

terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

In witness whereof, the parties have hereunto set their hands and seals this 14 day of Sept. 1923.

Signed, sealed and delivered in the presence of:

William A. Burgess,
Mrs. Maude Burgess.

State of Oklahoma)
Tulsa County) SS Before me, Harry D. Wilborn, in and for said County and State, on this 14 day of Sept 11 1923, personally appeared William A. Burgess, and Mrs. Maude Burgess, 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.

(SEAL) Harry D. Wilborn, Notary Public.

My commission expires May 27, 1924.

Series G-23, Line No. 21-13, From Wm. S. Burgess, to Sinclair Pipe Line Co. Tulsa County, Oklahoma.

Filed for record in Tulsa County, Okla. on Feb. 13, 1924, at 2:00 P.M. recorded in book 481, page 607, Brady Brown, Deputy.

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

251067-JBH

COMPARED

RIGHT OF WAY CONTRACT.

For and in consideration of the sum of \$125.00 the receipt of which is hereby acknowledged, W.P. Phillips, hereafter called grantors, hereby grant unto Sinclair Pipe Line Company, a Maine corporation, hereafter called grantee, the right to lay, maintain, inspect, operate, replace, change or remove a pipe line for the transportation of oil or gas, on over and through the following described land of which grantors warrant they are the owners they are the owners in fee simple, situated in Tulsa County State of Oklahoma, to-wit:

S $\frac{1}{2}$ of SW $\frac{1}{2}$ of section 31, township 21, range 13, X together with the right of ingress and egress to and from said land for any and all purposes necessary and incident to the exercise by said grantee of the rights granted by this contract.

And for an additional consideration of one (\$100) dollar, the receipt of which is hereby acknowledged, said grantors hereby grant unto said grantee the right at any time to lay, maintain, operate, inspect, replace, change, or remove an additional pipe line or pipe lines alongside of said first pipe line for the transportation of oil or gas on, over and through said land, and grantee agrees to pay grantors for each additional pipe line placed on said land by it the sum of one hundred twenty five & no/100 dollars on or before the time grantee commences to construct such pipe line on, over and through said land.

Grantors reserve the right to use said land for any and all purposes except the purposes hereby granted to said grantee. Grantee agrees to pay any damages caused to growing crops, pasturage and fences of grantors on said land caused by grantee's operations hereunder on said land. In the event the parties hereto cannot agree upon the amount of said damages, then the amount thereof shall be ascertained and determined by three disinterested persons selected as follows: One by said grantor's one by said grantee and the third by two so selected, and written award of said three persons so selected shall be final and conclusive on the parties hereto. Any pipeline laid hereunder shall be buried so it will not interfere with cultivation of the surface of said premises.