

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 Lucinda Brady a citizen of the Creek Nation Roll No. 1641 situate in the County of Tulsa and State of Oklahoma, and described as follows:

NE4 Section 9, Township 16 N. Range 13 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 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 ^{herby} 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 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 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 22nd day of March 1910.

Owners.

Witnesses:

J.E. Kelly Guardian, (seal)
Post Office, Kelleyville, Okla.

James J. Mars.
Post Office, Sapulpa, Okla.

Harvey Smith, Post Office, Sapulpa, Okla.

State of Oklahoma, County of Creek, S.S.

Before me the undersigned, a Notary Public in and for the County and State aforesaid, on this 22nd day of March 1910, personally appeared J.E. Kelly 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, consideration and purposes therein set forth.

Witness my hand and official seal.

(seal)

A.M. Clem, Notary Public.

My commission expires Feb. 24, 1913

The amount sated in the above and foregoing agreement and receipt, namely--- Twelve 15/100 (\$1⁷⁰⁰ 15) Dollars has been agreed upon by us as the proper and fair consideration and appraisment for the rights conveyed and the damages as therein sated, 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.