

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 the 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 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 14 day of December 1909.

Witness:
Chas. V. Pyle, Post Office, Muskogee, Okla.
Joseph Bruner, Post Office, Sapulpa, Okla.

Toady Standwaitie
J.H. Land Curator (seal)
Post Office, Sapulpa, Okla.

State of Oklahoma)
County of Creek (S.S.

Before me the undersigned a Notary Public, in and for the County afore said on this 14 " day of Dec. 1909, personally appeared J.H. Land, Curator for Toady Standwaitie 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)

Joseph Bruner, Notary Public.

My commission expires Nov. 1st 1910

The amount stated in the above and foregoing agreement and receipt, namely: - - - - - (\$-----) Dollars, has been agreed upon by us as the proper and fair consideration and appraisal for the rights conveyed and the damages as therein stated, and such amount has been paid over and accepted by the grantor in cash and in our