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

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COMPALED *Dulca*

RIGHT OF WAY AGREEMENT.

This agreement made entered into this 1st day of Aug. 1923, by and between W. E. Hardesty and Jennie Hardesty, his wife, hereinafter called the Grantor, and Oklahoma Natural Gas Company, a corporation, hereinafter called the Grantee.

Witnesseth, that said grantor for and in consideration of the sum of \$42.00 dollars to him in hand paid by said Grantee, the receipt of which is hereby acknowledged and for and in consideration of the agreements and covenants hereinafter contained, does hereby grant to the said Grantee, the Right of Way to lay, maintain, operate, relay and remove a pipe line 168 rods long, and located in accordance with plat of definite location on the back hereof, for the purpose of the transportation of Natural Gas, with right of ingress and egress to and from the same, on, over and through certain lands situated in the County of Tulsa, State of Oklahoma, described as follows, to-wit:

That part of the northeast quarter of section 26, and that part of the south half of the south half of the southeast quarter of sec. 23, all lying west of the Midland Valley Railroad Company's right of way, and all in twp. 19 north, range 12 east,

It is hereby mutually agreed between the parties hereto as follows:

1. That the said Grantor is to fully use and enjoy the same premises, except the easement for the purpose hereinbefore granted to said Grantee.
2. That said Grantee hereby covenants to bury its line of pipe so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its line of pipe.
4. That the Grantee shall pay all damage to fences, crops and premises, which may be suffered by reason of laying, maintenance, operation or alteration of said lines of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such persons shall be final and conclusive.

This contract shall bind and run in favor of the respective parties hereto, their heirs, executors, administrators, successors and assigns,

In witness whereof, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

W. E. Hardesty,
Jennie Hardesty.