

provided assent and approval of the Secretary of the Interior be had therefor if within the jurisdiction of such secretary at that time.

It is hereby further agreed that The Texas Company, its successors or assigns, shall have the right to change the size of its said lines 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 directions 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 Texas 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 17th day of October, 1910.

Owner
Rosa Gibson Nee Washington (seal)
Post office, Skiatook, Okla.

Witnesses
Chas V. Pyle, Post office
Muskogee, Okla

John Gibson,
Post office, Skiatook, Okla (seal)

R.L. Russell, Post office, Tulsa, Okla.

State of Oklahoma, county of Tulsa, SS.

Before me the undersigned, a Notary Public in and for the county and state aforesaid on this 25th day of October, 1910, personally appeared Rosa Washington, Gibson joined by her husband John Gibson, to me known to be the identical persons who executed the within and foregoing instrument, and duly acknowledged to me that they executed the same as their free and voluntary act and deed for the uses, and considerations and purposes therein set forth.

Witness my hand and official seal.

Jas Macklin, Notary Public (seal)

My commission expires July 17, 1914.

The amount stated in the above and foregoing agreement and receipt namely Ten & no/100 (\$10.00) 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 to and accepted by the grantor, in cash and in our presence in full payment and settlement therefor.

Chas V Pyle
Appraiser Representative of the United States
Indian Superintendent, Union Agency

R.L. Russell, agent for and representative of The Texas Company.

Filed for record at Tulsa, Okla Nov 17 1910 at 5 P.M.

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

COMPARED

RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION of the sum of forty (\$40.00) dollars to the undersigned owners in hand paid by the Texas Company, a corporation of Texas, the receipt of which is hereby acknowledged John M. Tucker Guardian of the estate of Edith Tucker, a minor, do hereby grant to the said The Texas 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 to erect maintain and operate a telegraph or tele-