

Said sewer shall be laid and maintained by the said party of the second part at its own cost and expense, in such a manner as not to interfere with the use by the parties of the first part, their successors or assigns, of the premises where laid.

Party of the second part further expressly agrees to properly and carefully fill all excavations necessary for the laying of said sewer and to keep said excavation filled until the earth is thoroughly settled and to save the parties of the first part harmless from any and all damages, direct or indirect, to person or property which may arise from any negligence of the second party, its employees, or agents in laying said sewer or maintaining said fill.

It is further expressly agreed that the shale or rock encountered in the laying of said sewer and not used in making the fill shall be removed from the premises. The fill shall be so made as to replace the earth, or other excavated material, as near as practicable to its natural condition.

It is further expressly agreed that the party of the second part shall furnish and install, for the use of the first parties, their successors or assigns, four (4) Six (6) inch "Y" connections within said lot four (4) which shall extend to ^{approximately} within four (4) feet of the natural surface.

In witness whereof the parties hereto have caused this instrument to be executed this 12th day of December, 1910.

CITY OF TULSA
By L.J. Martin, Mayor
Attest: E.B. Cline, City Auditor.

(SEAL)

Frank Ezell
Mrs L^{ouis} Ezzell
Parties of the first part.

O.K. John R. Ramsey, City Atty.

State of Oklahoma, County of Tulsa, SS.

Before me, a Notary public in and for said county and state on this 12th day of December, 1910, personally appeared Frank Ezell and L^{ouis} Ezell, his wife, to me known to be the identical persons who subscribed the foregoing instrument as the parties of the first part and each acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act of each of them for the uses and purposes therein stated.

(seal)

M. Ione Barr, Notary Public

My commission expires March 9, 1913

Filed for record at Tulsa, Okla Dec 15, 1910 at 2:55 P.M.

H.C. Walkley, Register of Deeds (seal)

COMPARED

Warranty Deed.

THIS INDENTURE WITNESSETH: That Walter Short and Minnie L. Short, of Tulsa County of Tulsa State of Oklahoma, parties of the first part, in consideration of the sum of One Thousand (\$1000.00) dollars in hand paid, the receipt of which is hereby acknowledged do hereby grant, bargain, sell, and convey unto John B. Phillips, of Tulsa County in the state of Oklahoma, party of the second part, the following described real property situate in Tulsa County, State of Oklahoma, to-wit: Lots Thirteen (13) fourteen (14) fifteen (15) and Sixteen (16) of Springdale (acre) Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof as shown by the record thereof ~~for~~ recorded in the office of the register of Deeds in Tulsa County, and State of Oklahoma together with all the improvements thereon and the appurtenances thereunto belonging and warrant the title to the same.