

# Agreement for Rights.

THIS AGREEMENT made and entered into this 28 day of Nov. 190/, by and between Jacob Hatfield & Margaret Hatfield Pike of Kentucky County and State of Kentucky, party of the first part, and hereinafter called the "Grantor," which expression shall include his heirs and assigns where the context so requires or admits, and Empire Coal & Fuel Company Ohio & Big Sandy Land Association, a corporation duly organized and existing under the laws of the State of West Virginia, as party of the second part, and hereinafter called the "Grantee," which expression shall include its successors and assigns where the context so requires or admits.

WITNESSETH: That for and in consideration of \$ 10.00 \$12.50 in hand paid, receipt of which is hereby acknowledged, and as first payment upon the sum of \$ 1.50 \$1.50 per acre, for the property rights and privileges in, of, to, on, under, concerning or appurtenant to the hereinafter described tract of land, balance whereof is to be paid ~~six~~ months from this date when ascertained and to be conveyed as hereinafter stated, the "Grantor" has sold and hereby agrees to convey to the "Grantee" as hereinafter provided, all the coal, minerals and mineral products, all oils and gases, all salt minerals and salt water, fire and potters clay, all iron and iron ore, all stone, and such of the standing timber as may, or by the "Grantee" be deemed, necessary for mining purposes, and including timber necessary for railroads, or branch lines thereof, that may hereafter be constructed upon the said lands, and the exclusive rights-of-way for any and all railroads and ways and pipe lines that may hereafter be located on said property by the "Grantee," its successors or assigns, or by any person or corporation under authority of the said "Grantee," or assigns, in, of, under, concerning or appurtenant to the hereinafter described tract of land, together with the right to enter upon said lands, use and operate the same and surface thereof and make use of and for this purpose divert water courses thereon, in any and every manner that may be deemed necessary or convenient for mining, and therefrom removing or otherwise utilizing the products of said minerals, and for the transportation therefrom of said articles, and the right to use of such, as well for removal of the products taken out of any other land, owned, or hereafter acquired, by the "Grantee," and the right to erect upon the said land, maintain, use and at pleasure remove therefrom, all such buildings and structures as may be necessary or convenient to the exercise and enjoyment of the rights and privileges herein and in the use of said land and surface thereof by the "Grantee," it, its successors and assigns shall be free from and is hereby released from liability or claim of damage to the said "Grantor," personal representative, heirs and assigns. Free access to, upon and over the said land is hereby conferred upon the "Grantee" for the purpose of surveying and prospecting the aforesaid property and interests, but there is reserved in this agreement, and to be reserved also in the deed made pursuant hereto, to the "Grantor" all the timber upon the said land, except that necessary for mining and the purposes hereinbefore mentioned, and the free use of land for agricultural purposes so far as such use is consistent with the rights hereby sold and the right to mine and use coal for his own household and domestic purposes.

Before the Grantor can demand as matter of strict right, the payment of said deferred purchase money, the number of acres thereof is to be determined by actual survey made by, or under the direction of, a competent civil engineer, at the expense of the "Grantor," and the "Grantor" shall furnish a complete abstract showing title in him, and thereupon convey or tender to the "Grantee" deed containing covenants of general warranty, and the further covenants that he is seized in fee simple of said land and of the rights thereunder, in actual possession thereof, and has good right and full power and authority to convey the same, and that the "Grantee" shall and may have, hold and enjoy the rights granted, free from eviction or disturbance by title paramount to that conveyed by the said deed, and that the land, including the interest hereby sold and thereby conveyed, are free from all liens or encumbrances, concerning which covenants it is hereby expressly declared that representation as to same and the aforesaid terms of said warranty to be made, are declared an essential condition and moving consideration for the execution of this agreement.

