

Filed for record at Tulsa, Okla Nov 9, 1910 at 8 A.M.

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

RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Twenty (\$20.00) dollars to it in hand paid by Galbreath Gas Company, of Tulsa, Okla., the receipt of which is hereby acknowledged, The Iowa Land & Trust Company 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 gas with right of ingress or egress to and from the same, said right of way being on, over and through certain lands allotted to Grant Tucker, a citizen of the ---Nation, Roll No.-- situate in the county of Tulsa, and State of Oklahoma, and described as follows: Said right of way being 67 rods over the NW/4 NW/4 of Section 31, Township 19 Range 12

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 one additional line of pipe alongside of the first line, as herein provided, for, upon payment of all additional damages and subject to the same conditions.

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 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 1st day of November 1910.

(Corp Seal)

The Iowa Land & Trust Co. (seal)  
By E.S. Warner, Secy.

State of Oklahoma, County of Muskogee, SS.

Before me, the undersigned, a Notary Public in and for the county aforesaid on this 1st day of November 1910, personally appeared E.S. Warner Secy of Iowa Land & Trust Co., 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 and for the said company