

C. H. Dierks

(Second Party)

DATE	AMOUNT	CREDIT	CREDIT	REC'D BY
	PAID	PRINCIPAL	INTEREST	
6/25	532.50			L. E. H.

COMPARED

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

Before me, a Notary Public in and for said County and State, on this 1st day of August, 1923, personally appeared C. H. Dierks, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

G. D. Rasmisel, Notary Public

My commission expires: Apr 19, 1927 (SEAL)

Filed for record in Tulsa County, Tulsa Oklahoma, Aug 10, 1923 at 11:30 o'clock A.M.

in Book 464, page 600

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

237809 C. J.

EASEMENT CONTRACT

COMPARED

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, Robert R. Park, hereinafter designated as first party, is the owner of Lots 1 and 2 in Block 1 of Sunset Park, a subdivision of land in Tulsa, Tulsa County, Oklahoma, which property has been by him replatted into sunset Court, consisting of Lots 1, 2, 3 and 4; and, WHEREAS, Frank C. Giddings, hereinafter designated as second party, is the owner of Lot 3 in said Block 1 of Sunset Park, a subdivision of land in Tulsa, Tulsa County, Oklahoma, which lot joins the said Lot 2 of said Block 1 of Sunset Park and Lot 4 of said replat into Sunset Court; and,

WHEREAS, First party is constructing an apartment building on said Lot 4 of Sunset Court, being a part of said Lot 2, Block 1, Sunset Park, and garage buildings on the rear thereof, without sufficient room on said Lot 4 for the construction of a driveway sufficient to allow the passage of automobiles thereon past the said building on the east side of said Lot 4 to Twenty-First Street; and,

WHEREAS, The Second party expects in the future to need a driveway along the property line between the property of first and second parties; and,

WHEREAS, The parties hereto in the interests of economy of space agree to the construction of a joint driveway along said dividing line.

NOW, THEREFORE, In consideration of the mutual covenants and agreements herein contained, the first party agrees to construct at his own expense a concrete driveway 7 feet in width and 4 inches in thickness in a first-class and workman-like manner, upon the portions of said property covered by the easement herein granted, and to keep the property of second party free from any liens claim thereon arising from such construction, to be used and maintained forever jointly by the owner of said Lot 4 of Sunset Court and the owner of said Lot 3, Block 1, Sunset Park so belonging at this time to second party.

The first party, as the owner thereof, does hereby create in favor of second party and give and grant unto him, and unto his successors, grantees, assigns and heirs forever, a perpetual easement for driveway purposes only upon and over that portion of the said Lot 4 of Sunset Court, being a part of Lot 2, Block 1, Sunset Park so owned by him, included in the property hereinafter described. And the said second party as the owner of