

the following described parcel or tract of land situate in Tulsa County, Oklahoma, to-wit:

Commencing at the Northwest corner of Lot 3, in Block 105, thence running easterly along the North lot line of said Lot 3 in said block 105, a distance of 40 feet; thence running Southerly and parallel to the west lot line of said lot 3 in said block 105 for a distance of 10 feet; thence running westerly and parallel to the North lot line of said Lot 3 in said block 105 for a distance of 40 feet; thence running Northerly along the west lot line of said Lot 3 in said block 105, for a distance of 10 feet to the place of beginning according to the official plat thereof.

TO HAVE AND TO HOLD said perpetual easement right unto the said party of the second part, his heirs and assigns forever, in the manner and under the condition, as follows, to-wit:

The said party of the second part shall have the privilege and right to excavate underneath said tract of land and to remove the dirt therefrom in constructing a basement underneath said tract of land and underneath the buildings located and to be located on both the north and south sides of said tract of land. Said walls and roof of said basement shall be constructed of concrete and said walls and roof shall be properly braced and supported *by braces* by girders to prevent any caving from above or from the sides thereof, and to properly protect the lateral support of any buildings constructed or to be constructed on the adjoining lots. All of said work to be strictly first class and to be constructed in a workmanlike manner and to be done in accordance with the laws and ordinances of the City of Tulsa pertaining to such work.

And the said party of the second part, as a further consideration for the granting of said easement, hereby agrees and binds himself, his executors, heirs and assigns, at his own expense, to build and construct a pavement on the tract of land above described. Said pavement shall be composed of concrete and same shall be constructed in a first class, workmanlike manner and to comply with the specifications required in the construction of concrete pavement upon the public streets or alleys in the City of Tulsa, Oklahoma. Said pavement shall be constructed so as to make an arch the long way of said strip of land, the center of which shall be two and one-half (2 1/2) feet higher than either end thereof, and the work of constructing said pavement shall <sup>be</sup> begun immediately upon the completion of the work of constructing said basement as aforesaid, and the same shall be prosecuted without delay to final conclusion thereof.

It is also understood and agreed that said party of the second part shall bear all the expenses, incident to the keeping in repair of said pavement, and that he shall indemnify and save harmless the said parties of the first part any damages or injury to any person or property that may arise or be occasioned by reason of the uses to which said property is put by said Lon R. Stansbery.

It is further agreed by and between the parties hereto that the said party of the second part, his heirs, successors or assigns may have, and is hereby given the privilege and permission to construct and maintain at his own expense Two (2) certain bridges or viaducts over and across said tract of land and connecting the buildings owned on either side of said tract of land and belonging to the said party of the second part. One of which said bridges or