

act and deed, AND the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year above written.

Orville S. Booth, Notary Public.

(SEAL) My commission expires Feb. 23, 1912.

Filed for record at Tulsa, Okla., Sep. 2, 1909, at 3.55 o'clock P. M.

H. C. Walkley, Register of Deeds (SEAL)

A G R E E M E N T.

THIS AGREEMENT MADE AND ENTERED INTO by and between the Midland Valley Railroad Company, party of the first part, hereinafter designated "Railroad Company," and the Gulf Pipe Line Company, party of the second part, hereinafter designated "Gulf Company"

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid, and of the covenants and agreements hereinafter set forth to be by the Gulf Company kept and performed, the Railroad Company hereby grants unto the Gulf Company the right and permission to lay and maintain across its right of way and beneath its road bed and tracks, at a point in Tulsa County, Oklahoma, near Station 24X50 on the Jenks-Glenpool Branch of the Midland Valley Railroad, a three inch pipe for the Conduction of water and a four inch pipe for the conduction of oil, the grants herein made being expressly upon the following terms and conditions, to-wit:

1. The said pipes shall be laid across the Railroad Company's right of way and beneath its roadbed and tracks, now constructed or any that may hereafter be constructed at said place, at such ^{grade and} depth and in such manner as not to impair the use by the Railroad Company of its right of way and tracks or in anywise interfere with the operation of its railroad and the laying or construction of said pipe across said right of way and beneath said roadbed and tracks, in all details, shall be done and performed to the entire satisfaction of the Railroad Company, or of such person as may be selected by it to inspect the same. It is agreed that in order to minimize the danger of breakage, the said pipes and each of them, where they cross beneath said roadbed and tracks, shall be encased in another and larger pipe.

2. The Gulf Company hereby agrees to accept the grants herein made by the Railroad Company to said Gulf Company upon the express condition that said railroad Company, its successors and assigns shall be exempt, released and held harmless by said Gulf Company its successors and assigns, and said Gulf Company does hereby expressly release and indemnify said Railroad Company, its successors and assigns, from any and all liability and loss or damage by reason of any injury to or destruction of property, or injury to or death of any person, which may in anywise be due to the defective condition, imperfect manner of laying or construction, breakage or misplacement of said pipe, or any portion thereof, or to the ignition, combustion or explosion of substances escaping therefrom, or which may in any degree arise from or grow out of the exercise by said Gulf Company of the grant herein made and the existence of said pipe on the Railroad Company's right of way and beneath its roadbed and tracks, whether such loss or damage, injury, destruction or death may be caused or contributed to be the negligence of the railroad Company, its agents, servants or employees, or otherwise; and it is an express condition of this agreement, that should the Railroad Company pay, or be compelled to pay, any claim, demand,