

COMPARED

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Three & 60/100 (\$3.60) Dollars to him in hand paid by Charley Houston the receipt of which is hereby acknowledged Oklahoma Natural Gas Company does hereby grant to the said Oklahoma Natural Gas Company, a corporation, it 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 erect, maintain, operate and remove, telegraph or telephone lines with right of ingress or egress to and from the same, said right of way being <sup>more</sup> fully described by plat of definite location, approved by the Secretary of the Interior on May 22nd 1907 on, over, and through certain lands allotted to Charley Houston a citizen of the Cherokee Nation, Roll No. 7, situate in the County of Tulsa, and state of Oklahoma, and described as follows:

NE 1/4 of NW 1/4 of NW 1/4 of Section 12 Township 20 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 Natural Gas Company its successors and assigns.

The said Oklahoma Natural Gas 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.

In consideration of the sum of one Dollar in hand paid, it is hereby further agreed that the Oklahoma Natural Gas 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 herefor, if within the jurisdiction of such Secretary at that time.

It is hereby further agreed that the Oklahoma Natural Gas 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 agreed upon to be ascertained and determined by three disinterested persons, on thereof to be appointed by the owner of the premises, one by the Oklahoma Natural Gas 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 16 day of March 1910.

Witness:  
Thomas Woodall  
Post Office Choteau, Okla.  
Wesley E. Fowler  
Post Office Owasso, Okla.

*my*  
Charley ~~X~~ Houston (Seal)  
*mark*  
Post Office Chauteau Okla.

STATE OF OKLAHOMA,  
COUNTY OF MAYS ) SS.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this