

Witness my hand at Terrell, Tex. this 23rd day of January A.D. 1925.

A. Bardin

STATE OF TEXAS, )  
COUNTY OF KUAMANA. )

On this the 23rd day of January A.D. 1925 before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared A. Bardin, a bachelor, to me known to be the identical 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 therein set forth.

My commission expires June 1, 1925. (Seal)

Elnora Carlisle, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, January 30, 1925, at 1:30 o'clock P.M. and recorded in Book 490, Page 560.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

277607 C.M.J.

#### RIGHT OF WAY AGREEMENT.

THIS AGREEMENT made and entered into on this 23rd day of December, 1924, by and between Harry E. Schmidt 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 \$20.25 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 81 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:

The West Half of the Southeast Quarter of the Southeast Quarter of Section 15, Township 19 North, Range 12 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 <sup>three</sup> these 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 hereunto set their hands and affixed their seals, the day and year first above written.

Harry E. Schmidt

STATE OF OHIO, )  
County of Franklin. ) ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this 23rd day of December 1924, personally appeared Harry E. Schmidt to me known to be the

COMPARED BY  
PS and JH