

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 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 credit on said assessment in the sum of Five and no/100 (\$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 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 14th day of October, 1924;
ATTEST.

(corp seal)

CITY OF TULSA

Roy Garbett City Auditor,

By H. F. Newblock Mayor,

Approved this 22 day of Oct, 1924,

John R. Skinner

I. J. Underwood City Attorney,

Party of the second part.

Filed for record in the Office of the Register of Deeds, Tulsa County, Oklahoma, this day _____
O 192;

City of Tulsa, Filed Oct 14th 1924 @ 9:00 O'Clock A. M. Roy Garbett, City Auditor, By- H
State of Oklahoma, County of Tulsa,) SS

Before me, a Notary Public, in and for the above named County and State, on this 10th day of Oct. 1924, personally appeared John R. Skinner and 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 Tenpenning Notary Public,

Filed for record in Tulsa, Tulsa County Oklahoma, December 10th, 1924 at 11:40 O'Clock
A. M. and recorded in Book 489, Page 382.

By Brady Brown Deputy

(seal)

O. G. Weaver County Clerk

#273915 EC

SEWER CONTRACT ;

This Agreement, made and entered into this 8th day of November, 1924 by and between the CITY OF TULSA, OKLAHOMA, party of the first part, and Wellston Plaining Mill and Lumber Co, of Tulsa County, Oklahoma, 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- 173 of said City of Tulsa, and the covenants and agreements herein contained