

255540

G.J.

COMPARED

RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$163.00, the receipt of which is hereby acknowledged, Vandervoort and Hoss hereafter called grantors, hereby grant unto SINGLAIR 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 in fee simple, situated in Tulsa County, State of Okla., to-wit:

NW $\frac{1}{4}$ of NW $\frac{1}{4}$ Section 10, Township 19, Range 10
 NE $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 9, Township 19, Range 10
 W $\frac{1}{2}$ of SE $\frac{1}{4}$ Section 4, Township 19, Range 10

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 (\$1.00) 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 Sixty three & 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 the written award of said three persons so selected shall be final and conclusive on the parties hereto. Any pipe line 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 or any one of them, or by depositing such payment to the credit of said grantors or any one of them in the St Nat Bank of Tulsa, and payment so made shall be deemed and considered as payment to each of 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 4th day of April, 1924.

E. B. Hoss

Frank Hudson Admr

Est of C. E. Vandervoort Decd.

STATE OF OKLAHOMA)
 Tulsa County,) SS.

Before me, Arch Wilkins, in and for said county and state, on this 20nd day of April, 1924, personally appeared E. B. Hoss and ---, 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 therein set forth.

My commission expires March 28, 1927 (SEAL)

Arch Wilkins, Notary Public

STATE OF OKLAHOMA,)
 Pawnee County,) SS.

Before me, Hazel Reagan, in and for said County and State, on this 4th day of April, 1924, personally appeared Frank Hudson, Administrator of the Estate of C. E. Vandervoort