

GUARANTY AT TRACT COMPANY  
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# 288348  
CERTIFICATE OF DEDICATION AND  
BILL OF ASSURANCE

Dated: April 18, 1956  
Filed: May 28, 1956 at 2:12 P.M.  
PLAT #2091

MOELLER HEIGHTS  
AN ADDITION IN TULSA COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That R. F. Vance and Mary V. Vance, husband and wife, are the owners of the following described land in the County of Tulsa and State of Oklahoma, to-wit:

All that part of the W/2 SE/4 of Section 11, Township 19 North, Range 13 East of the Indian Base and Meridian, Tulsa County, Oklahoma, particularly described as follows, to-wit:

Beginning at the Northwest corner of said W/2 SE/4; thence S 00-09'-38" W along the West boundary of said W/2 SE/4 a distance of 2640.96 feet to the Southwest corner of said W/2 SE/4; thence East along the South boundary of said W/2 SE/4 a distance of 660.08 feet to the Southeast corner of the W/2 of said W/2 SE/4; thence N 00-09'-51" E along the East boundary of said W/2 SE/4 a distance of 683.32 feet; thence S 79°-53'-02" E a distance of 75.82 feet; thence N 65°-06'-19" E a distance of 187.00 feet; thence S 26°-01'-09" E a distance of 218.55 feet; thence N 63°-58'-51" E a distance of 0.00 feet; thence to the right on a curve of radius 575 feet a distance of 260.07 feet; thence East a distance of 68.46 feet to a point in the East boundary of said W/2 SE/4; thence N 00-10'-04" E along the East boundary of said W/2 SE/4 a distance of 2030.36 feet to a point in the North boundary of said W/2 SE/4; thence N 89°-58'-48" W along the North boundary of said W/2 SE/4 a distance of 1320.50 feet to the point of beginning;

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and have caused the same to be surveyed, staked, platted and subdivided into lots, blocks and streets, and have designated the same as MOELLER HEIGHTS, an Addition in Tulsa County, Oklahoma;

NOW, THEREFORE, the undersigned owners do hereby dedicate for public use all of the streets as shown on said plat and do hereby guarantee the title to all of the land covered by said streets. For the purpose of providing an orderly development of the entire tract above described and in order to provide adequate restrictive covenants for the mutual benefit of themselves and their successors in title to the subdivisions of said tract (hereinafter referred to as lots) the undersigned do hereby impose the following restrictions and reservations and create the following easements which shall be binding upon them and their successors and assigns, to-wit:

A. All lots shall be known and used as residential lots, except Lot 5, Block 5, which is reserved as a walkway to serve the parochial school site, and Lot 11, Block 5, which is reserved for parochial school site. No building shall be erected, altered, placed or permitted to remain on any of said lots other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

B. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be as provided in "f".

C. No dwelling shall hereafter be erected on any lot in said tract in which floor area of the main structure, exclusive one-story open porches and garages, shall be less than Eleven Hundred (1100) square feet in the case of a single-family dwelling.

D. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than thirty (30) feet to the front

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lot line, or nearer than a distance equal to ten per cent (10%) of the front lot dimension to any side street line or property line. No dwelling shall be located on any interior lot nearer than thirty (30) feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot.

E. No obnoxious or offensive trade or enterprise shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F. No wall, hedge or other barrier with a height of more than six (6) feet shall be erected on or placed on any lot; nor shall any wall, hedge or other barrier be nearer than the front building line of said lot.

G. Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat.

H. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

I. The Architectural Control Committee is composed of R. F. Vance, Herbert L. Price and Father G. H. Phee. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or withdraw from the committee or restore to it any of its powers and duties.

J. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted

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to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

K. The undersigned owners further dedicate to the public for the public use forever easements and rights-of-way as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing, and replacing any and all public utilities including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines, and water lines, together with all fittings and equipment for each of such facilities including the poles, wires, conduits, pipes, valves, meters, and any other appurtenances thereto, with the right of ingress, and egress upon said easements and rights-of-way for the uses and purposes of aforesaid together with similar rights in each and all of the streets shown on said plat: PROVIDED, HOWEVER, that the undersigned owners hereby reserve the right to construct, maintain, operate, lay and relay water lines and sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over across and along all of the public streets and alleys shown in said plat, and over, across, and along all strips of land included within the easements shown thereon, both for the purpose of furnishing water and/or sewer service to the area included in said plat and to any other areas.

These covenants are to run with the land and shall be binding on all the parties and all the persons claiming under them until March 1, 1976, at which time said covenants shall be automatically extended for successive periods of five (5) years unless by vote of a majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns or any of them, or their heirs or assigns, or any persons owning any of said lots, shall violate or attempt to violate any of the covenants, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity, against the person or persons

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GUARANTEE ABSTRACT COMPANY  
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violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues from such violation.

Invalidation of any of these covenants by judgment or Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this day of April 18, 1956.

R. F. Vance  
Mary V. Vance

ACKNOWLEDGED: On April 18, 1956, by R. F. Vance and Mary V. Vance husband and wife, before M. M. Chouteau, Notary Public, County of Tulsa, State of Oklahoma. (SEAL)  
Commission expires July 2, 1958.

CERTIFICATE OF SURVEY

The undersigned, Registered Professional Engineers and Surveyors, hereby certify that we have carefully and accurately surveyed, subdivided, staked and platted the tract of land described above into lots, blocks, and streets, and that the above plat designated as "MOELLER HEIGHTS", an Addition in Tulsa County, Oklahoma, is a true representation of said survey.

Dated at Tulsa, Oklahoma, this 29th day of March, 1956.

OWEN, MANSUR & STEELE  
By: R. W. Steele  
A member of said firm

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GUARANTY ABSTRACT COMPANY  
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ACKNOWLEDGED: On March 29, 1956, by R. W. Steele, before Barbara Peel, Notary Public, County of Tulsa, State of Oklahoma. (SEAL) Commission expires September 3, 1957.

CERTIFICATE OF APPROVAL: I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on March 14, 1956 James E. Bush, Secretary This approval is void if this plat is not filed in the office of the County Clerk on or before September 30, 1956.

C E R T I F I C A T E

Pursuant to S. B. 113, O. S. L. 1951, I hereby certify that as to all real estate involved in this plat, all taxes have been paid as reflected by the current tax rolls and security has been provided for 1956 taxes not as yet certified to me.

Dated May 28, 1956.

Joe T. Parkinson  
County Treasurer of  
Tulsa County, Oklahoma

Block 1	contains	1	to	18	inclusive
Block 2	contains	1	to	18	inclusive
Block 3	contains	1	to	39	inclusive
Block 4	contains	1	to	17	inclusive
Block 5	contains	1	to	11	inclusive
Block 6	contains	1	to	29	inclusive
Block 7	contains	1	to	26	inclusive
Block 8	contains	1	to	21	inclusive
Block 9	contains	1	to	14	inclusive
Block 10	contains	1	to	5	inclusive

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# 391393

A G R E E M E N T

Dated: August 12, 1958  
Filed: Oct. 3, 1958 at 3:16 P.M.  
Recorded in Book 2905, Page 627

THIS AGREEMENT, made and entered into this 12th day of August, 1958, by and between R. F. Vance and Mary V. Vance, his wife, being the Parties of the First Part, hereinafter referred to as "Owner," and the City of Tulsa, Oklahoma, a Municipal Corporation, Party of the second Part, hereinafter referred to as "City".

THAT WHEREAS, R. F. Vance and Mary V. Vance, his wife, owner of Moeller Heights Addition in Section 11, Township 19 North, Range 12 East, same being in Tulsa County, Oklahoma, according to the duly recorded plat thereof, contemplated the construction of a sanitary sewer system to serve Lots 1 thru 7 and Lots 19 thru 29, Block 6; Lots 1 thru 26, Block 7; Lots 1 and 2, Block 9; and Lots 1 thru 5, Block 10, all in Moeller Heights Addition in Section 11, Township 19 North, Range 13 East, Tulsa County, Oklahoma, and has made application to connect said system to the existing City of Tulsa sewer system at such location as may be approved by the Superintendent of Waterworks and Sewerage, AND

WHEREAS, City has consented to permit said connection upon certain conditions hereinafter set forth.

