

COMPARED

RIGHT OF WAY AGREEMENT.

FOR AND IN CONSIDERATION of the sum of Sixteen No/100 (\$16.00) dollars to the undersigned owners in hand paid by Gulf Pipe Line Company of Oklahoma, a corporation, the receipt of which is hereby acknowledged, Henry Spybuck does hereby grant to the said Gulf Pipe Line Company of Oklahoma, a corporation, its 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 and operate a telegraph or telephone line, with right of ingress and egress to and from the same, said right of way being more fully described by plats of definite location, approved by the Secretary of the Interior, on, over, and through certain lands allotted to Henry Spybuck a citizen of the Cherokee Nation, roll No. --- situate in the county of Tulsa, and state of Oklahoma, and described as follows:

North west quarter of north west quarter sec 24, and south west quarter of south west quarter "13 all of Town 21, North Range 12 east being 160 rods)

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 Gulf Pipe Line Company of Oklahoma, a corporation, its successors or assigns.

The said Gulf Pipe Line Company of Oklahoma, 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 hereby further agreed that the said Gulf Pipe Line Company of Oklahoma, 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 Gulf Pipe Line Company of Oklahoma, 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 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 Gulf Pipe Line Company of Oklahoma, its successors and 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 30 day of Apr. 1910.

Owners

his
Henry x Spybuck (seal)
mark

Witnesses:
C.E. Tyler,
Post office Skiatook, Okla
Chas V. Pyle, Post office, Muskogee, Okla.

Post office, Sperry, Okla.

State of Oklahoma, County of Tulsa, SS.

Before me, the undersigned, a Notary Public in and for the county and state aforesaid on this 30 day of April 1910, personally appeared Henry Spybuck 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