

WHEREAS, it has been determined by party of second part that under the east portion thereof, which will be more particularly described, the coal lies so close to the surface of the land that it is and will be profitable to mine the same by stripping the surface of the land or overburden from said coal by means of a steam shovel or other process; and,

WHEREAS, party of the second part is engaged in mining coal in the immediate vicinity of the lands hereinafter described, and desire to purchase all of the coal underlying said lands, with the right for a term of twenty-five (25) years to enter upon said lands with its machinery and equipment, and with the further right to strip a portion of said land; all of which rights, privileges and property the parties of the first part are willing to grant, bargain, sell and convey to party of the second part for the consideration and under the terms hereinafter more specifically set out; and,

WHEREAS, parties of the first part are at present operating oil wells on said lands, and are maintaining a gasoline plant thereon, and may drill further wells for the production of oil or gas thereon, and it is the desire of both parties that, in executing this grant, the respective rights of the parties of the first part, in the operation of their oil and gas wells which they have drilled or may hereafter drill, and the rights of party of the second part, in the use of said land for mining and stripping the same for coal, shall be coordinated and defined;

NOW, THEREFORE, for and in consideration of the sum of thirty-five thousand dollars (\$35,000.00) cash in hand paid, the receipt whereof is hereby acknowledged, said parties of the first part do hereby grant, bargain, sell and convey unto Leavell Coal Company, and unto its successors and assigns, all of the coal within, upon, or under the following described real estate situated in Tulsa County, in the State of Oklahoma, to wit:

The west half (W 1/2) of the northeast quarter (NE 1/4), the southwest quarter (SW 1/4) of the northeast quarter (NE 1/4) of the northeast quarter (NE 1/4), the southeast quarter (SE 1/4) of the Northeast quarter (NE 1/4), the north half (N 1/2) of the southeast quarter (SE 1/4) and the west half (W 1/2) of the southwest quarter (SW 1/4) of the southeast quarter (SE 1/4) of Section twenty-one (21), Township twenty (20) north, Range thirteen (13) east, except approximately eight (8)

acres used as a right-of-way of Atchison, Topeka & Santa Fe Railway Company, and one acre used as a school and school premises, the portion hereby excepted being taken from the northwest quarter (NW 1/4) of the

Northeast quarter (NE 1/4) of said Section twenty-one (21);

together with the right of ingress and egress upon, across, and from said premises during the term hereof for the purpose of mining, stripping and operating for said coal; the building and erection of powers, buildings and structures; the laying of tramways and waterways; all in connection with its mining operations on said lands, or on adjacent or neighboring lands;

with the right to use the water from said lands for its mining operations on the premises above described, or on any neighboring lands, insofar as such use does not interfere with the demands of parties of the first part; it being expressly understood and agreed between the parties hereto that the interests, rights, privileges and liberties hereby granted, bargained, sold and conveyed shall not during the term hereof become forfeited or lost by the party of the second part, its successors or assigns, by delay or suspension in the exercise and enjoyment thereof.

TO HAVE AND TO HOLD said interests, rights privileges and liberties hereby