

464 on this 19th day of July 1916, personally appeared J. H. Hines to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he 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 the day and year above set forth.  
My commission expires April 20, 1920 (SEAL) Minnie Boydston, Notary Public  
Filed for record in Tulsa County, Tulsa Oklahoma, Aug. 6, 1923 at 9:30 o'clock A. M.  
in Book 464, page 542  
By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

227508 C.J. COMPARED

For and in consideration of the sum of Twenty-five and no/100 (\$25.00) Dollars to me in hand paid by F. Weidner, Supt., THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, Lydia Bearpaw now Leach and Husband Henry Leach do 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 <sup>and egress</sup> 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:

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

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

The said The Tulsa Fuel & Manufacturing Company, for itself and its successors or grantees hereby covenants to bury its line of pipe below plow depth so that the same will not interfere with the use of the premises as aforesaid.

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 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 determined by three disinterested persons, one to be chosen by the owner of the premises, one by the Tulsa Fuel & Manufacturing Company, its 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 17 day of March 1923.

Wit to Mark Lydia Bearpaw, now Leach her thumb  
Tom Ferguson Henry Leach mark  
W.H. Walker ACKNOWLEDGEMENT

State of Oklahoma, )  
County of Cherokee ) ss. Before me the undersigned, a Notary Public in and for said  
County and State, duly commissioned and acting, on this 17th day of March 1923, personally appeared Lydia Bearpaw, now Leach and Husband Henry Leach 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 their free