

261037 C.J.

## RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$90.00, the receipt of which is hereby acknowledged, W. P. Phillips and Jane Anna Phillips his wife and Velma K. Gillespie 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:

Our 69 acres in N $\frac{1}{2}$  of NW $\frac{1}{4}$  of Section 29, Township 21, Range 13 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 acknowledged, said grantors hereby grant unto said grantee the right at any time to lay, maintain, operate, inspect, replace, change or remove an addition 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 Ninety & 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 pipeline laid hereunder shall be buried so it will not interfere with cultivation of the surfact 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 First National Bank of Tulsa, Okla., 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 28th day of August, 1923.

W. P. Phillips

Jane Anna Phillips

Velma K. Gillespie

STATE OF OKLAHOMA,     )  
Tulsa County,            ) SS.

Before me, Emma M. Bond, in and for said County and State, on this 28th day of August, 1923, personally appeared W. P. Phillips, Jane Anna Phillips and Velma K. Gillespie 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.

My commission expires March 22, 1924

(SEAL)

Emma M. Bond, Notary Public