

## RIGHT OF WAY.

FOR AND IN CONSIDERATION OF FIVE AND 00/100 Dollars, to us in hand paid, receipt of which is hereby acknowledged, and the further consideration of 25 cents per rod, to be paid when pipe line hereinafter specified is laid we, Evaline Duff and J. S. Hopping do hereby grant to The Prairie Oil & Gas Company, its successors or assigns, the right of way to lay, maintain, operate and remove a pipe line for the transportation of oil or gas and erect, maintain and operate a telegraph or telephone line, if the same shall be found necessary, on over and through our lands, lands, situated in Tulsa County, State of Oklahoma, described as follows, to-wit:

NE.  $\frac{1}{4}$  NW.  $\frac{1}{4}$  of Section 24, Township 11 N., Range 12 E.

with ingress and egress to and from the same. The said grantors, heirs or assigns to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said The Prairie Oil & Gas Company, which hereby agrees to pay any damages which may arise from the laying, maintaining and operating said pipe line; said damage if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantors, heirs or assigns, one by The Prairie Oil & Gas Company, its successors or assigns, and the third by the two so appointed as afore said, and the award of such three persons shall be final and conclusive. And it is hereby further agreed, that the said The Prairie Oil & Gas Company, its successors or assigns, may at any time lay an additional line of pipe alongside of the first line, as herein provided, upon the payment of a like consideration, and subject to the same conditions; also to have the right to change the size of its pipes, the damage, if any, in making such change to be paid by the said The Prairie Oil & Gas Company. If work in pursuance of this instrument is not commenced within twelve (12) months from the date hereof, it shall become null and void.

All pipe to be buried and kept buried below plow depth. Telephone and telegraph to follow the section lines or around the fences.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals, this 7th day of July A. D. 1909.

Signed, sealed and delivered

in the presence of:

J. S. Hopping (SEAL)

J. T. Johnson.

Evaline Duff (SEAL)

STATE OF OKLAHOMA, )  
                                  ) SS.  
COUNTY OF OKMULGEE. )

On this 17th, day of July A. D. 1909, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared J. S. Hopping, to me personally 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.

Ed. E. Phillips, Notary Public.

(SEAL) My commission expires February 15, 1910.

STATE OF OKLAHOMA, )  
                                  ) L SS:  
OKMULGEE COUNTY )

On this 19th, day of July 1909, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Evaline Duff, to me personally 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