

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 15 day of January, 1910.

Witnesses:

Grover Cole,

Post Office Checotah, Okla.

Chas. V. Pyle,

Post Office Muskogee, Okla.

Owners:

P. J. Wadsworth, *Seal*

Post Office Checotah, Okla.

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

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, on this 15 day of January, 1910, personally appeared P. J. Wadsworth to me know 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.
(Seal)

Harry A. Faulkner, Notary Public.

My commission expires Oct. 24, 1913.

The amount stated in the above and foregoing agreement and receipt, namely:

Thirty three 25/100 (\$33 25/100) Dollars, has been agreed upon by us as the proper and fair consideration and appraisement 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.

Geo. S. Parshall

Agent for and representative of the
Oklahoma Pipe Line Company.

Filed for record Feb. 4, 1910 at 1 o'clock P. M.

H. G. Walkley, Register of Deeds. (Seal)

COMPARED

RIGHT OF WAY AGREEMENT:

FOR AND IN CONSIDERATION of the sum of Twenty four 25/100 (\$24.25/100) Dollars to the undersigned owners in hand paid by Oklahoma Pipe Line Company, a corporation of Oklahoma (assignee of The Prairie Oil & Gas Company, a corporation of Kansas), the receipt