

Woodson Norvell, and Mrs. James Allard hereinafter called first parties and City of Tulsa, Oklahoma, a municipal corporation, hereinafter called second Party,

Witnesseth, that whereas Woodson E. Norvell has under date of April, 23, 1924, leased by written lease to Mrs. James Allard the west fifty(50) feet of 10th, block 5, Norvell Addition to the City of Tulsa, Tulsa County Oklahoma, for a period of two years ^{that} from date, with the right and privilege to construct improvements thereon; and,

Whereas, it is the intention of Mrs. James Allard to construct thereon a frame building, which has at this time been started; and ,

Whereas, under and by virtue of ordinance No. 2576, a set-back line ten (10) feet in width has been declared and made applicable on both Eleventh Street and Maybelle Avenue along and adjacent to said leased property and the frame building which has heretofore been commenced was not located in accordance with said set-back line, but occupies all or a portion of said territory; and,

Whereas, it is the desire of first parties to continue the construction of said building with the distinct understanding and agreement that at anytime second party requests the removal of said building back ten feet from either or both Streets, as hereinafter provided.

Now therefor, it is agreed between the parties in consideration of one (\$1.00 dollar cash in hand paid by first party to second party, the mutual covenants and agreements herein contained and other good and valuable considerations, that the construction work on said building may proceed as located at the present time,

First parties, or either of them agree that at any time hereafter ^{that} the City of Tulsa by written notice mailed to first parties at Tulsa, Oklahoma, they shall remove or cause to be removed within ten days after the mailing of said notice the said building herein referred to back a distance of ten (10) feet, from the street line of Eleventh and Maybell Avenue at their own expense and cost and free from any expense and cost to second party, and upon their failure to so remove said building after ^{the} giving of said notice, as herein provided for, within the period of ten (10) days, second party shall have the right, to go upon said premises and remove said building from the territory outside of the setback line. In the event second party is compelled to remove said building, as herein provided for, first parties agree to pay second party all expense attendant thereto and to be liable in an action therefor.

This contract and agreement shall be binding upon the heirs, representatives, assigns, subsequent lessees or sub lessees of either of the parties hereto.

Time is expressly declared to be of the essence hereof.

In witness whereof the parties hereto have executed this agreement the day and date first above written .

Woodson E. Norvell,
Mrs. James Allard, First Parties

(Corp. Seal) City of Tulsa, Oklahoma,

By H. F. Newblock, Mayor.

Attest: Roy Garbett, City Auditor.

Approved as to form : I. J. Underwood, City Attorney, Second party.

State of Oklahoma)

County of Tulsa) SS

Before me, Frances Terpening, the undersigned notary public within and for said county and state on this 10th day of May, 1924, personally appeared H. F. Newblock, well known to me to be the person who signed the above and fore-