

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, one thereof to be appointed by the owner of the premises, one by the Oklahoma Natural Gas Co. 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-----day of-----

Wm. H. Thornton (Seal)  
Post Office, ~~Barber~~, Okla.

Witness:  
J. C. Combs  
Post Office Tahlequah, Okla.  
Ross Daniel  
Post Office Tahlequah.

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF CHEROKEE.)

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 23rd day of March, 1910, personally appeared, Wm. H. Thornton to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal.

Ross Daniel, Notary Public.

(Seal)

My commission expires 1-13 1914.

Filed for record at Tulsa, Okla. Mar. 28, 1910 at 2:50 o'clock P. M.

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

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COMPARED

RIGHT OF WAY AGREEMENT.

For and in consideration of the sum of Three & no/100 (\$3.00) Dollars to her in hand paid by Oklahoma Natural Gas Company the receipt of which is hereby acknowledged Amanda C/ Kenney do hereby grant to the said Oklahoma Natural Gas Company, a corporation, its successors, or assigns, the right of way to lay, maintain, operate, relay and remove a pipe line for