

to lay, maintain and operate a pipe line, diagonally across the land, and a telegraph or telephone line, in the public road or 3 ft or less from the fence line now enclosing said land, to the transportation of crude petroleum over and across the said premises, with ingress and egress to and from the same; the said party of the first part to fully use and enjoy said premises for the purposes herein granted, the party of the second part to pay all damages which may arise to crops or fences and any other damages, caused by the laying, maintaining and operating of said pipe line and telegraph or telephone line said damages if not mutually agreed upon to be ascertained and determined by three (3) disinterested persons, one thereof to be appointed by the said Grantor, one by The Prairie Oil & Gas Company, its successors or assigns, and the third by the two so appointed, 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 pipe line 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 determined and paid by the said The Prairie Oil and Gas Company as in the manner as above provided.

The pipe line to be buried 18 inches or more below the surface.

WITNESS:

J. S. Russum

his
Robert T. (X) Barber Guardian.
mark

STATE OF OKLAHOMA, 9
: SS.
COUNTY OF CREEK.)

On this 8 day of July A. D. 1909/ before me, the undersigned, a Notary Public, in and for the county and State aforesaid, personally appeared Robert J. Barber, Guardian of Shellie L. Barber, minor, 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.

WITNESS my hand and official seal:

(COURT SEAL)

Florence E. Cox, Clerk County Court.

Approved this 8th, day of July 1909.

Josiah G. Davis, Judge.

Filed for record at Tulsa, Okla., Aug. 30, 1909, at 10 o'clock A. M.

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

TURLEY, OKLAHOMA, July. 16, '09.

I, Agree and Guarantee to execute to W. P. Phillips, a rental contract on the Evelyn Foreman Allotment of 80 acres, being the SW. $\frac{1}{4}$ of SE. $\frac{1}{4}$ Sec. 30 and the NW. $\frac{1}{4}$ of NE. $\frac{1}{4}$ Sec. 31 T. 21, R 13, at the expiration of existing contract for year 1909. And so on until a period of five years is covered. Consideration to be \$75.00, to be paid in advance each year.

Samuel Foreman

W. P. Phillips.

Filed for record at Tulsa, Okla., Aug. 30, 1909, at 1.45 o'clock P. M.
H. C. Walkley, Register of Deeds (SEAL)