NOW, THEREFORE, it is hereby agreed by and between the Parties that in consideration of the covenants and agreements hereinafter set forth, to be kept and performed, City agrees that Owner may connect the sanitary sewer system serving the above described property, all of same being in Tulsa County, Oklahoma, and all according to the duly recorded plat thereof, to the City's sewer system at such location as may be approved by the Superintendent of Waterworks and Sewerage on the following conditions, to-wit:

1. That the City be permitted to connect to the sewers serving the hereinbefore enumerated lots in Blocks 6, 7, 9, and 10, Moeller Heights Addition in Section 11, Township 19 North, Range 13 East, all of same being in Tulsa County, Oklahoma, according to the duly recorded plat thereof, any other sanitary sewer system now existing or to be constructed at a later date without compensation to the Owner or Owners of the sanitary sewer system constructed pursuant to this agreement;
  2. That at such time as all or any part of the above described properties are annexed to the City of Tulsa, that part of the sanitary
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sewers constructed under this agreement and lying within the area so annexed shall automatically become public sewers and the property of the City of Tulsa, and that the City of Tulsa will thereupon assume the further maintenance of same;

3. That all properties above described shall be subject to the City Ordinances relative to the laying of sewers and the connection of said properties to said proposed system and governing the installation of all plumbing, and before such sewer connections are made or plumbing installed the proper permits shall be obtained from the City and all other laws and regulations in these respects shall be complied with as though said properties were within the corporate limits of said City;

4. That Owner agrees:

(a) To furnish, at his own expense, all engineering services in connection with the construction of said sanitary sewers;

(b) That the adopted specifications of the City of Tulsa for sanitary sewer construction shall govern the construction of said sewers;

(c) That the plans for such sewers be approved by the Superintendent of Waterworks and Sewerage before the contract is awarded or work begun, and said sanitary sewers shall be constructed strictly in accordance with said approved plans;

(d) That the Superintendent of Waterworks and Sewerage shall supply an inspector who shall represent him at all times during said construction, and that at the completion of the work, Owner will pay to the City of Tulsa a sum equal to Ten Dollars (\$10.00) for each day said inspector is present on said work;

(e) That Owner, or the contractor performing said work for Owner, shall furnish maintenance and performance bonds in accordance with Title 25, Section 72, City of Tulsa Revised Ordinances of 1945, running to the City of Tulsa and guaranteeing the construction of said sewer system in accordance with the specifications and approved plans and the terms of this agreement; and

(f) That Owner will furnish City a duplicate original of the contract, if any, for the construction of said sanitary sewer system; and FURTHER, that Owner agrees to furnish the City one complete set of as-built tracings of the sewer system herein described, upon the completion of the construction work. Said tracings shall be furnished at Owner's expense and shall be delivered to City prior to the acceptance of said sewer system by City.

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4. (g) Before commencing any of the work herein agreed upon, Owner shall at his own expense, acquire good and sufficient rights-of-way, either by perpetual easements, dedication, or otherwise, of all lands necessary for the said sewer system; said easements shall be to the City of Tulsa. All such instruments shall be furnished the City of Tulsa in duplicate for recording;
5. That Owner agrees that the City may charge the users of the sewers in the property described hereinbefore the charges prescribed by Ordinance for the transportation and disposal of sewage originating in said properties;
6. That owner hereby releases the City of Tulsa from any and all liability or claim of damage arising out of or caused by the connection of any other sewer system to the sanitary sewer system constructed hereunder; and
7. That the Agreement shall run with the land and be binding upon the Parties of the First Part, their heirs, devisees, grantees, executors and assigns.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year above written.

