

WAIVER OF SURFACE RIGHTS

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF SURFACE OWNER]
[address]
("Owner")

- and -

[NAME OF MINERAL LESSEE]
[address]
("Lessee")

WHEREAS, Lessee is the lessee under that one certain Mineral Lease attached hereto as "Exhibit A";

AND WHEREAS, Lessee wishes to waive Lessee's rights to the surface rights for the property located at _____ [street address], also known as _____ [legal description] (the "Property");

NOW THEREFORE, for the consideration of _____ dollars (\$_____), and other good and valuable consideration, Owner and Lessee hereby agree as follows:

1. Waiver of Surface Rights

Lessee hereby waives and releases, on behalf of Lessee and Lessee's heirs, successors and assigns, any and all rights of ingress and egress, and all other rights of every kind and character whatsoever, to enter upon or to use the surface of the Property or any part thereof, including, but not limited to, the right to enter upon the surface of the Property for purposes of exploring for, developing and/or producing the oil, gas and/or other minerals in and under, and that may be produced from, the Property, or any other purpose incident thereto.

2. Off-Site Production

Nothing herein shall be construed to prevent Lessee or Lessee's heirs, successors or assigns from exploring for, developing and/or producing the oil, gas and/or other minerals in and under, or that may be produced from, the Property, by pooling or by direction drilling under the Property from well sites located on other property.

3. Mineral Leases Subject Hereto

Any lease of oil, gas and/or other minerals now on or hereafter covering the Property, or any portion thereof, shall be expressly made subject to the terms and provisions of this Agreement.

THIS IS A 3-PAGE AGREEMENT PLUS 2 PAGES OF ATTACHMENTS.