

## RIGHT OF WAY.

THIS INDENTURE, executed in duplicate, on this the 29th, day of July 1909, by and between George P. Sampson, as the Guardian of the person and estate of Joe Sampson, a minor, a Creek Citizen and allottee of the following described lands, situate in the County of Tulsa, State of Oklahoma, to-wit:

SW.  $\frac{1}{4}$  Section 32, Township 17, Range 13, as the party of the first part, and The Prairie Oil & Gas Company, a corporation, created and existing under the laws of the State of Kansas, and duly authorized and engaged in the transportation of crude petroleum through a system of pipe lines in the State of Oklahoma, as party of the second part

WITNESSETH, THAT, WHEREAS, the said party of the first part did on the 29 day of July 1909, present to the County Court of McIntosh County in said State, a petition representing and showing that the said party of the second part is desirous of constructing a pipe line and a telegraph and telephone line over said premises, and that said party of the first part had received a proposition from said party of the second part for right of way for its said pipe line and telegraph or telephone line over and across said premises, the sum of Forty Eight & 50/100 Dollars (\$48.50), being 25 cents per rod, together with all damages which might arise to crops or fences, and any other damage occasioned from the laying, maintaining and operating of said pipe line and telegraph or telephone lines.

THAT, afterward on the 29 day of July 1909, said petition was duly considered by said Court, and it was ordered and directed that said Guardian execute to the said The Prairie Oil & Gas Company a grant of the right of way over above described premises in the nature of an easement upon the terms and conditions of said petition.

Pursuant to the order of said Court, and in consideration of Forty Eight & 50/100 Dollars, the receipt of which is hereby acknowledged, I, George P. Sampson, as the Guardian of the estate of the said Joe Sampson, minor, do hereby grant to The Prairie Oil & Gas Company, its successors and assigns, the right of way in the nature of an easement to lay, maintain and operate a pipe line and telegraph or telephone line for the transportation of crude oil 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 the said premises except for the purposes herein granted, the party of the second party to pay any 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 damage 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 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 determined and paid by the said The Prairie Oil & Gas Company, as in the same manner as above provided.

WITNESS.

Geo. P. Sampson, Guardian.

J. T. Johnson.

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

On this 29th, day of July A. D., 1909, before me, the undersigned, a Notary Public,