

Tulsa
7-9-58

COMPARED

RIGHT OF WAY AGREEMENT.

For and in consideration of the sum of Six & no/100 (\$6.00) dollars to her in hand paid by Oklahoma Natural Gas Company, the receipt of which is hereby acknowledged Maria Rogers does hereby grant to the said Oklahoma Natural Gas Company, a corporation, its successors or assigns, the right ~~to~~ way to lay, maintain, operate, relay and remove 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 more fully described by plat of definite location, approved by the Secretary of the Interior on-----on, over, and through certain lands allotted to Maria Rogers, a citizen of the Creek Nation, Roll No. 5520, situate in the County of Tulsa, and State of Oklahoma, and described as follows:

SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 2, Township 18 N Range 12 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 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 the 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, one 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 24 day of May 1910.

her
Maria x Rogers (seal)
mark
Post office, Muskogee, Okla.

Witness:
J.T. Tremble
Post Office, Muskogee, Okla.
B.F. Baker, Post Office Tulsa, Ok.

State of Oklahoma, County of Muskogee SS.

Before me the undersigned a Notary Public in and for the county aforesaid on this 24 day of May 1910, personally appeared Maria Rogers to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.