

The East Half of Southwest quarter (E/2 of SW/4) of Section 27, Township 19 North, Range 13 East in Tulsa County, Oklahoma, according to the Government Survey thereof.

IN TESTIMONY WHEREOF, witness the hands of the undersigned at Tulsa, Oklahoma, this 9th day of February, 1924.

M. E. Bailey

C. W. Bailey

STATE OF OKLAHOMA, }
Tulsa County, } SS:

Before me, the undersigned, a Notary Public within and for said County and State, on this 11th day of February, 1924, personally appeared M. E. Bailey and C. W. Bailey, to me known to be the identical persons who executed the above and foregoing Assignment 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 the day and year last above written.

My commission expires Dec. 22, 1924 (SEAL) C. T. Scott, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Feb 12, 1924 at 1:30 o'clock P. M. in Book 486, page 184

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

251066 C.J.

RIGHT OF WAY CONTRACT

COMPARED

FOR AND IN CONSIDERATION OF THE SUM OF \$62.50, the receipt of which is hereby acknowledged, James O. Burgess and Mary B. Burgess his wife 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 and also the right to erect, install, maintain inspect, operate and remove telegraph and telephone lines and the equipment and apparatus therefor, if grantee desires to do so, to be used in connection with any pipe line hereafter constructed by said grantee on, over and through the following described land of which grantors warrant they are the owners in fee simple, situated in Tulsa County, state of Oklahoma, to-wit:

SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 31, Township 21 N, Range 13 E 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.

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 the 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.

It is agreed that any payment hereunder may be made direct to said grantors and that the 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 hereto set their hands and seals this 14 day of Sept. 1923.

James O. Burgess

Mary Beulah Burgess