

granted according to the terms and conditions hereinexpressed.

In order that the respective rights of the parties in and to said land may be definitely fixed and determined, the parties hereto have covenanted and agreed as follows:

First: The east portion of said premises, described as the southwest quarter (SW 1/4) of the northeast quarter (NE 1/4) of the northeast quarter (NE 1/4) and southeast quarter (SE 1/4) of the Northeast quarter (ne 1/4) and the northeast quarter (NE 1/4) of the southeast quarter (SE 1/4) of said Section twenty-one (21), Township twenty (20) North, Range thirteen (13) east; save and except the portion thereof now used and occupied by the parties of the first part for oil tanks, gasoline plant, power station

INTERNAL REVENUE
\$ 35.00
Cancelled

and house; described as follows:

Beginning at the southwest corner of the northeast quarter (NE 1/4) of the southeast quarter (SE 1/4) of said Section twenty-one (21); thence north and parallel to the half section line a distance of seven hundred (700) feet; thence east at right angles a distance of two hundred sixty (260) feet to a point; thence south and parallel to the center section line a distance of seven hundred (700) feet to a point; thence west a distance of two hundred sixty (260) feet to the point of beginning;

being a tract seven hundred (700) feet north and south and 260 feet east and west in the southwest corner of NE 1/4 of SE 1/4 of said Section 21.

shall be known as "stripable lands," and shall constitute the portion of said premises which the party of the second part, its successors and assigns may mine by the process commonly known as stripping, which consists in removing the overburden from the coal with a steam shovel or other process, and, as to this portion of the land, the parties of the first part shall claim no damages for the injury to the surface rights of said lands; it being understood that the consideration paid for this grant covers any and all value to the surface rights of the land last described until and during the time the coal is being removed from any and all of the lands first described, not to exceed twenty-five years.

Second. It is understood that the party of the second part, its successors and assigns, shall use only the "stripable land" for its buildings, powers, structures, equipment, tramways, waterways, and all other personal property used in connection with its mining and stripping operations on the land first described, and shall not use the surface of the other portions of said land, except as provided in paragraph "Fifth," and for the purpose of sinking airshafts in order to properly ventilate its mines insofar as such mining operations may be conducted under the surface of the land, provided that such airshafts shall not exceed four in number and shall be chosen from the seven proposed locations shown on list hereto attached marked "Exhibit A" and made a part hereof.

THIRD. It is understood that the parties of the first part now have in operation oil wells upon said premises first above described, and may drill further wells at any time, but said wells shall be drilled and operated so as to interfere as little as possible with the mining and stripping operations for coal which may be conducted by the party of the second part, its successors and assigns, and party of the second part, on the other hand, shall conduct its stripping and mining operations so as to interfere as little as possible with the oil and gas operations upon said premises, but shall not be liable for damage because of any slight or temporary interference with any producing or drilling well; provided that party of the second part shall be liable in damages for