

Fleetwood Industrial Addition to the City of  
Tulsa, Oklahoma, according to the recorded plat ~~thereof~~  
thereof; also a tract of land twelve and one-half  
(12½) in width lying on the east side of and adjoining  
the East boundary line of said lots 5 and 6 and extending  
from the North boundary line of said lot 5 to the South  
boundary line of said lot 6, subject to the easement  
thereon now of record and owned by the M.K. & T Ry. Co.,  
a corporation.

SUBJECT to the following conditions and restrictions which constitute a substantial part  
of the considerations for the execution hereof, and which it is agreed by and between the  
parties hereto, shall be and remain covenants running with the lands and binding upon the  
owners of said lands, or any part thereof, to-wit:

- (a) Said above described tract of land 12½ feet in width is hereby  
made the dominant tenement; and said lots 5 and 6 are hereby  
made the servient tenement, burdened forever with the following  
servitude, to-wit: to keep said 12½ foot tract of land harmless  
and free from cost of and from any and all valid assessments there-  
on made by the City of Tulsa, Oklahoma, for Public improvements;  
this burden shall expire with the expiration of the easement now  
of record on said 12½ foot tract of land, but not before.
- (b) No building or obstruction shall be erected nearer than 12.5  
feet in distance, from the center of the Industrial Railway  
track now adjoining said lands nor over said rails, lower than  
22.5 feet.
- (c) In the event second party desires a private railway tract along  
the east line of said Lots 5 and 6 that it will provide at least  
seven feet off the East end of said Lots for trackage and clear  
ance.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments,  
and appurtenances thereunto belonging or in anywise appertaining, forever.

And the said W.M. Fleetwood and Lota K. Fleetwood, for themselves, their heirs, executors  
or administrators do hereby covenant, promise and agree to and with said party of the second  
part, at the delivery of these presents that they are lawfully seized in their own right  
of an absolute and indefeasible estate of inheritance in fee simple, of and 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, EXCEPT, the conditions and restrictions hereinabove set forth, and the general taxes,  
and special assessments hereafter to mature or become due; and that the said parties of the  
first part will WARRANT AND FOREVER DEFEND THE SAME unto the said second party, its success-  
ors 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.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands  
on the 1st day of May, 1923.

W.M. Fleetwood,  
K  
Lota/Fleetwood