F. F. Vance,  
Mary V. Vance  
husband and wife  
PARTIES OF THE FIRST PART

(CORP. SEAL)  
ATTEST: A. Jackson Lawrence  
City Auditor

CITY OF TULSA, OKLAHOMA, A MUNICIPAL  
CORPORATION, PARTY OF THE SECOND PART  
By James L. Maxwell, Mayor

APPROVED AS TO FORM:  
H. M. Crowe, Jr., Special Attorney  
for the Utility Board  
Darven L. Brown, City Attorney

APPROVED: UTILITY BOARD  
By: R. Leikam  
Chairman

DATE: Aug. 18, 1958.

ACKNOWLEDGED: On this 12th day of August, 1958, by R.F. Vance  
and Mary V. Vance, his wife, before Homer  
Cowan, Notary Public, County of Tulsa, State of  
Oklahoma. (SEAL) Commission expires July 8, 1959

APPROVED AS TO SUBSTANCE:  
A. B. Jewell, Superintendent  
of Waterworks and Sewerage

APPROVED AS TO SUBSTANCE:  
John H. Wheatley, Jr., Chief Engineer  
Water and Sewer Department

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# 391394

A G R E E M E N T

Dated: August 13, 1958  
Filed: Oct. 3, 1958 at 3:16 P.M.  
Recorded in Book 2905, Page 629-31.

THIS AGREEMENT, made and entered into on this 13th day of August, 1958, by and between R. F. Vance and Mary V. Vance, husband and wife, being the Parties of the First Part, hereinafter referred to as "Owner", and the CITY OF TULSA, OKLAHOMA, a Municipal Corporation, hereinafter referred to as "City".

WITNESSETH, whereas, the Owner desires to construct a sanitary sewerage lift pump station and force main, more particularly herein-after described, in order to dispose of sewage originating in Lots 1 through 7 inclusive and Lots 19 through 29 inclusive, Block 6; Lots 1 through 26 inclusive, Block 7; Lots 1 and 2, Block 9; and Lots 1 through 5 inclusive, Block 10, all in Woeller Heights Addition in Section 11, Township 19 North, Range 13 East, Tulsa County, Oklahoma; and has made application to connect the said force main to the existing City of Tulsa sewer system in the location shown on the plans attached hereto, marked "Exhibit A" and made a part hereof, which location has been approved by the Superintendent of Waterworks and Sewerage; and whereas, the City has consented to permit said construction and said connection upon certain conditions hereinafter set forth.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, City agrees that Owner may connect the lift pump station and force main, to be constructed by Owner at Owners' expense, to the existing City of Tulsa sewer system at the location shown upon the plans attached hereto, under the following conditions:

1. Owner agrees to construct at Owners' expense, a lift pump station and force main and install therein sewage lift pumps in accordance with the plans and specifications which are attached hereto and marked "Exhibit A".
2. Said lift pump station and force main is constructed for the purpose of disposing of sewage originating in Lots 1 through 7 incl-

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sive and Lots 19 through 29 inclusive, Block 6; Lots 1 through 26, inclusive, Block 7; Lots 1 and 2, Block 9; and Lots 1 through 5, inclusive, Block 10, all in Moeller Heights Addition in Section 11, Township 19 North, Range 13 East, Tulsa County, Oklahoma, all according to the recorded plat thereof; and it is agreed that the City will not permit the connection of any other sewer system to any of the sewer mains serving the above mentioned lots in Moeller Heights Addition or in any other way utilizing the lift pump station and force main constructed pursuant to this agreement, which shall be known as the Moeller Heights Life Pump Station, unless and until Owner consents in writing that such connection may be made, or having collected from the applicant for such connection, the sum of \$350.00 per acre for the use and benefit of the Owner. It is further understood and agreed that no additional connections other than for the above described lots in Moeller Heights Addition will be permitted unless the City of Tulsa consents thereto and all the ordinances of the City pertaining to sanitary sewers have been complied with.

3. That all properties in the above described lots in Moeller Heights Addition shall be subject to all ordinances relative to the laying of sewers and the connection of any properties lying within said lots in Moeller Heights Addition to said lift pump station and force main and governing the installation of all plumbing, and before any sewer connection is made or plumbing the proper permit shall be obtained from the City, and all other laws and regulations pertaining thereto shall be complied with as said properties were within the corporate limits of the City of Tulsa.

4. If, prior to the time said lots are annexed to the City of Tulsa, gravity sewers are constructed by the City or others to within three hundred and thirty feet (330') of the pump station, the Owner will, at its sole expense, construct a gravity line of sufficient size to carry all sewage from said lots in Moeller Heights Addition from said pump station to the gravity sewers previously referred to and thereupon said pump station and force main shall forthwith be abandoned and removed at Owners' sole expense. Owner agrees that in such event Owner will replace all public property, including pavement in as good condition as it was before such installation of said gravity line and salvage of said pump station and force main.

5. Owner agrees that said lift pump station pumping machinery or appurtenances and force main shall be maintained in operating condition.

tion and operated at the sole expense of Owner so long as it is necessary to use said facilities for the disposal of sewage originating in the hereinbefore described lots in Moeller Heights Addition, except as otherwise provided herein.

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6. Owner agrees to furnish the City of Tulsa a surety bond in the principal sum of Five Thousand and no/100 Dollars, (\$5,000.00), conditioned that Owner will pay all expenses of operating and maintaining said lift pump station pumping equipment, appurtenances and force main during the period of its use, said bond to be furnished prior to the connection of said force main to the existing City of Tulsa sewer main and said bond shall be kept in full force and effect by Owner during all times that said facilities are required under the terms hereof, and further conditioned that Owner will perform the agreement contained in paragraph 4. of this agreement.

7. Owner agrees to furnish at Owner's expense, all engineering services with reference to the construction of said lift pump station and force main and that said plans and specifications shall be approved by the Superintendent of Waterworks and Sewerage of the City of Tulsa before work shall be commenced thereon.

8. Owner agrees that the City may place an inspector on the job to represent the City at all times during said construction and that Owner will pay to the City of Tulsa the sum equal to \$10.00 for each day said inspector is present on said work. Owner further agrees to furnish, or cause any contractor performing said work to furnish a performance and maintenance bond governing said work in accordance with Title 25, Section 72 of the City of Tulsa Revised Ordinances of 1945, running to the City of Tulsa and guarantees construction of said lift pump station and force main in accordance with the specifications and approved plans and the terms of this agreement, Owner further agrees to furnish City the duplicate original of the contract if any, for the construction of said lift pump station and force main and to furnish the City one complete set of as-built tracings of the lift pump station and force main upon completion of the construction work. Said tracings shall be furnished at Owner's expense and shall be delivered to the City prior to the acceptance of said force main and pump station for connection to City's sewer system.

9. In the event the hereinbefore mentioned lots in Moeller Heights Addition are hereafter annexed to the City of Tulsa, said pump station, together with all motors, machinery, and equipment therein and

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said force main shall thereupon be and become the sole property of the City of Tulsa. The City will thereupon assume the operation of said system and the Owner shall be relieved of further obligation hereunder.

10. The City shall have the right at any time to assume control, operation, and maintenance of said lift pump station and force main, and in such event and upon notice in writing to the Owner of its intention to do so, said lift pump station, together with all of the machinery and equipment therein and said force main shall thereupon be and become the sole property of the City of Tulsa and the Owner will be relieved of further obligation hereunder.

11. Until such time as said lots are annexed to the City of Tulsa, Owner hereby releases the City of Tulsa from any and all liability or claim of damage arising out of or caused by the connection of any other sewer system to the sanitary sewer systems contemplated to be connected to said lift pump station and force main, provided the consent of Owner is obtained prior to such connection, or payment is made for such connection pursuant to the provisions of paragraph 2, This agreement shall not be assigned by Owner without the consent in writing of the City, and this agreement shall be binding upon both parties, their heirs, devisees, grantees, administrators, executors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

R. F. Vance,  
Marry V. Vance,  
husband and wife, Owner.

(SEAL)  
ATTEST: A. Jackson Lawrence  
City Auditor

CITY OF TULSA, OKLAHOMA,  
a Municipal Corporation,  
By: James L. Maxwell, Mayor.

