

Wiley, personally known to me to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for uses and purposes therein set forth.

In testimony whereof I have hereunto set my hand and affixed my official seal the day and year above written.

(SEAL) Lydia M. Bickford, Notary Public,

My commission expires July 21st, 1927.

Filed for record in Tulsa County, O. Kls. on Aug. 10, 1923, at 12: 00 and duly recorded in book 467, page 203, By Brady Brown, Deputy,

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

237774 - BH

COMPARED

RIGHT OF WAY AGREEMENT.

For and in consideration of the sum of sixteen and 50/100 (\$16.50) dollars to me in hand paid by E. Weidner, Supt. The receipt of which is hereby acknowledged, John Mankiller, Gdn. of Sallie Mankiller and Charley Mankiller, also Judge Bendabout, John Mankiller and Jemie Hummingbird nee Bendabout, do hereby grant to The Tulsa Fuel & Mfg. Co., 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:

NW $\frac{1}{4}$ 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 and 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^{SS} 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 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 4 day of Aug. 1923.

Witness:

Troy J. Butler, Stilwell, Okla.
Frosh Rivkiller, Stilwell, Okla.

John Mankiller, (his thumb mark)
Gdn. of Sallie and Charley Mankiller (M)

ACKNOWLEDGEMENT.

State of Oklahoma)
County of Adair) ^{SS}

Before me, the undersigned, a Notary Public, in and for said County and State, duly commissioned and acting, on the 4 day of Aug. 1923, personally appeared John Mankiller, to me well known and being by me duly sworn, upon oath state