## : A G R E E M E N T :-----

Articles of agreement made and entered into this 29th day of July 1908 by a and between A.F.Ault of Tulsa Oklahoma, party of the firstpart and J.F. wirkpatrick of Tulsa Oklahoma, party of the second part:

WHEREAS the parties to this contract are the owners, each of an undivided one half interest in and to the east sixty seven feet of lot Numbered Four

(4) in block numbered one hundred and five (105) in the City o Tulsa and State of

Oklahoma and are now engaged in the prection of a three story brack building on said east
part of said lot.

. WHEREAS, the first party herein is the owner in fee-simple of the balance of said lot, to-wit: The west part of said lot Four in Block one hundered and five.

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It is therefore mutually agreed by the parties her eto, that the said first party, his hiers or assigns, as a part of the consideration in the erection of the said building above mentioned, that, should first party, his heirs or assigns, desire to, at any time erect a building on the said west part of the lot above described that they shall have the privilege of using and joining on to the westwall of the dove mentioned building the receipt of the consideration therefor is hereby acknowledged fully paid.

It is further agreed that should party desire to erect a building on his part of said lot, to a greater hight than three story, the other party may have the privilege of using the wall of one so continuing, by paying to the one whose walls have been continued, the reasonable price of said use from the said third story up, the said price to be fixed by three disinterested persons, one of whom is to be selected by each party and the third to be selected by the two so chosen .

It is further agreed that the first party shall have the use of the passway leading out of the alley through said block IO5 from the northeast corner of first party's premises aforesaid, the said passway being a way eight feet wide at the rear end of the said building so being erected by the parties hereto; and that said use shall be for and apply to all occupants of any building so erected on the west part of said lot Four and for laying water & gas pipes and other necessary appliances his heirs or assigns, and shall be permanent and continuous, the consideration for which is fully Paid. No pipes to be laid deeper than foundation of said building. No obstructions to be allowed in said alley.

It is further agreed that first party is to have the right of cuting two arch ways through the west wall of the said building now being erected not less then six feet wide and seven feet high the said archways to be cut on the second \*\*REBETEX\*\* and third floors of said building, said openings to be made at the expense of first party.

of the first party his heirs assigns and for all occupants of first party's said building for second and third floors, and to be for public use and convenience of first party his heirs, assigns and tenants. It is further provided that first party his heirs assigns and occupants of his said building that may be so erected on the west part of said lot four, is to have the full-and unrestricted use of the stairways leading up from third street in said building now being erected by the parties hereto, to third floor of said building and to the halls therein, as public passways the said stair and halls to be not less than six feet wide from first to second floor, there exists a said stairs and five