

State of Oklahoma)
County of Tulsa) S.S.

Before me, Dalton Lain, a Notary Public in and for said County and State on this 10th day of Sept. 1908, personally appeared Alice Jack and Joseph Jack, to me 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.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

(SEAL)

Dalton Lain, Notary Public.

My commission expires June 4, 1912.

Filed for record at Tulsa, Nov. 4, 1909. *a 2 30 PM*

Seal *W. C. Warkley*
Reg. of Deeds
#52 Collinsville Extension 12" Trunk Line.

FOR AND IN CONSIDERATION OF Twenty & no/100 Dollars, to him in hand paid, receipt of which is hereby acknowledged, Price B. Lynch, a minor, by William Lynch, guardian of Tulsa, Oklahoma, does hereby grant, to the OKLAHOMA NATURAL GAS COMPANY, a corporation, its successors or assigns, the right of way to lay, maintain, operate, re-lay and remove pipe lines for the transportation of gas through certain lands situate in Tulsa County, Oklahoma, described as follows: The South one-half of southeast quarter of Section 34, Township 20, North, Range 13, East, with ingress and egress to and from the same at and upon the line of present survey. The said grantors, heirs or assigns to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said OKLAHOMA NATURAL GAS COMPANY, which hereby agree to pay any damages which may arise to crops and fences from the laying, maintaining and operating said pipe line; it is agreed between the parties to this agreement that the second party is to have the privilege of reserving so much of the coal underlying said line as may be necessary for its support, the Royalty interest in said coal of 25¢ per ton to be paid for at the time the excavation reaches the right of way of said pipe line and the thickness of said coal to be governed by that of adjacent opening. And additional damages by reason of additional labor and costs necessary to open the next pit on opposite side of said line in case the thickness and quality will warrant such opening; and in case of failure of parties hereto to agree as to the price and amount of damages due and to be paid by second party, then each are to choose some person as arbiter and these two choose the third and the finding of these three shall be final. And it is hereby further agreed that for and in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, the said OKLAHOMA NATURAL GAS COMPANY, its successors, or assigns, may at any time lay additional line or pipe alongside of the first line as herein provided, and not to exceed 5 feet from first line, coal under lands between same to be paid for as herein provided, upon the payment of like consideration, and subject to the same conditions. Provided the right to lay such line shall not interfere with mining said lands until the option to do so is exercised and consideration paid.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 19th day of .