APPROVED AS TO FORM:  
H. M. Crowe, Jr., Special  
Attorney for the Utility  
Board.

APPROVED AS TO SUBSTANCE:  
John H. Wheatley, Jr.,  
Chief Engineer.

APPROVED: UTILITY BOARD  
continued---

A. B. Jewell, Superintendent  
of Waterworks and Sewerage.

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By: R. Ielkam, Chairman.  
DATE: Aug. 18, 1958.

Darven L. Brown, City Attorney

ACKNOWLEDGED:

On August 13, 1958, by R. F. Vance and Mary V. Vance,  
husband and wife, before Glenn P. Kiff, Notary Public  
Tulsa County, State of Oklahoma. (SEAL) Commission  
expires July 9, 1959.

GUARANTY ABSTRACT COMPANY  
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R. F. Vance and  
Mary V. Vance, his wife,  
-to-  
City of Tulsa, Oklahoma,  
a Municipal Corporation.

# 410086

A G R E E M E N T

Dated: February 3, 1959  
Filed: Feb. 26, 1959 at 3:00 P.M.  
Recorded in Book 2944 Page 694-95.

THIS AGREEMENT, made and entered into this 3rd day of February, 1959, by and R. F. Vance and Mary V. Vance, his wife, being the Parties of the First Part, hereinafter referred to as "Owner", and the City of Tulsa, Oklahoma, a Municipal Corporation, Party of the Second Part, hereinafter referred to as "City".

THAT WHEREAS, R. F. Vance and Mary V. Vance, owners of Moeller Heights Addition in Section 11, Township 19 North, Range 13 East, same being in Tulsa County, Oklahoma, according to the duly recorded plat thereof, contemplate the construction of a sanitary sewer system to serve Lots 1 through 18, Block 1; Lots 3 through 18, Block 2; Lots 11 through 34, Block 3; Lots 1 through 17, Block 4; Lots 1 through 11, Block 5; Lots 8 through 18, Block 6; Lots 1 through 21, Block 8; and Lots 3 through 14, Block 9, all in Moeller Heights Addition in Section 11, Township 19 North, Range 13 East, Tulsa County, Oklahoma, and has made application to connect said system to the existing City of Tulsa sewer system at such location as may be approved by the Superintendent of Waterworks and Sewerage, AND

WHEREAS, City has consented to permit said connection upon certain conditions hereinafter set forth.

NOW, THEREFORE, it is hereby agreed by and between the Parties that in consideration of the covenants and agreements hereinafter set forth, to be kept and performed, City agrees that Owner may connect the sanitary sewer system serving the above described property, all of same being in Tulsa County, Oklahoma, and all according to the duly recorded plat thereof, to the City's sewer system at such location as may be approved by the Superintendent of Waterworks and Sewerage on the following conditions, to-wit:

1. That the City be permitted to connect to the sewers serving the hereinbefore enumerated lots in Blocks 1, 2, 3, 4, 5, 6, 8, and 9 in Moeller Heights Addition in Section 11, Township 19 North, Range 13 East, all of same being in Tulsa County, Oklahoma, according to the duly recorded plat thereof, any other sanitary sewer system now existing or to be constructed at a later date without compensation to the Owner of the sanitary sewer system constructed pursuant to this Agreement;

GUARANTY ABSTRACT COMPANY  
JANE

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2. That at such time as all or any part of the above described properties are annexed to the City of Tulsa, that part of the sanitary sewers constructed under this Agreement and lying within the area so annexed shall automatically become public sewers and the property of the City of Tulsa and that the City of Tulsa will thereupon assume the further maintenance of same;

