

The said Oklahoma Natural Gas Co. 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 Co. 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 Co. 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 to 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 Co: 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 11 day of January 1910.

Witness:

W. T. Mapes, Post, Office, Tulsa, Okla.

State of Oklahoma)

County of Tulsa (s.s.

W. A. Cook (seal)

Post Office, Tulsa, Ok.

I. L. Cook (seal)

Post Office, Tulsa, Okla.

Before me, the undersigned a Notary Public in and for the County aforesaid on this 11th day of January 1910, personally appeared W. A. Cook and I. L. Cook, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed ~~the within and foregoing instrument, and acknowledged to me that they executed the same as their~~ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

(seal)

Randolph Shirk, Notary Public.

My commission expires April 23, 1912.

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 appraisment 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 presence in full payment and settlement therefor.

Appraiser, representative of the United States
Indian Superintendent, Union Agency.

Agent and representative of