

255539 C.J.

RIGHT OF WAY AGREEMENT

COMPARED

THIS AGREEMENT made and entered into on this 2nd day of April, 1924, by and between Eliza H. Allen 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 \$2.50 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 10 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:

A plot of ground 156 feet by 264 feet within the Northeast Quarter of the Northeast quarter of Section 23, Twp. 17 N., Rge. 13 E., more particularly described as follows: Beginning at a point 150' South of the Northeast corner of the Northeast Quarter of Sec. 23-17-13; running thence South along East line of said Section a distance of 156 feet; thence West 264 feet; thence North 156 feet; thence East 264 feet, to a point 150 feet South of said northeast corner of said section, to point of beginning, containing 1 acre, more or less.

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 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.

Eliza H. Allen

STATE OF OKLAHOMA,)
COUNTY OF TULSA,) SS.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this 2 day of Apr. 1924, personally appeared Eliza H. Allen to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes herein set forth.

Witness my hand and official seal.

My commission expires Apr. 19, 1925 (SEAL) Henry W. Worsham, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Apr 11, 1924 at 2:00 o'clock P. M. in
Book 487, page 279

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk