

the sum of Sixty nine & 80/100 dollars, (\$69.80) 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 23rd day of November 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 Sixty nine & 80/100 Dollars, the receipt of which is hereby acknowledged I, Ed Hart, as Guardian of the estate of the said ~~Blair~~ W. Miller, 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 and telephone line said telegraph and telephone line to be on section lines, 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 said premises except for the purposes herein granted, the party of the second part 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 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 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 <sup>same</sup> manner as above provided.

Witness:

Ed Hart, Guardian.

State of Oklahoma)

County of Okmulgee) s.s.

On this 23rd day of Nov. A.D. 1909, before me, the undersigned a Notary Public in and for the County and State aforesaid, personally appeared Ed Hart, as Guardian of ~~Blair~~ W. Miller, 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.

(seal)

Lena Grubb, Notary Public.

My commission expires Oct. 21, 1913.

Approved this 23rd day of Nov. 1909.

W.E. Foster, Judge. (SEAL)