

to the City of Tulsa, Tulsa County, Oklahoma, which said property is located on the corner of 21st and Quannah Streets in West Tulsa, and;

Whereas, under and by virtue of Ordinance No. 2576, and amendatory Ordinances of the City of Tulsa, a set-back line of ten (10) feet in width has been declared and made applicable on said streets, and at said intersection along and adjacent to the above described property; and,

Whereas, second parties are desirous of erecting a gasoline filling station and otherwise improving said described property under a lease from First Party, which said improvement according to the tentative plans therefor will project over the said set-back line and which construction, if proceeded by First and second parties would be in violation of the Ordinances above mentioned.

Now, therefore, in consideration of the sum of one (\$1.00) dollar, cash in hand paid by First Party and Second Parties to Third Party and the mutual covenants and agreements herein contained and other good and valuable considerations, it is agreed between the parties hereto that first party and second parties may proceed according to the tentative plans of the erection and construction of a filling station and other improvements on said described property and that the roof of said gasoline filling station may project over the set-back line ^{he} the necessary distance shown by said plans of the property of first party, however, subject to the following terms and conditions.

First party and second parties, or either of them agree that at any time hereafter that third party shall request by written notice mailed to First Party or second parties, or to any of them at Tulsa, Oklahoma, the removal of said improvements and any portion thereof projecting over the ten foot set-back line hereinabove referred to, that they or each or all of them will cause to be removed at their own expense within ten days after ^{the} said notice or notices mailed by Third Party, ^{said} the building or portions thereof projecting or extending over the set back line free and clear of any expense or cost to Third Party.

It is agreed between the parties hereto that in the event First Party or Second Party, or any of them, fail to remove the said building, as herein provided after ^{the} giving of said notice, for a period of ten days, Third Party shall have the right, option and privilege to go upon said premises and remove ^{ve} the said buildings from the territory outside of the set-back lines and in the event Third Party exercises said option and does remove said building, all expenses incident or attendant thereto shall be paid by First Party or by Second Party, or by any of them, and First Party and / or Second parties and / or either of them hereby agree that they shall be liable in a direct action for said expenses, either jointly or severally, and that the above described property, together with all improvements thereon shall be subjected to and impressed with a lien for the aggregate of the expenses of Third Party incurred in removing said improvements, and in instituting suit for the recovery of the expense thereof, including all court costs, expenses incurred in the preparation for ^{trial} and ^{reasonable} attorneys fees.

Time is expressly declared to be of the essence hereof and this contract and all provisions thereof shall be binding upon the heirs, representatives, assigns, subsequent lessees or sub-lessee or any of the parties hereto.

Witness our hands the day and date first above written.

James Economakis, First Party,

C. H. Stubble
L. E. Allen,
W. D. Woolley,
B. A. Conner, Second parties,

(Seal) City of Tulsa, Oklahoma,

By A. S. Ruda, Mayor Pro Tem.

494