

oil, or gas, and erect, maintain and operate a telegraph or telephone line, with right of ingress and egress to and from the same, said right of way being more fully described by plats of definite location (made by said The Prairie Oil & Gas Company and now assigned to the Oklahoma Pipe Line Company), approved by the Secretary of the Interior on July 14, 1909, on, over and through certain lands allotted to Annie Rolland a citizen of the Creek Nation, Roll No situate in the County of Tulsa and State of Oklahoma, and described as follows: S. E. of N. E. Section 5, Township 16, Range 13 S2 of N E. of N E Section 5, Township 16, Range 13.

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 Pipe Line Company, a corporation, its successors and assigns.

The said Oklahoma Pipe Line Company, a corporation, 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 said Oklahoma Pipe Line 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 approved of the Secretary of the Interior be had therefor, if within the jurisdiction of such Secretary at that time.

It is hereby agreed that the Oklahoma Pipe Line 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 damages 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 Oklahoma Pipe Line 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 5 day of January, 1910

Witnesses:

Jack Summer

Post Office, Haskell, Okla.

Thas V. Pyle,

Post Office Muskogee, Ok.

Owners:

Thos. Brown,

Post Office Bixby, Okla.

State of Oklahoma,)
)SS.
County of Muskogee.)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, on this 5 day of January, 1910, personally appeared Thomas Brown 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.