

The said grantors, their heirs, or grantees, and the public are to fully use and enjoy the said premises, except the easement hereinbefore granted.

The said J. H. Middleton for himself and his successors or grantees hereby covenants to bury his lines of pipe so that the same willnot interfere with the use of the premises as aforesaid, when so requested by grantor.

It is further agreed that J. H. Middleton, his successors or grantees shall have the right to change the size of his said lines of pipe, or to lay additional lines for a like consideration, the damage, if any, to crops and surface by reason of such change to be paid by the said grantee, his successors or grantees.

The damge for and because of the laying of the first lines of pipe are included in the above payment. All damages thereafter to fences, crops and premises which may be suffered by reason of maintenance, operations or alterations of said lines of pipe, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one to be chosen by J. H. Middleton, his successors or grantees, one by the owner of the premises, and the third by the two chosen as aforesaid, and the award of any two of such three persons shall be ginal and conclusive.

Dated this 30 day of April 1923.

Chas. C. Curtis

Flora F. Curtis

J. H. Middleton.

ACKNOWLEDGEMENT

State of Oklahoma SCOUNTY OF TULSA

Witness my hand and seal on this 30 day of April.,1923

My commission expires Oct. 28-1926 (SEAL) George M. Janeway-Notary Public

ASSIGNMENT

KNOWHALL MEN BY THESE PRESENTS:

That J. H. Middleton of Collinsville State of Oklahoma, the within named grantee in con sideration of the sum of One Dollar to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto The Tulsa Fuel & Manufacturing Co. heirs, and assigns, the within grant.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject nevertheless, to the conditions therein

Line

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