3. That all properties above described shall be subject to the City Ordinances relative to the laying of sewers and the connection of said properties to said proposed system and governing the installation of all plumbing, and before such sewer connections are made or plumbing installed the proper permits shall be obtained from the City and all other laws and regulations in these respects shall be complied with as though said properties were within the corporate limits of said City;

4. That Owner agrees:

- (a) To furnish, at his own expense, all engineering services in connection with the construction of said sanitary sewers;
- (b) That the adopted specifications of the City of Tulsa for sanitary sewer construction shall govern the construction of said sewers;
- (c) That the plans for such sewers shall be approved by the Superintendent of Waterworks and Sewerage before the contract is awarded or work begun, and said sanitary sewers shall be constructed strictly in accordance with said approved plans;
- (d) That the Superintendent of Waterworks and Sewerage shall supply an inspector who shall represent him at all times during said construction, and that at the completion of the work, Owner will pay to the City of Tulsa a sum equal to Ten Dollars (\$10.00) for each day said inspector is present on said work;
- (e) That Owner, or the contractor performing said work for Owner, shall furnish maintenance and performance bonds in accordance with Title 25, Section 72, City of Tulsa Revised Ordinances of 1945, running to the City of Tulsa and guaranteeing the construction of said sewer system in accordance with the specifications and approved plans and the terms of this Agreement;

GUARANTY ABSTRACT COMPANY  
JANE

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(f) That Owner will furnish City a duplicate original of the contract, if any, for the construction of said sanitary sewer system; and FURTHER, that Owner agrees to furnish the City one complete set of as-built tracings of the sewer system herein described, upon the completion of the construction work. Said tracings shall be furnished at Owner's expense and shall be delivered to City prior to the acceptance of said sewer system by City;

(g) Before commencing any of the work herein agreed upon, Owner shall at his own expense, acquire good and sufficient rights-of-way, either by perpetual easements, dedication, or otherwise, of all lands necessary for the said sewer system; said easements shall be to the City of Tulsa. All such instruments shall be furnished the City of Tulsa in duplicate for recording;

5. That Owner agrees that the City may charge the users of the sewers in the property described hereinbefore the charges prescribed by Ordinance for the transportation and disposal of sewage originating in said properties;

6. That Owner hereby releases the City of Tulsa from any and all liability or claim of damage arising out of or caused by the connection of any other sewer system to the sanitary sewer system constructed hereunder;

7. That this Agreement shall run with the land and be binding upon the Parties of the First Part, their heirs, devisees, grantees, executors and assigns; and

8. THIS AGREEMENT IS TO SUPERSEDE AND MODIFY AGREEMENT ENTERED INTO AUGUST 26, 1958, AND APPROVED BY THE CITY COMMISSION SEPTEMBER 2, 1958.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year above written.

R. F. VANCE AND MARY V. VANCE,  
his wife, PARTIES OF THE FIRST  
PART.  
By: R. F. Vance  
By: Mary V. Vance

GUARANTY ABSTRACT COMPANY  
JANE

# 410086 -4-

(SEAL)  
ATTEST: A. Jackson Lawrence,  
City Auditor.

CITY OF TULSA, OKLAHOMA,  
A MUNICIPAL CORPORATION,  
PARTY OF THE SECOND PART.  
James L. Maxwell, Mayor.

APPROVED: UTILITY BOARD  
BY: R. Leikam, Chairman.  
DATE: Feb. 2, 1959.

APPROVED AS TO FORM:  
HMG, Jr., Special Attorney  
for the Utility Board.  
Darven L. Brown,  
City Attorney.

ACKNOWLEDGED: On January 29, 1959, by R. F. Vance and Mary V.  
Vance, his wife, before Homer Cowan, Notary Public,  
Tulsa County, State of Oklahoma. (SEAL) Commission  
expires July 8, 1959.

APPROVED AS TO SUBSTANCE:  
A. B. Jewell, Superintendent  
of Waterworks and Sewerage.

APPROVED AS TO SUBSTANCE:  
John H. Wheatley, Jr., Assistant  
Superintendent of Waterworks and  
Sewerage.