

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 three 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 hereunder set their hands and affixed their seals, the day and year first above written.

W. E. Hardesty,
Jennie Hardesty.

State of Oklahoma)
County of Tulsa) SS Before me, the undersigned, a Notary Public, in and for the county aforesaid, on this 31st day of December, 1923, personally appeared W. E. Hardesty and Jennie Hardesty, his wife, to me known 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 the uses and purposes therein set forth.

Witness my hand and official seal.

(SEAL) W. L. Rinsman, Notary Public

My commission expires March 11th, 1926.

R/W #2, Line No. Service Lines, Red Fork, Okls.

Oklahoma Natural Gas Company.

Sec. 26, Twp. 19N, Range 12-E.
County, Tulsa, Red Fork, Twp.
Grantor W. E. Hardesty.

481

Filed for record in Tulsa County, Okls. on Jan. 16, 1924, at 1:30 P.M. recorded in book 481, page 353, Brady Brown, Deputy.

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

249115 - BH

COMPARED

RIGHT OF WAY AGREEMENT.

This agreement made and entered into on this 31st day of December, 1923, by and between W. E. Hardesty and Jennie Hardesty, his wife, hereinafter called the Grantor, and Oklahoma Natural Gas Company, hereinafter called ^{the} Grantee.

Witnesseth, that said grantor for and in consideration of the sum of \$20.00 dollars to him in hand paid by the 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 pipe line 80 rods long, and located in accordance with plot of definite location on the back hereof, for the purpose of 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: