

225195 - BH

COMPARED

RIGHT OF WAY AGREEMENT.

For and in consideration of the sum of thirty & no/100 (\$30.00) dollars to him in hand paid by F. Weidner, Supt. The receipt of which is hereby acknowledged, Stann 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:

NE $\frac{1}{4}$ of NE $\frac{1}{4}$ and W $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of SE $\frac{1}{4}$ and NE $\frac{1}{4}$ of section 22, township 21, north, range 13 east of the Indian Base and Meridian, containing 70 acres, more or less, allotted to Stann 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 hereby covenants to bury its lines of pipe so that the same will not interfere with the use of the premises as aforesaid, when so 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 line 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 line 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.

Stann Hummingbird, his mark.(Thumb print)

Witnesses: C. J. Hunt
Colbert Jones.

Acknowledgement.

State of Oklahoma)
County of Adair) SS Before me, a Notary Public, in and for said County and State, on this 21st day of November, 1922, personally appeared Stann Hummingbird, to me known to be the identical person who executed the within and foregoing instrument, by his mark, in my presence and in the presence of C. J. Hunt and Colbert Jones, as witnesses, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the considerations, uses and purposes therein set forth.

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

(SEAL) James T. Monham, Notary Public

My commission expires Apr. 16, 1924.

6" line to Halsell, Section 22, twp. 21N, Range 13 E.

Record of Stann Hummingbird right of way.