

State of Oklahoma, County of Tulsa, SS.

Before me, a Notary Public in and for said county and State in this 12th day of October 1910, personally appeared Cyrus S. Avery, known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and who acknowledged the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

(seal)

Lucile Chastain, Notary Public.

My commission expires January 13, 1914.

Filed for record at Tulsa, Okla Oct 12, 1910 at 1:25 P.M.

H.C. Walkley, Register of deeds (seal)

COMPARED

For and in consideration of \$1.00 (One Dollar) to wit, in hand paid the receipt of which is hereby acknowledged, the City of Tulsa, Tulsa County, Oklahoma, does 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, on, over, and through the land of the City of Tulsa, situated in Tulsa County, State of Oklahoma, and described as follows; to-wit:

Lot 8 of Sec. 3; and the E 1/2 of the NW 1/4 of the SE 1/4 of Sec. 3, and that portion of the NE 1/4 of the SE 1/4 of Sec. 3 lying south of a line drawn from the NW corner of the SE corner of the said NE 1/4 of the S.E. 1/4 of Sec 3, Twp. 19 N. R. 12 E/, and

That portion of the fractional SW 1/4 of the SW 1/4 (known as Lot 7) of Sec. 2, Twp. 19 N. R. 12 E. lying South of a line drawn from the NW corner of the SE corner of said Lot 7, and

Lot 2 of Sec 11, Twp 19 N.R. 13 E.

with ingress and egress to and from the same. The said grantor, its successors 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 Company hereby agreed to pay any damage which may arise from the laying, maintaining or operating said pipe line, said damage if not mutually agreed upon to be ascertained and determined by three disinterested persons; one to be appointed by the said grantor, its successors 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 the three persons shall be final and conclusive; and

It is hereby further agreed that the said Prairie Oil & Gas Company, its successors or assigns shall 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.

Said pipe line shall be laid under the direction of the Superintendent of the Waterworks of the City of Tulsa, and be laid as near as practicable, parallel to and approximately Two (2) feet distant from a line