

State of Oklahoma)

County of Tulsa (S.E.

On the 10th day of December 1909, before me, the undersigned a notary Public in and for said county and state, personally appeared Charles A. Braden to me known to be the identical person who signed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and date last above written.

(seal)

Charles R. Gilmore, Notary Public.

My commission expires October 1 1913.

Filed for record at Tulsa, Okla. Jan. 5 1910 at 3 o'clock P.M.

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

COMPARSED

RIGHT OF WAY AGREEMENT.

For and in consideration of the sum of Thirteen (\$13) dollars to her in hand paid by The Oklahoma Natural Gas Company, the receipt of which is hereby acknowledged Hilly Bear do hereby grant to the said Oklahoma Natural Gas Company, a corporation, its successors or assigns, the right of way to lay maintain ^{operate} 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 Hilly Bear, a citizen of the Creek Nation, Roll No. 06976, situate in the County of Tulsa, and State of Oklahoma, and described as follows:

North Half of south east quarter Section 10, Township 18 Range 12.

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