

water over, through and upon that certain tract of land owned by the grantor and situated in Tulsa County and Described as follows:

A part of the South Half of the Southwest Quarter of Section 19, Township 18 North, Range 13 East, as shown by the plat hereto attached as part thereof and marked "Exhibit B".

It is expressly agreed and understood that the said four inch pipe line for gas and the said three inch line for water when laid shall not in any way encroach upon or interfere with the tanks and fire banks surrounding tanks on said land, and that said grantee shall be liable to said grantor, its successors and assigns, for any and all damages arising by reason of the laying and operation of said lines. Said lines shall be laid as nearly as the same can be laid along the line indicated by red ink on the plat hereto attached as part hereof and marked Exhibit B.

It is further understood and agreed that the grantee herein shall and does assume all risks of every kind and nature to its said lines and that the grantor shall not be liable to the grantee, its successors and assigns for any damages by reason of fires or otherwise on said tracts of land or either of them.

In case the future operations of the said grantor on said lands shall require the removal of any part of said lines, such removal shall be done by the grantee, its successors and assigns at the expense of the said grantees.

The rights herein granted shall permit the use of such land as may be necessary for said pipe lines, and shall also permit the grantee herein, its successors and assigns, to do whatever may be necessary to their construction or for the enjoyment of the rights herein granted, including the right of ingress and egress to and from said tract of land for any purpose of laying, maintaining, repairing and restoring of said lines, and for the removal of same when desired by the grantee, its successors and assigns but such rights shall not include the right to disturb any fire bank or other property or improvements on said lands belonging to the grantor, its successors or assigns.

TO HAVE AND TO HOLD THE SAID EASEMENT unto the said The Gulf Pipe Line Company, its successors and assigns, so long as the same shall be useful for the purpose desired by said grantee, which by the acceptance hereof it, said grantee, covenants and agrees with the grantor that the said lines of pipe shall be buried so as not to interfere with the uses of the said tract by the grantor, its successors and assigns.

WITNESS the signatures of the grantor herein, this 3rd, day of July 1909.

THE PRAIRIE OIL & GAS CO.

Attest:

By J. E. O'Neil, Vice-President.

Secretary

The terms of the above grant are accepted on behalf of The Gulf Pipe Line Company, on this the 3rd, day of July 1909

O.K. ... W.J.W.

GULF PIPE LINE COMPANY.

Attest

By H. A. Phillips, Vice-President.

STATE OF KANSAS, MONTGOMERY COUNTY, SS.

BE IT REMEMBERED, that on this 14th, day of July A. D. 1909, before me, the undersigned, a Notary Public, in and for said County and State aforesaid, came J. E. O'Neil Vice-President of The Prairie Oil & Gas Company, a corporation, and E. T. Patterson secretary of said corporation, who are each personally known to me to be the same persons who executed the foregoing instrument of writing as such Vice-President and Secretary, respectively, and said J. E. O'Neil, as Vice-President, of said corporation, duly