

M--77.

RIGHT OF WAY AGREEMENT.

For and in consideration of the sum of Twenty four 75/100 (\$24.75) Dollars to him in hand paid by Oklahoma Natural Gas Company the receipt of which is hereby acknowledged Wm. P. Adair does hereby grant to the said Oklahoma Natural Gas Company, a corporation, its successors, or assigns, the right of way to lay, maintain, operate, relay, and remove a pile line for the transportation of oil or gas and erect, maintain, operate and remove telegraph or telephone lines with right of ingress or egress to and from the same, said right of way being more fully described by plat of definite location approved by the Secretary of the Interior on May 22nd 1909, on, over and through certain lands allotted to Wm. P. R. Adair, a citizen of the Cherokee Nation, Roll No. 28604, situate in the County of Tulsa and State of Oklahoma, and described as follows: ~~to~~

East half of south east quarter of Section 36, Township 21 N. Range 13 E.

The said grantors, their heirs, or assigns are to fully use and enjoy the said premises except the easement for the purposes hereinbefore granted to the said Oklahoma Natural Gas Company, its successors and assigns.

The said Oklahoma Natural Gas Company for itself and its successors or assigns hereby covenants to bury its lines of pipe so that the same will not interfere with the cultivation of said premises.

In consideration of the sum of One dollar in hand paid, it is hereby further agreed that the Oklahoma Natural Gas Company, its successors, or assigns, may at any time lay additional lines of pipe alongside of the first line, as herein provided, for upon payment of all additional damages, and subject to the same conditions, provided assent and approval of the Secretary of the Interior be had herefor, if within the jurisdiction of such Secretary at that time.

It is hereby further agreed that the Oklahoma Natural Gas Company, its successors or assigns, shall have the right to change the size of its said line of pipe, the damage, if any, to crops and surface by reason of such change, to be paid by the said grantee, its successors or assigns.

The damage for and because of the laying of the first line of pipe are included in the above payment. All damages thereafter to fences, crops, and premises, which may be suffered by reason of the maintenance, operation or alteration of said lines of pipe to be assessed under the direction of the Secretary of the Interior, or, in case of removal of restrictions as to the then owner thereof, said damages, if not mutually agreed upon to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Oklahoma Natural Gas Company, its successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive.

Dated this 3rd day of Dec. 1909.

Witness:

R.L. Panell
Post Office Ft Gibson, Okla.

W.A. Fowler,
Post Office Owasso, Okla.

Wm. P. Adair (seal)
Post Office Ft. Gibson, Okla.