

IN WITNESS WHEREOF, The said grantee/^{has}hereunto set his hand this 30 day of April 1923.

J. H. Middleton

STATE OF OKLAHOMA,)
(ss. (Acknowledgement to the Assignment)
County of Tulsa,)

On this 1st day April, A.D., 1923 before me, the undersigned, Notary Public in and for the County and State aforesaid, personally appeared J. H. Middleton to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he they executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal.

My commission expires Oct. 7th, 1926 (SEAL) M. F. Steele-Notary Public
Filed for record at Tulsa, Tulsa County, Oklahoma, May 10, 1923 at 1:10 o'clock P.M. and recorded in Book 441 Page 551

By Brady Brown - Deputy (SEAL) O. G. Weaver - County Clerk.

230094-ACM

RIGHT OF WAY AGREEMENT

~~CONFIDENTIAL~~

For and in consideration of the sum of EIGHT AND 25/100 -- (\$8.25) Dollars to me in hand paid by J. H. Middleton, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, C. E. Carrick (unmarried) single do hereby grant to J. H. Middleton, his successors or grantees, the right of way to lay, maintain, operate, relay and remove a pipe line for the transportation of Gas, with the right of ingress and egress thereto, said right of way being more fully described by definite plat of location attached, situated in the county of Tulsa and State of Oklahoma, and on, over and through the following described land:

SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$, of Section 25, Township 22, North, Range 13,
East of the Indian Base and Meridian.

The said grantor, his heirs or grantees, and public are to fully use and enjoy the said premises, except the easement herein before granted.

The said J. H. Middleton, for himself and his successors or grantees hereby covenants to bury his line of pipe below plow depth so that the same will not interfere with the use of the premises as aforesaid.

It further agreed that J. H. Middleton his successors or grantees shall have the right to change the size of his said line of pipe 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 damage for and because of the laying of the first line of pipe are included in the above payment, All damage thereafter to fences, crops and premises, which may be suffered by reason of the maintenance, operation or alteration of said line of pipe, if not mutually agreed upon, to be ascertained and determine by three disinterested persons, one to be chosen by the owner of the premises, one by J. H. Middleton his successor or grantees, and the third by the two chosen as aforesaid, and the award of any two of such three persons shall be final and conclusive.

Dated this 7th day of April, 1923.

C. E. Carrick

Acknowledgement

State of Indiana)
(ss
County of Vigo)

Before me the undersigned, a Notary Public in and for said County and State, duly commissioned and acting, on this 7th day of April, 1923, personally appeared C. E. Carrick to me well known and being by me duly sworn, upon oath state that they have read, understand and signed the within and foregoing instrument and that they signed the same as