

COMPARED Parties of the second part are hereby given the use of said fifteen feet below grade for any purpose, subject to the rights reserved by or granted to parties of the first part, and are hereby given, granted and extended permission to build one or two one-story, fire-proof covered bridges only, at one and the same floor level, across said fifteen feet, of such width as they desire, not to exceed sixty feet, the lowest point of which shall not be below elevation 763.0.

It is further understood and agreed by and between the parties hereto that neither of the parties shall install, maintain, or permit to be installed, maintained or kept, trap doors or openings in said alley-way covering said fifteen feet.

Parties of the second part hereby agree to keep open, free and clear of any and all buildings or obstructions whatsoever, the said south fifteen feet (15') of the last above described premises, to pave and keep the same in repair and in good condition for use as aforesaid, at any and all times.

It is further understood and agreed by and between the parties hereto, that parties of the first part shall keep open above one story of any buildings hereafter erected on the East eighty feet (80') of Lots One (1) and Two (2) in Block One Hundred Forty Eight (148) in the City of Tulsa, Oklahoma, as an air and light court, a space bounded as follows:

Beginning at a point on the south line of said property sixty feet (60') east of the southwest corner of the west sixty feet (60') of Lots One (1) and Two (2) in Block One Hundred Forty Eight (148) of the City of Tulsa, Oklahoma, thence in a straight line along the continuation of said line in an easterly direction a distance of approximately twenty feet (20'); thence in a northerly direction along a line parallel with the west line of said property approximately eighty five feet (85'); thence in a westerly direction, along a line parallel with the north line of said property a distance of approximately twenty feet (20'); thence in a southerly direction along a line parallel with the west line of said property a distance of approximately eighty-five feet (85') to the point of beginning.

The parties of the first part hereby reserve unto themselves the house now situate on the premises sold to parties of the second part, and the right to remove said house, together with the right of the use of said house and any rentals therefrom, and the use of the said premises sold, necessary to a full enjoyment of the use of said house until parties of the second part decide to erect a building thereon as herein provided, free of cost to parties of the first part, and parties of the second part further agree that they will give to parties of the first part sixty days written notice of their intention to build on said premises, and of their desire to have said house removed from said premises.

This agreement shall be considered and construed as a covenant running with the land and shall be binding upon the parties hereto, their heirs, executors, administrators and assigns, but shall, in no manner operate as a transfer of the title of the fee of said premises from which any air and light court space may be reserved, or any wall or walls may be hereafter erected.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals the day and year first above written.

Wm M. Thompson

J. N. Thompson

Roy B. Thompson

Robert H. Hughes
Parties of the First Part.