her husband, parties of the first part and the Incorporated City of Collinsville, Tulsa County, Oklahoma, party of the second part, Witnesseth, that for and in consideration of the covenants and agreements hereinafter set forth, the parties of the first part does this day let and lease unto the party of the second part its assigns or successors, for the purposes hereinafter set forth, a right of way or easement for the purpose of laying a water drain pipe line and maintaining same to be used only for the purpose of a drainage line to drain all waste water from the City's Filtration and electric light plants, and not to be used for a sewerage line by said city, said line to begin at the City's man hole near the North side of the filtration plant in Sec. 21, Twp. 22, Range 14 East, thence running in a North Easterly direction a distance of about 345 feet, to where said drainage line empties into the creek. Said lease or right of way to extend for a period of Ninety nine (99) years, from date hereof, provided that said premises is used for the purposes above set forth, and in the event the City ceases to use said premises for said purposes, then and in that event, this lease or right of way, shall terminate and be of no force and effect whatever. The parties of the first part are to receive the sum of Fifty Dollars, for said right of way the receipt of which is hereby acknowledge by the parties of the first part.

It is further agreed by and between the parties hereto that the party of the second part its successors and assigns shall have the right to lay and maintain and remove its pipe line from said premises and for said purposes shall have the right of ingress and egress in and to said premises, and to do all things necessary to be done in order to properly care for and maintain said pipe line, provided however that the party of the second part shall be liable to the parties of the first part for all damages it may do to said premises in operating and maintaining said pipe line.

In witness whereof we have hereunto set our hands and seals this 26th day of January 1921.

The city of Collinsville, by (Seal)  
H. P. Hampton  
City Business Manager and Clerk.

Gertrude Atwood  
Lee Atwood  
W. E. Smith  
Chairman of the Board  
of Commissioners.

State of Oklahoma, )  
County of Tulsa. ) ss.

Before me the undersigned Notary Public in and for the County and State aforesaid, personally appeared Gertrude Atwood and Lee Atwood, her husband, and W. E. Smith, Chairman of the Board of Commissioners of the city of Collinsville and H. P. Hampton City Business Manager and Clerk of the city of Collinsville, to me known to be the parties who executed the above and foregoing instrument of writing, and each acknowledged that he executed the capacity therein described and as his free and voluntary act and deed for the uses and purposes and considerations therein set forth.

Witness my hand and seal this the 26th day of January 1921.

My commission expires Sept. 11th, 1922. (Seal)

E. E. Bateman, Notary Public