

COMPARED

FOR AND IN CONSIDERATION OF Twelve & 50/100 Dollars, to him in hand paid, receipt of which is hereby acknowledged, William Lynch of Tulsa, Oklahoma, does hereby grant, to the OKLAHOMA NATURAL GAS COMPANY, a corporation, its successors or assigns, the right to way to lay, maintain operate, re-lay and remove pipe lines for the transportation of gas through certain lands situate in Tulsa Co/ County, Oklahoma, described as follows <sup>small</sup> one-half of Southwest Quarter of South West Quarter of Section 26, Township 20, North Range 13 East, and Southeast Quarter of Southeast quarter of Southeast quarter of Section 27, 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 agrees 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 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 <sup>or</sup> adjacent opening. And additional damages by reason of additional labor and costs necessary to open the next pit on aposite side of saidline 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 those 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, receipt of which is hereby acknowledged, the said OKLAHOMA NATURAL GAS COMPANY, its successors, or assigns may at any time lay additional line of pipe alongside of first line as herein provided, and not exceed 5 feet from first line, coal under said lands between same to be paid for as herein provided, upon the payment of a like consideration, and subject to the same conditions. Provided the right to lay such line shall not interfere with mining said land until the option to do so is exercised and consideration paid.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 19<sup>th</sup> day of August, 1909.

William Lynch

Signed, sealed & delivered  
in presence of

J. Truman Nixon.  
Oliver R. Nixon.  
ATTEST: R. H. Bartlett, Its Secretary.

OKLAHOMA NATURAL GAS COMPANY.  
By G. E. Braden, Its President.

(Corp Seal)

STATE OF OKLAHOMA )  
( S.S.  
COUNTY OF TULSA )

Before me, a Notary Public in and for said County and State on this, the 19<sup>th</sup> day of August, 1909, personally appeared William Lynch, to me known to be the identical person described, in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, for the uses and purposes therein set forth.

(SEAL) My com. Ex. 7/2/1910.

Robert D. Lynch, Notary Public.