

of such sewer of the said City of Tulsa, its agents, contractors or employees.

It is agreed and understood that this contract shall be filed of record in the office of the Register of Deeds as against said property for the uses and purposes herein provided.

In witness whereof, ^Wwe have hereunto set our hands this 1st day of August, 1924.

(Seal) City of Tulsa, H. E. Newblock, Mayor.

Attest Roy Garbett, City Auditor

L. H. Agard, Part of the second part.

Approved this 4 day of Aug. 1924, L. J. Underwood, City Attorney

State of Oklahoma, County of Tulsa, SS.

Before me, a Notary Public, in and for the above named County and State on this 29 day of July, 1924, personally appeared L. H. Agard, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

(SEAL) J. O. Dikis, Notary Public.

My commission expires Jan. 16, 1927.

Filed for record in Tulsa County, Okla. on Sept. 9, 1924, at 11:30 A.M. recorded in book 491, page 512, Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

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AGREEMENT.

This agreement, made and entered into this 23rd day of June, 1924, by and between Ed Ryan and Rose Ryan, his wife, hereinafter called first parties, and the City of Tulsa, a municipal corporation, hereinafter called second party.

Witnesseth, First parties have secured from second party a certain building permit, same being numbered 8853, for the construction of a ^{frame} ~~frame~~ building on lot ² ~~1~~, Block 1, Cherokee Heights addition to the City of Tulsa, and

Whereas, first parties plan to build and construct said ~~frame~~ building out to the street line; and,

Whereas, under ordinance No. 2576 and ordinances amendatory thereof, there is a setback building line of ten (10) feet on Lewis Avenue abutting said described property, and,

Whereas, first parties are desirous of constructing said building as planned, subject to the terms and conditions hereinafter set forth.

Now, therefore, it is agreed between the parties hereto in consideration of the permission to build said building to the street line and other good and valuable considerations as follows:

First parties agree that in any time in the future, that second party may request ^{at} it, to remove their own cost and expense the frame building built under building permit No. 8853, on lot 2, block 1, Cherokee Heights addition to the City of Tulsa, back to the building line and in the event first parties being requested by second party to remove said frame building within 15 days, then second party shall have the right to remove said building as it sees fit, as herein provided, and shall charge the expense thereof to first parties, and collect same in any Court of competent jurisdiction.

In such event, it is agreed that the above described property shall be impressed with