

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:

Lot 13, block 2, Kendall addition, Tulsa, Oklahoma

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 hereinafter granted to said grantees.
2. That said grantee hereby covenants to bury its <sup>lines of</sup> 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.

Catherine E. Small.

State of Oklahoma )  
County of Tulsa ) SS

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this day of August, 1924, personally appeared Catherine E. Small, 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.

(SEAL) Chas. Oberst, Notary Public.

My commission expires Jan. 29, 1928.

Filed for record in Tulsa County, Okla. on Sept. 15, 1924, at 2:20 P.M. recorded in book 491, page 542, Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

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#### OIL AND GAS CONTRACT.

This agreement, made and entered into on this 25th day of October, 1923, by and between J.A. Harris, W.H. Harris and George W. Strawn, parties of the first part, and W.J. Flesher, of Tulsa, Oklahoma, party of the second part, witnesseth:

The parties of the first part are the owners of lot one and the northeast quarter of the southeast quarter of the northeast quarter of section 2, township 18, north, range 12 east in Tulsa County, Oklahoma, and have good and valid title to the said land, and that the same is not leased for oil and gas purposes.

That party of the second part is hereby granted the right to enter upon the said land and drill a well for oil and gas, and shall commence the drilling of a well on the said land within thirty (30) days from date hereof, and shall drill such well to the Turkey Mountain Oil Sand, which is found at approximately the depth of 2,200 feet, and shall complete and equip the said well into the tank at his own cost and expense. If the said