

a test well thereon, without hinderance by the first parties hereto upon the payment of the sum of \$200.00 by the second party to the said first parties, which payment is in full satisfaction of any and all damage which may be caused to the first parties by reason of making of said location on the south 200 feet of said lots.

It is further understood and agreed that the damage to the south 200 feet of said lots because of and for said location, from year to year, so long as said well shall be located on said lands shall be fixed at the sum of \$25.00 to be paid in advance by the second party or its assigns to the said first parties, which said sum of money the said second party agrees to pay from year to year, as liquidated damages and the said first party agrees to accept in full satisfaction of any and all damage to the surface rights owned by the first parties in and to the south 200 feet of said Lots, because of and for said location, said payments to continue so long as the second party shall use the surface of said lots for the location of said well.

It is further understood and agreed, that the making of this contract by the said second party and payment of the damages above specified, and agreed upon, shall in no wise be deemed and construed as an admission against its right to use said surface of said lands, under the terms of its oil and gas leasehold estate, but shall be considered only as a settlement and adjustment of damages to growing crops, and the use of the surface, under the terms and provisions hereof.

This agreement is intended and does hereby inure to the benefit of J. E. Fitzpatrick, the Gladys Belle Oil Company and W. M. Thompson, jointly interested in the leasehold estate covering the lands hereinabove described, with the Shaffer Oil and Refining Company.

It is expressly understood and agreed that this instrument shall extend to and bind the respective heirs, executors, administrators, successors and assigns, of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names, the day and year first above written.

H. W. Cravens

May L. Cravens  
First Parties.

SHAFFER OIL AND REFINING COMPANY

By L. B. Riddle,  
Vice President

COMPARED

OK

G Earl Shaffer

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) ss.

Before me, the undersigned, a Notary Public, in and for said County and state on this 26th day of January, A. D., 1924, personally appeared H. W. Cravens and May L. Cravens his wife, 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.

My commission expires Oct 6th 1925

(SEAL)

M. B. Squire, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Feb 6, 1924 at 11:00 o'clock A. M.

in Book 486, page 103

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk