

STATE OF OKLAHOMA)

COUNTY OF MUSKOGEE) S.S.

Before me, the Undersigned, a Notary Public, in and for the County aforesaid on this 3 day of Dec. 1909, personally appeared Wm. P. Adair, 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.

Witness my hand and official seal.

(seal)

Andrew J. Hurt, Notary Public.

My commission expires Jan. 24 1911.

Filed for record at Tulsa, Okla. Jan. 5 1910 at 1:30 O'clock P.M.

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

COMPARED

RIGHT OF WAY AGREEMENT.

For and in consideration of the sum of Twenty five (\$25.00) Dollars to him in hand paid by The Oklahoma Natural Gas Company the receipt of which is hereby acknowledged, J.H. Land, Curator for Toady Stanwaitie do 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 pipe 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 Toady Stanwaitie, a citizen of the Creek Nation, Roll No. 5385 situate in the County of Tulsa and State of Oklahoma, and described as follows.

South west quarter Section 15 Township 18 N. Range 12 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 and 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

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