

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 19 day of April, 1924.

Attest:

40 Roy Garbett

City Auditor.

CITY OF TULSA

By H. F. Newblock
Mayor

W. M. Criner

Approved this 26 day of April, 1924

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 April 1924, personally appeared W. M. Criner 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 Sept 12, 1927

(SEAL)

Frances Terpening, Notary Public

Sportsman
4/19/24

Filed for record in Tulsa County, Tulsa Oklahoma, May 21, 1924 at 3:30 o'clock P. M. in Book 488, page 206

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

258745 C.J.

COMPARED

SEWER CONTRACT

THIS AGREEMENT, made and entered into this the 3rd day of May, 1924, by and between the CITY OF TULSA, OKLAHOMA party of the first part, and D. W. Davison 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. 175 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:

West Fifty feet (50') of Lot 22 & 21 block 1 Bullette 2nd 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. 175 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.