

*Point in an easterly direction on said*  
 southern boundary line, one hundred ten feet to the western boundary line of the alley connecting Second and Third streets, city of Tulsa, in Block 106, of said city, thence on said western boundary line of said alley in a northerly direction two and one-half feet, thence in a westerly direction one hundred ten feet to a point two and one-half feet north of the point of beginning, thence in a southerly direction two and one-half feet to the point of beginning said tract of land being of uniform width of two and one-half feet by one hundred ten feet in length.

The said R. T. Daniel, Party of the second Part hereby agrees not to erect or construct any building or structure of any kind or character on, over, into or across all or any part of the land, and space thereabove, owned by him, described as follows, to-wit:

Commencing at a point on the north boundary line of the south half of lot 6, block 106 original townsite of city of Tulsa, Oklahoma, said point being the same place as designated in the description immediately above set out, and being on the northern boundary line of Property owned by second party hereto as aforesaid, said point being thirty feet east of the eastern boundary line of Boston avenue, extending thence in an easterly direction on said northern boundary line one hundred ten feet to the western boundary line of the alley connecting Second and Third streets, in block 106, city of Tulsa, Oklahoma, thence in a southerly direction on said western boundary line of said alley two and one-half feet, thence in a westerly direction to a point two and one-half feet south of the place of beginning, thence in a northerly direction two and one-half feet to the place of beginning, said tract being of uniform width of two and one-half feet by one hundred ten feet in length.

It is understood and agreed by and between the parties hereto that the tract of land above described shall be of uniform width of five feet, two and one-half feet on each side of boundary line between the premises owned by the first and second parties hereto as aforesaid, and a length of one hundred ten feet and shall be and remain at all times vacant for the purpose of an air and light way, and no building or structure of any kind or character shall ever be erected into, thereon, thereover, thereabove or across and neither of the parties hereto in the erection, construction or maintenance of any building or structure on the premises owned by each of them as above set forth, shall erect or construct same ~~so~~ so as to extend into, on, over or above said tract of land and no building or structure or any part thereof shall ever be erected, constructed or maintained, into on or across the said tract of land without the written agreement of the parties hereto.

It is hereby expressly understood and agreed by and between the parties hereto that this agreement shall be and it is hereby declared to be a covenant running with the lands above described.

This agreement extends to and binds the heirs, executors, administrators and assigns of the parties hereto.

E. R. Kemp  
 H. P. Anderson  
 R. T. Daniel

state of Oklahoma, county of Tulsa, SS.

Before me, W. O. Buck, a notary public in and for said county and state, on this 30 day of November, 1910, personally appeared E. R. Kemp 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.

Witness my hand and notarial seal the day and year above set forth.