

RIGHT OF WAY AGREEMENT.

COMPARED

For and in consideration of the sum of One (\$1.00) dollars to her in X hand paid by Galbreath Gas Company the receipt of which is hereby acknowledged Susie Jackson does hereby grant to the said Galbreath Gas Company, a corporation, its successors or assigns, the right of way to lay, maintain, operate ~~and~~ relay and remove a pipe line for the transportation of oil or gas and erect maintain, operate and remove telegraph or telephone lines, with right of ingress and 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 Susie Jackson, a citizen of the Cree Nation, Roll No.----situate in the County of Tulsa ~~State of Oklahoma and described as follows~~ E 1/2 of NW 1/4 Section 31, Township 19 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 Galbreath Gas Company its successors and assigns.

The said Galbreath 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 Galbreath 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 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 further agreed that the Galbreath 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 damage 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 Galbreath 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 13th day of October, 1910.

Witness:

J.G. Schofield, who wrote the name of Stepney Jackson, at his request.
Post office, Checotah, Oklahoma
P.L. Burlingame,
Post office, Muskogee, Oklahoma,

State of Oklahoma, County of McIntosh, SS.

His
Stepney x Jackson (seal)
Mark
Guardian of Susie Jackson, a minor.

Post office, Broken Arrow, Oklahoma

Before me, the undersigned a Notary public in and for the county aforesaid on this 13th day of October, 1910, personally appeared Stepney Jackson