

The amount stated in the above and foregoing agreement and receipt, namely Eight 00/100 (\$-----) dollars, has been agreed upon by us as the proper and fair consideration and appraisal for the rights 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 W. 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 8 1910 at 2 P.M.

H.G. Walkley Register of deeds (seal)

COMPARED

RIGHT OF WAY AGREEMENT.

Tulsa  
8-53

FOR AND IN CONSIDERATION of the sum of Eight and no/100 (\$8.00) dollars to the undersigned owners in hand paid by Gulf Pipe Line company of Oklahoma a corporation, the receipt of which is hereby acknowledged Elk Daugherty, I do 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 Elk Daugherty a citizen of the Cherokee Nation, Roll No. 27208, situate in the County of Tulsa, and State of Oklahoma, and described as follows:

NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of section 14, township 22 North, Range 12 east, being 80 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 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 directions of the Secretary of the Interior or, in case of removal of restrictions as to the then owner thereof, said damages if not otherwise agreed upon to be ascertained and determined by three dis-