The following is a description of the lands referred to, situate in Pike County, on the waters of Blackberry Creek & bounded on the North by land of J.P. Hatfield, on the South by land to Brothers' land, on the East by J.P. Hatfield, on the West by Joe Hatfield, and being land received by said grantor from his father, Thomas Hatfield, and being all land owned by grantor in Pike County, Ky. and containing 75 acres, more or less. 5 acres is excepted from this tract.

IN TESTIMONY WHEREOF, the said Jacob Hatfield & Margaret Hatfield, has hereunto set his hand and seal, the day and year first above written, and the said Ohio and Big Sandy Land Association hath hereunto caused its corporate seal to be affixed, and these presents to be signed by its President thereunto duly authorized.

WITNESS.

L.B. Vaughan  
W. Williamson

Jacob Hatfield & Margaret Hatfield (Seal)  
OHIO & BIG SANDY LAND ASSOCIATION.  
Empire Coal & Land Co.  
By C.E. Humphreys President.

STATE OF ..... }  
COUNTY OF ..... } To-wit:

I, ..... a Notary Public in and for the County and State aforesaid certify that ..... , whose name is signed to the writing hereto annexed, bearing date the ..... of ..... 190 .. , has acknowledged the same before me in my County aforesaid.

My commission as Notary Public will expire on the ..... day of ..... , 190...  
Given under my hand and seal of office this ..... day of ..... , 190....

.....  
Notary Public in and for the County and State aforesaid.

STATE OF ..... }  
COUNTY OF ..... } To-wit:

I, ..... County Clerk in and for the County and State aforesaid certify that ..... whose name is signed to the writing above bearing date the ..... day of ..... 190... has acknowledged the same before me in my County aforesaid. Given under my hand this ..... day of ..... 190...

.....  
County Clerk in and for the County and State aforesaid.

STATE OF *Kentucky* ..... }  
COUNTY OF *Pike* ..... } To-wit:

I, *W. G. Phillips* ..... County Clerk in and for the foregoing County and State aforesaid, certify that the foregoing instrument of writing from *Jacob Hatfield & Margaret Hatfield* ..... to *Empire Coal & Lumber Co.* bearing date *the 28<sup>th</sup>* day of *Nov.* 190*1*. was this day produced before me *the acknowledgment thereof by the grantors* in said County and State and duly proved as required by law by the oath of *A. G. Hatcher*

*one* of the subscribing witnesses thereto, who having been first duly sworn by *him and the other subscribing witness, A. G. Hatcher* me testified that said instrument was signed in *their* presence by the grantors *Jacob Hatfield & Margaret Hatfield*

....., and that they, as subscribing witnesses signed their names as attesting witnesses thereto at the request of said grantors *Jacob Hatfield & Margaret Hatfield* in *their* presence and in the presence of each other.

Given under my hand this *16* day of *Dec.* 190*1*.

*W. G. Phillips* .....  
County Clerk in and for the County and State aforesaid.

STATE OF *Kentucky* ..... }  
COUNTY OF *Pike* ..... } By *A. G. Hatcher, D. C.*  
County Court Clerk's Office.

I, *W. G. Phillips* ..... Clerk of the County Court in and for the County and State aforesaid do certify that the foregoing instrument of writing from *Jacob Hatfield & Margaret Hatfield* ..... to *Empire Coal & Lumber Co.* bearing date the *28<sup>th</sup>* day of *Nov.* 190*1*., was this day lodged in my office for record, whereupon the same, together with this and the foregoing certificate, have been duly recorded in my office.

Witness my hand this *3rd* day of *Jan.* 190*2*.

*W. G. Phillips* ..... Clerk.

By *A. G. Hatcher* ..... Deputy.

Reynold to present  
Currey 9.9.91

Copy

42.-£

\$10.00 paid in cash

75 covers.

Agreement for Rights.

Pike County,

Kentucky State.

John Westfield

TO

Empire Salt & Soda Co.

Mar 28 1901.

Wm. Williamson Agent

Record in O.D. No. 23,

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