

The said gulf Pipe Line company of Oklahoma, a corporation, for itself and its successors or assigns hereby covenants to bury its line 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 directions of the Secretary of the Interior, or in case of removal of restrictions as to the then owner thereof, said damages, of 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 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 14 day of May 1910.

Owners.

James Nail (seal)
Post office Tulsa, Okla.

Witnesses:
Roy Williams,
Post office Tulsa, Okla.

Chas V Pyle, Post office
Muskogee, 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 14 day of May 1910 personally appeared James Nail 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, considerations and purposes therein set forth.

Witness my hand and official seal.

(seal)

W.L. Wall Jr., Notary Public.

My commission expires Dec. 15, 1911.

The amount stated in the above and foregoing agreement and receipt, namely Eight No/100 (\$8.00) dollars, has been agreed upon as the proper and fair consideration and appraisal for the right conveyed and the damages as therein stated, 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.

Chas V. Pyle, Appraiser representative
of the United States Indian Superintendent,
Union Agency.

C.A. Siggins, Agent for and representative of the
gulf Pipe Line company of Oklahoma.

Filed for record at Tulsa, Okla Sep 6, 1910 at 8 o'clock A.M.

H.C. Walkley, Register of deeds (seal)