

(SEAL) R. E. Thompson, Notary Public.

My commission expires March 4, 1925.

Filed for record in Tulsa County, Okla. on March 19, 1923, at 3:00 P.M. and duly recorded in book 445, page 275, By Brady Brown, Depty,

(SEAL) O.G. Weaver, County Clerk.

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COMPARED

RIGHT OF WAY AGREEMENT.

For and in consideration of the sum of ten & no/100 (\$10.00) dollars to him in hand paid by F. Weidner, Supt., the receipt of which is hereby acknowledged, Rogers Hummingbird, of Stilwell, Oklahoma, does hereby grant, to The Tulsa Fuel & Manufacturing Company, its 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.

The SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of section 22, township 21 north, range 13 east of the Indian Base and Meridian, containing 10 acres, more or less, allotted to Rogers Hummingbird the said grantor, his heirs or grantees, and the public are to fully use and enjoy the said premises, except the easement hereinbefore granted.

The said The Tulsa Fuel & Manufacturing Company, for itself and its successors or grantees thereby covenants to bury its lines of pipe so that the same will not interfere with the use of the premises as aforesaid, when requested by the grantor.

It is further agreed that The Tulsa Fuel & Manufacturing Company, its successors or grantees shall have the right to change the size of its said lines of pipe, the damage if any, to crops and surface by reason of such change to be paid by the said grantee, its successors or grantees.

The damage for and because of the laying of the first lines 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, 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 the owner of the premises, one by The Tulsa Fuel & Manufacturing Company, its successors 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 21st day of November, 1922.

Rogers Hummingbird.

Witnesses: Colbert Jones

C. J. Hunt,

State of Oklahoma)

) SS

County of Adair )

Before me, the undersigned, a Notary Public in and for the said County and State, duly commissioned and acting on this 21st day of November, 1922, personally appeared Rogers Hummingbird, to me well known and being by me first duly sworn, upon oath states that he has read, understands and signed the within and foregoing instrument, and that he signed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal on this 21st day of November, 1922.

(SEAL) James T. Washburn, Notary Public.