

in, all and singular, the above granted and described premises, with appurtenances; that the same are free, clear and discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind; and that they will WARRANT AND FOREVER DEFEND the same unto said party of the second part, its successors and assigns, against said parties of the first part, their heirs and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

Also, as a part of the aforesaid consideration paid by the party of the second part to the parties of the first part, parties of the first part are, at their own expense, to forthwith open and build a road along the south line of the above described property and parallel to said south line, running from the east line of Lewis Avenue to the west line of McLane Addition and connecting with the west end of Columbus Street, as shown by the recorded plat of said addition. This road shall be not less than thirty-five (35) feet wide, and it shall be for the use and benefit of the said The Linde Air Products Company, its successors and assigns, and also for the use and benefit of The Prest-O-Lite Company, Inc., its successors and assigns, which The Prest-O-Lite Company, Inc., is to be located in what is known as McLane Addition to the City of Tulsa. There shall never be any further charge for said easement against The Linde Air Products Company, its successors and assigns, or against The Prest-O-Lite Company, Inc., its successors and assigns, and said road shall be open at all times for use as an easement for The Linde Air Products Company, its successors and assigns, and The Prest-O-Lite Company, Inc., its successors and assigns; and shall be for the use of pedestrians and vehicles of every sort and kind, including automobiles and trucks, and for water, gas and electric lines which may be used in connection with the business of the aforesaid companies, their successors and assigns; and said road shall be for the use of any and all persons and individuals who may have business to transact with either of the aforesaid companies, their successors and assigns. The use of this road shall not, however, be exclusive to or for any of the parties hereinabove named.

The said W. M. Fleetwood and Lota K. Fleetwood, his wife have a sanitary sewer which is on land owned by the said W. M. Fleetwood, which land is east of and adjacent to the land which is now sold and conveyed by the instant deed. As a further consideration for the payment of said seventeen thousand two hundred dollars (\$17,200.00), it is agreed and understood that The Linde Air Products Company, its successors and assigns, shall have the right, without cost, to lay and maintain its sewer line to said sanitary sewer and make connection thereto and use the same, and use the said sanitary sewer, and that this right shall exist without cost so long as said sanitary sewer is in existence. The place that The Linde Air Products Company's sanitary sewer may be laid to connect with said sanitary sewer on the Fleetwood land, is at the first "Y" north of the road herein described. The cost of laying and maintaining said The Linde Air Products Company's line to said sanitary sewer and the Fleetwood's, shall be paid by The Linde Air Products Company, its successors and assigns.

IN WITNESS WHEREOF, the said parties of the first part, to-wit, the said W. M. Fleetwood and Lota K. Fleetwood, his wife, hereunto subscribe their names the day and year first above written, to-wit, the 8th day of March, 1923.

STATE OF OKLAHOMA)
COUNTY OF TULSA,)

INTERNAL REVENUE
\$ 17.50
Cancelled
ss.

W. M. Fleetwood
Lota K. Fleetwood

Before me, the undersigned, a Notary Public, in and for said County and State,