

#265383 BO ~~COMPARED~~ SEWER CONTRACT;

THIS AGREEMENT, made and entered into this 26th day of June, 1924, by and between the City of Tulsa, Oklahoma party of the first part, and Henry Baden and W. H. Lenfesty of Tulsa County, Oklahoma. State parties of the second part; WITNESSETH;

For in consideration of the use of and connection with the sewer <sup>system is Sewer No.</sup> District 157 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 parties of the second part the fee owner of the following property covered by this contract, to-wit;

East 70 feet of Lot 23 and 24 of Block 4, Overlook Park Addition  
of the City of Tulsa (according to recorded Plat thereof).

That the said parties of the second part do hereby authorized and permitted to construct connect with and make use of the sewer in SEWER DISTRICT NO- 157 of the City of Tulsa, upon said the parties 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. connection and use as an engineering fee for the supervision of such construction, connection and use.

The said parties 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 parties securing and paying for the permits required by the Charter and Ordinance of the City of Tulsa. and such sewer connection. construction and use being <sup>approved</sup> 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, 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 system 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 parties 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 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 assessments is levied and charged against 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 purposes of constructing, repairing, maintaining, supervising and operating the sewer or sewers herein provided for and the said second parties, do hereby waive any damage or