

WHEREAS, in said suits the said Banks seek to recover all taxes paid under protest, and

WHEREAS, the issues therein involved have been decided by the Supreme Court of the State of Oklahoma, in the case of American First National Bank, of Oklahoma City vs Bonaparte, and

WHEREAS, it is the opinion of the County Attorney that the County cannot defeat said claims in view of the said decisions of the Supreme Court, and

WHEREAS, the Attorney General, in an opinion addressed to Ed Waite Clarke, County Attorney, of Pawnee County, under date of December 23, 1929, in effect states That the Banks are entitled to recover all over and above one-fifth (1/5) of one (1) Mill, and

WHEREAS, said Banks have conceded the validity of a tax of Four (4) Mills, and have paid said amount, without protest.

NOW, THEREFORE, BE IT RESOLVED, By the Board of County Commissioners in regular session assembled that the County Attorney be, and he is hereby authorized to settle said above enumerated cases on the basis of a Four (4) Mill Tax Rate. The said Banks to recover the amounts prayed for, without interest, in their said petitions.

PASSED, and approved this the 17th. day of March, 1930.

ATTEST: O G WEAVER, County Clerk.  
(SEAL)

W L North  
W J Dickey. County Commissioners.

RIGHT OF WAY AGREEMENT.

THIS AGREEMENT, made and entered into by and between Tulsa County, hereinafter called the Grantor, and OKLAHOMA NATURAL GAS CORPORATION, a corporation hereinafter called the Grantee.

WITNESSETH: That said Grantor for and in consideration of the sum of \$30.00 to him in hand paid by said Grantee, the receipt of which is hereby acknowledged, and for and in consideration of the agreements and covenants hereinafter contained, does hereby grant to the said Grantee, the Right of Way to lay, maintain, operate, relay and remove a pipe line 120 rods long, and located in accordance with plat of definite location on the back hereof, for the purpose of the transportation of Natural Gas, which right of ingress and egress to and from the same on, over and through certain lands situated in the County of Tulsa, State of Oklahoma, described as follows, to-wit:

The Northeast Quarter of the Northwest Quarter of the Southwest Quarter (NE $\frac{1}{4}$  of NW $\frac{1}{4}$  of SW $\frac{1}{4}$ ) and the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 36, Township 21 North, Range 13 East.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the said Grantor is to fully use and enjoy the said premises, except the easement for the purpose hereinbefore granted to said Grantee.
2. That said Grantee hereby covenants to bury its line of pipe so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its line of pipe.
4. That the Grantee shall pay all damage to fences, crops and premises, which may be suffered by reason of laying, maintenance, operation or alteration of said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by the three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This Contract shall bind and run in favor of the respective parties hereto, their heirs, executors, administrators successors and assigns.

In Witness Whereof, the parties hereto have hereunder set their hands and affixed their seals, this 17th. day of March, 1930.

OK STONER K McLELLAND,  
Asst. Co. Engr. Mar 17, 1930.

W L NORTH  
W J DICKEY.

STATE OF OKLAHOMA }  
COUNTY OF TULSA } SS

Before me, the undersigned a Notary Public, in and for the County aforesaid, on this 17th. day of March, 1930, personally appeared W L North and W J Dickey, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal.

E W CLARK, Notary Public.  
My Commission expires Nov. 29, 1931. (SEAL)