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 the payment of all additional demages, and subject to the same conditions, provided assent and approval of the Secretary of the Interior be had therefor, if within the jurisdication of such Secretary at that time.

It is hereby 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 Int rior, 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 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 22 day of October, 1910.

Annie Cobb, (seal) Post Office Muskogee

## Witness:

(seal)

B.J.J. Hand!. Post office Muskogee

Dana McQueen, Post office, Tahlequah, Okla.

State of Oklahoma, County of Muskogee, SS.

Before me, the undersigned, a Notary Public in and for the county aforesaid on this 22 day of October, 1910, personally appeared Annie Cobb, 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.

Witness my hand and official seal.

H.R. Edwards, Notary Public

My commission expires Nov. 9th, 1913.

The amount stated in the above and foregoing agreement and raceipt namely:-----(\$----) Dollars, has been agreed upon by us as the proper and fair consideration and appraisment for the rights conveyed and the damages as therein stated, and such amount has been paid over and accepted by the grander in cash and in our presence in full payment and settlement therefor.

> Appraiser, representative, of the United Ntates Indian Superintendent, Union Agency

> > 1 = 11

Filed for record at Tulsa, Okla Oct 25, 1910 at 4:20 P.M.

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

Agent and representative of ----

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