

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 -----(\$-----) 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 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 Feb. 1924.

Attest:

Roy Garbett
City Auditor

(SEAL)

CITY OF TULSA
By H. F. Newblock
Mayor

Giles A. Penick

Approved this 28 day of Feby., 1924

Part--- of the Second Part.

I. J. Underwood
City Attorney.

STATE OF OKLAHOMA, COUNTY OF TULSA, ss.

Before me, a Notary Public, in and for the above named County and State, on this 19 day of Feb., 1924, personally appeared Giles A. Penick 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 January 19, 1928 (SEAL)

P. K. Dittmer, Notary Public

CITY OF TULSA

FILED

FEB 19, 1924

ROY GARBETT City Auditor

By R. *[Signature]*

Filed for record in Tulsa County, Tulsa Oklahoma, Mar. 4, 1924 at 2:20 o'clock P. M.
in Book 486, page 499 By Brady Brown, Deputy (SEAL) O. G. weaver, County Clerk