

Tulsa County, Oklahoma, to-wit:

## COMPARED

Subdivision of number three (3) of lot number seven (7) in Block one hundred thirty six (136) according to the duly recorded plat of said lot and the official plat of said City of Tulsa, Oklahoma, now on file in the office of the County Clerk, Tulsa County, Oklahoma, and more particularly described as follows: Beginning at the northeast corner of said lot 7 in block 136 of said City of Tulsa, Oklahoma, according to said Government plat and survey, thence in a Southerly direction along the easterly end of said lot 7, 80 feet, thence westerly along a course at right angle to said easterly end, a distance of 40 feet, thence in a northerly direction along a course parallel with said easterly end a distance of 80 feet to a point in the northerly line of said lot 7, thence easterly along said northerly line a distance of 40 feet to the place of beginning, and

WHEREAS in said deed certain easements in perpetuity appurtenant to said above described parcel of land were given and granted to party of the second part, one of which was and is that South of the above described land party of the first part would not build or erect a building or buildings thereon above a height of 15 feet from the alley line, excepting a flue or utility shaft 6 feet by 6 feet at the Southeast corner of the above described parcel of land, and further excepting certain horizontal and vertical beams.

NOW, THEREFORE, in consideration of the covenants and terms hereinafter set out, party of the second part hereby release, conveys and discharged the above described easement unto the first party, in so far as it affects the South Side of the above described parcel of land, it being especially understood that this instrument does not affect or alter said easement or easements which pertain to the West side of the above described land; the result being that the party of the first part has the right and may proceed to build flush up to and against the above parcel or land and the building thereon on the South side of the above described parcel of land and the building thereon.

In consideration of party of the second part releasing, discharging, and conveying said easement as above set out, the first party agrees and by these presents binds himself to do and perform as follows, to-wit:

Party of the first part will build and erect the wall of his building which he is now building, flush up to and against the land above described, and the building of the second party thereon, all at the cost of the first party. That he will enclose with bricks all of the windows on the South side of the Building owned by the second party, except four certain toilet windows, on the South side, and that he will after enclosing the above windows, plaster over the same on the inside, in a good workmanlike manner, In the four toilet windows first party agrees to install at his expense four (one for each toilet window) 12 inch by 36 inch galvanized iron ventilators, which will extend to the roof of second party's building. First party further agrees to install a conduit for water from the roof of second party's present building, said conduit to extend along the South end of the roof of second party's building, and to form an outlet from the roof at the southeast corner of said building, to the alley on the East side of said building of the party of the second part.

For the same consideration it is further agreed that if second party ever builds his present building higher or erects a new building on said land now owned by the second party, the second party is hereby given the right to use that part of first party's wall which is