

252646 C.J.

SEWER CONTRACT

THIS AGREEMENT, made and entered into this the 21st day of February, 1924, by and between the CITY OF TULSA, OKLAHOMA, party of the first part, and Heizer-McCaskey Realty Co. 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 136, 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:

Lot 19 block 3 Lloyd Addition to the city of Tulsa, Okla.

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. 136 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.

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 highways 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 Five and (\$5.00) 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, into 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 and damage or claim of damage by reason of the construction, operation, repair, maintenance