

*Right of Way*  
R. of W. Form Rep. 100.

FOR AND IN CONSIDERATION OF FIVE 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 George H. Ennis and Ida May Ennis, his wife, of Mounds, Okla., 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 and gas and erect, maintain and operate a telegraph or telephone line, if the same shall be found necessary, on, over and through lands on which I have and optional contract for its purchase, said lands, situate in Tulsa County, State of Oklahoma, described as follows, to-wit:

E; SE $\frac{1}{4}$  Section 9, Township 16 N. Range 13 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 Prairie Oil & Gas Company, which hereby agrees to pay any damages which may arise from the laying, maintaining and operating said pipe line; said damages 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 aforesaid, 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 a 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 months from the date hereof, it shall become null and void.

It is agreed and understood by and between the parties hereto, that this contract is made subject to a contract of purchase by and between Joseph Trout George H. Ennis.. Said contract being an option, that is now held in Escrow, in First National Bank of Mounds, Okla., and expiring Nov. 30, 1909. Telegraph & Telephone lines to follow farm lines. Pipe to be buried below plow depth.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, this 2nd, day of October A. D. 1909.

Signed, Sealed and Delivered in the presence of:

A. T. McCrory

George H. Ennis (SEAL)

Ida May Ennis (SEAL)

STATE OF OKLAHOMA, )  
 ) SS.  
COUNTY OF C R E E K.)

On this 2nd, day of October A. D. 1909, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared George H. Ennis and Ida May Ennis, husband and wife, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth. Witness my hand and official seal.

Moses C. Berry, Notary Public.

(SEAL) My commission expires Jan. 31st, 1911.

Filed for record at Tulsa, Okla., Oct. 15, 1909, at 11 o'clock A. M.  
H. C. Walkley, Register of Deeds (SEAL)