

in West Tulsa, Okla. now a part of the city of Tulsa, Okla, as per the
recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, here-
ditaments and appurtenances thereunto belonging or in anywise appertaining forever.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas
said parties of the first part ha---- this day executed and delivered

247189 C.J.

RIGHT OF WAY AGREEMENT

COMPARED

THIS AGREEMENT made and entered into on this 3rd. day of December, 1923, by and between
D. Rollans 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 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 80
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 to and from the same,
on, over and through certain lands situated in the County of Tulsa, State of Oklahoma, des-
cribed as follows, to-wit:

The Northwest quarter of the Northwest quarter of Section 12, Township 17 North,
Range 13 East,

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the said Grantor is to fully use and enjoy the said premises, except the
easement for the purpose hereinbefore granted to said Grantee.
2. That said Grantee hereby covenants to bury its lines 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 dis-
interested 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.

D. Rollans

STATE OF OKLAHOMA,)
COUNTY OF TULSA) ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on
this 3rd day of December, 1923, personally appeared D. Rollans to me known to be the iden-
tical 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 herein
set forth.

Witness my hand and official seal.

My Commission expires April 20, 1926 (SEAL) W. C. Williamson, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 20, 1923 at 2:10 o'clock P. M. in
Book 482, page 143 By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk