

phone line, with right of ingress and egress to and from both, ~~an~~ said right of way being more fully described by plats of definite location approved by the Secretary of the Interior, on, over and through certain lands allotted to Edith ~~Tucker~~, a citizen of the Cherokee Nation, Roll No. 10359 situate in the county of Tulsa, and State of Oklahoma, and described as follows: The W $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 12 Township 21 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 Texas Company, a corporation, its successors and assigns.

The Texas 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.

It is hereby further agreed that The Texas 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 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 damage, 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 and 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.

Witnesses:  
 John M. Tucker, (seal)  
 Post office, Sperry, Okla.  
 Chas V. Pyle, Post office Muskogee, Okla.  
 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 John M. Tucker, guardian of the estate of Edith Tucker, a minor, to me known to be the identical person who executed the within and foregoing instrument, and duly acknowledged to me that he executed the same as his free and voluntary act and deed for the uses 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 Forty & no/100 (\$40.00) 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 to and accepted by the grantor in cash 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