

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand the day and year first above written.

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

W. J. Melton,

Before me, a Notary Public, in and for said County and State, on this 29th day of January 1925 personally appeared W. J. Melton, a single man, to me personally 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. WITNESS my signature and official seal, the day and year last above written.

My commission Expires Mar 4, 1928. (Seal) Harold J. Sullivan, Notary Public.
Filed for Record in Tulsa County, Oklahoma, on Jan 30th, 1925 at 2:55 Record in Book 499, P 523
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.

#277624-CW.

RIGHT OF WAY AGREEMENT

THIS AGREEMENT made and entered into on this 19th day of December, 1924, by and between The Texas Company 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 \$33.50 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 134 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 Northeast Quarter of the Northeast Quarter of Section 10, Township 16 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 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.

(Corporate Seal)
Attest: J. B. Duke, Its Assistant Secretary

THE TEXAS COMPANY

By E. J. Donoghue, Its Vice-President.

STATE OF TEXAS, }
HARRIS COUNTY. } SS.

Before me, R. C. Shirley a Notary Public in and for said County and State, on this 19th day of December, 1924 personally appeared T. J. Donoghue, to be the

COMPARED BY
499
and
J. B. Duke