

Over and across the north half of the southeast quarter of section 3, township 17 north, range 12 east; beginning at a point 1320 feet north and 2420 feet west of the southeast corner of said section 3. Thence bearing north, 49° and 30' min's west a distance of 290 feet to a point 1510 feet north and 2640 feet west of the southeast corner of section 3, township 17 north, range 12 east.

Also granting unto said grantee, its successors and assigns, the perpetual right, privilege and authority to cut down, remove or trim any trees that may, in the judgment of the grantee, interfere with or endanger said line or its maintenance and operation; also to set the necessary guy and brace poles or anchors and to attach all necessary guy wires thereto and to enter upon the above described premises for the purpose of erecting, maintaining and operating its said poles, lines and fixtures as aforesaid, and further granting to said grantee, its successors and assigns the right, privilege and authority to erect, maintain and operate such line or lines upon, over and across any street, alley, highway, rail road or other right of way now or hereafter established and existing on or across said premises or adjoining the same or adjacent thereto.

The grantee agrees at all times to indemnify and save harmless the grantors against all claims, demands, actions or causes of action arising or growing out of any loss or of or damage to property or injury to or death of persons which may be due in any manner to the negligent construction and maintenance, state of repair or presence of the said transmission lines, poles and fixtures and to pay to the grantor the full amount of any loss or damage which the grantor may sustain, incur or become liable for on account thereof.

The Grantee further agrees to indemnify and save harmless the Grantor from any and all loss, destruction of or damage to its property by the construction, maintenance and operation of said transmission lines, poles and fixtures and Grantee further agrees to indemnify the said grantor from any and all loss, claims or demands for any injuries suffered by any of its employees by reason of the negligent construction, maintenance and operation of said lines, poles and fixtures and exempts the Grantor from any and all claims for the loss, destruction of or damage to said transmission lines, poles and fixtures not caused by the negligence of the Grantor, its servants, agents and employees.

Upon removal of said lines, poles and fixtures this grant shall terminate.

Signed and delivered this 25th day of October, 1924.

(Corp. Seal) The Prairie Oil & Gas Company,

By Dana H. Kelsey, Vice-President.

Attest: J. A. Hollahan, Secretary.

(Corp. Seal) Oklahoma Gas and Electric Co.

By J. F. Owens, Vice-Pres. & General Manager.

Attest: W. D. Owens, Secretary,

Form Approved, L. J. Sartain.

State of Kansas }
County of Montgomery) ss Before me, a Notary Public, in and for said County and State, on this 25th day of October, 1924, personally appeared Dana H. Kelsey, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

(SEAL) W. H. Love, Notary Public.

My commission expires July 23, 1925.

Approved by W. H. Love, Attorney