

RIGHT OF WAY AGREEMENT.

COPIED
For and in consideration of the sum of one (\$1.00) dollars to him in hand paid by Galbreath Gas Company the receipt of which is hereby acknowledged J.W. Russell does hereby grant to the said Galbreath Gas Company 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, operate and remove telegraph or telephone lines with right of ingress or egress to and from the same, said right of way being more fully described by plat or definite location, approved by the Secretary of the Interior, on---on--- over, and through certain lands allotted to Winnie Barnes a citizen of the Creek Nation, Roll No.---, situate in the County of Tulsa, and State of Oklahoma, and described as follows:

NW 1/4 Section 26, Township 19 N. Range 11 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 therefor, if within the jurisdiction 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 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 Galbreath Gas Company its successors or assigns, and the third by the two so appointed as foresaid and the award of such three persons shall be final and conclusive.

Dated this 24th day of October, 1910.

J.W. Russell (seal)

Witness----

Post office, Red Fork, Okla

State of Oklahoma, County of Tulsa, SS.

Before me, the undersigned, a Notary public in and for the county aforesaid on this 24 day of October 1910, personally appeared J.W. Russell to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.