

and deed for the uses, considerations and purposes herein 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 Twenty two & 50/100 (\$22.50) dollars has been paid 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)

RIGHT OF WAY AGREEMENT.

FOR AND IN CONSIDERATION of the sum of Eleven and 25/100 (\$11.25) dollars to the undersigned owners in hand paid by The Texas Company, a corporation of Texas, the receipt of which is hereby acknowledged, Lizzie Chisholm Seven Joined by her husband Rufus Seven 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 telephone line with right of ingress and egress to and from both, and 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 Lizzie Chisholm, a citizen of the Cherokee Nation, Roll No. 30872 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 the NW $\frac{1}{4}$  Section 13, 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 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 then owner thereof, said damages if not mutually